Case No. 84345

IN THE SUPREME COURT OF THE STATE OF NEVADA

CITY OF LAS VEGAS, a political subdivision of the State of Nevada,

Appellant,

v.

180 LAND CO, LLC, a Nevada limited-liability company, and FORE STARS LTD., a Nevada limited-liability company,

Respondents.

Electronically Filed
Mar 18 2022 03:13 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Eighth Judicial District Court, Clark County, Nevada
Case No. A-17-758528-J
Honorable Timothy C. Williams, Department 16

APPENDIX TO OPPOSITION TO APPELLANT'S MOTION TO STAY

VOLUME 10

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INDEX

Index No.	File Date	Document	Volume	RA Bates
1	2019-01-17	Reporter's Transcript of Plaintiff's Request for Rehearing, re issuance of Nunc Pro Tunc Order	1	00001 - 00014
2	2020 02 19	Order of Remand	1	00015 - 00031
3	2020-08-04	Plaintiff Landowners' Motion to Determine "Property Interest"	1	00032 – 00188
4	2020-09-09	Exhibit 18 to Reply in Support of Plaintiff Landowners' Motion to Determine "Property Interest - May 15, 2019, Order	1	00189 – 00217
5	2020-09-17	Reporter's Transcript of Hearing re Plaintiff Landowners' Motion to Determine "Property Interest"	1, 2	00218 - 00314
6	2020-11-17	Reporter's Transcript of Hearing re The City Of Las Vegas Motion to Compel Discovery Responses, Documents and Damages Calculation and Related Documents on Order Shortening Time, provided in full as the City provided partial	2	00315 – 00391
7	2021-03-26	Plaintiff Landowners' Motion to Determine Take and for Summary Judgment on the First, Third and Fourth Claims for Relief	2	00392 - 00444
8	2021-03-26	Exhibits to Plaintiff Landowners' Motion and Reply to Determine Take and for Summary Judgment on the First, Third and Fourth Claims for Relief and Opposition to the City's Counter-Motion for Summary Judgment	2	00445 - 00455
9		Exhibit 1 - Findings of Fact and Conclusions of Law Regarding Plaintiff Landowners' Motion to Determine "Property Interest"	2, 3	00456 – 00461
10		Exhibit 7 - Findings of Fact and Conclusions of Law Regarding Plaintiffs' Motion for New Trial, Motion to Alter or Amend and/or Reconsider the Findings of Fact and Conclusions of Law, Motion to Stay Pending Nevada Supreme Court Directives	3	00462 – 00475
11		Exhibit 8 - Order Granting the Landowners' Countermotion to Amend/Supplement the Pleadings; Denying the Landowners' Countermotion for Judicial Determination of Liability on the Landowners' Inverse Condemnation Claims	3	00476 – 00500
12		Exhibit 26 - Findings of Fact, Conclusions of Law and Judgment Granting Defendants Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres LLC, EHB Companies LLC, Yohan Lowie, Vickie Dehart and Frank Pankratz's	3	00501 – 00526

Index No.	File Date	Document	Volume	RA Bates
		NRCP 12(b)(5) Motion to Dismiss Plaintiffs' Amended Complaint		
13		Exhibit 27 - Notice of Entry of Findings of Fact, Conclusions of Law, Final Order of Judgment, Robert Peccole, et al v. Peccole Nevada Corporation, et al., Case No. A-16-739654-C	3	00527 – 00572
14		Exhibit 28 - Supreme Court Order of Affirmance	3	00573 – 00578
15		Exhibit 31 – June 13, 2017 Planning Commission Meeting Transcript – Agenda Item 82, provided in full as the City provided partial	3	00579 - 00583
16		Exhibit 33 – June 21, 2017 City Council Meeting Transcript – Agenda Items 82, 130-134, provided in full as the City provided partial	3, 4	00584 - 00712
17		Exhibit 34 - Declaration of Yohan Lowie	4	00713 – 00720
18		Exhibit 35 - Declaration of Yohan Lowie in Support of Plaintiff Landowners' Motion for New Trial and Amend Related to: Judge Herndon's Findings of Fact and Conclusion of Law Granting City of Las Vegas' Motion for Summary Judgment, Entered on December 30, 2020	4	00721 - 00723
19		Exhibit 36 - Master Declaration of Covenants, Conditions Restrictions and Easements for Queensridge	4	00724 – 00877
20		Exhibit 37 - Queensridge Master Planned Community Standards - Section C (Custom Lot Design Guidelines	4	00878 – 00880
21		Exhibit 40- 08.04.17 Deposition of Yohan Lowie, Eighth Judicial District Court Case No. A-15-729053-B (Binion v. Fore Stars)	4, 5	00881 – 00936
22		Exhibit 42 - Respondent City of Las Vegas' Answering Brief, Jack B. Binion, et al v. The City of Las Vegas, et al., Eighth Judicial District Court Case No. A-17-752344-J	5	00937 – 00968
23		Exhibit 44 - Original Grant, Bargain and Sale Deed	5	00969 – 00974
24		Exhibit 46 - December 1, 2016 Elite Golf Management letter to Mr. Yohan Lowie re: Badlands Golf Club	5	00975 - 00976
25		Exhibit 48 - Declaration of Christopher L. Kaempfer	5	00977 – 00981
26		Exhibit 50 - Clark County Tax Assessor's Property Account Inquiry - Summary Screen	5	00982 – 00984
27		Exhibit 51 - Assessor's Summary of Taxable Values	5	00985 – 00987

Index No.	File Date	Document	Volume	RA Bates
28		Exhibit 52 - State Board of Equalization Assessor Valuation	5	00988 - 00994
29		Exhibit 53 - June 21, 2017 City Council Meeting Combined Verbatim Transcript	5	00995 – 01123
30		Exhibit 54 - August 2, 2017 City Council Meeting Combined Verbatim Transcript	5, 6	01124 – 01279
31		Exhibit 55 - City Required Concessions signed by Yohan Lowie	6	01280 – 01281
32		Exhibit 56 - Badlands Development Agreement CLV Comments	6	01282 – 01330
33		Exhibit 58 - Development Agreement for the Two Fifty	6, 7	01331 – 01386
34		Exhibit 59 - The Two Fifty Design Guidelines, Development Standards and Uses	7	01387 - 01400
35		Exhibit 60 - The Two Fifty Development Agreement's Executive Summary	7	01401 – 01402
36		Exhibit 61 - Development Agreement for the Forest at Queensridge and Orchestra Village at Queensridge	7, 8, 9	01403 – 02051
37		Exhibit 62 - Department of Planning Statement of Financial Interest	9, 10	02052 – 02073
38		Exhibit 63 - December 27, 2016 Justification Letter for General Plan Amendment of Parcel No. 138-31-702-002 from Yohan Lowie to Tom Perrigo	10	02074 – 02077
39		Exhibit 64 - Department of Planning Statement of Financial Interest	10	02078 – 02081
40		Exhibit 65 - January 1, 2017 Revised Justification letter for Waiver on 34.07 Acre Portion of Parcel No. 138-31-702-002 to Tom Perrigo from Yohan Lowie	10	02082 – 02084
41		Exhibit 66 - Department of Planning Statement of Financial Interest	10	02085 – 02089
42		Exhibit 67 - Department of Planning Statement of Financial Interest	10	02090 – 02101
43		Exhibit 68 - Site Plan for Site Development Review, Parcel 1 @ the 180, a portion of APN 138-31-702-002	10	02102 – 02118
44		Exhibit 69 - December 12, 2016 Revised Justification Letter for Tentative Map and Site Development Plan Review on 61 Lot Subdivision to Tom Perrigo from Yohan Lowie	10	02119 – 02121
45		Exhibit 70 - Custom Lots at Queensridge North Purchase Agreement, Earnest Money Receipt and Escrow Instructions	10, 11	02122 – 02315
46		Exhibit 71 - Location and Aerial Maps	11	02316 – 02318

Index No.	File Date	Document	Volume	RA Bates
47		Exhibit 72 - City Photos of Southeast Corner of Alta Drive and Hualapai Way	11	02319 – 02328
48		Exhibit 74 - June 21, 2017 Planning Commission Staff Recommendations	11	02329 – 02356
49		Exhibit 75 - February 14, 2017 Planning Commission Meeting Verbatim Transcript	11	02357 – 02437
50		Exhibit 77 - June 21, 2017 City Council Staff Recommendations	11	02438 – 02464
51		Exhibit 78 - August 2, 2017 City Council Agenda Summary Page	12	02465 – 02468
52		Exhibit 79 - Department of Planning Statement of Financial Interest	12	02469 – 02492
53		Exhibit 80 - Bill No. 2017-22	12	02493 – 02496
54		Exhibit 81 - Development Agreement for the Two Fifty	12	02497 – 02546
55		Exhibit 82 - Addendum to the Development Agreement for the Two Fifty	12	02547 – 02548
56		Exhibit 83 - The Two Fifty Design Guidelines, Development Standards and Permitted Uses	12	02549 – 02565
57		Exhibit 84 - May 22, 2017 Justification letter for Development Agreement of The Two Fifty, from Yohan Lowie to Tom Perrigo	12	02566 – 02568
58		Exhibit 85 - Aerial Map of Subject Property	12	02569 – 02571
59		Exhibit 86 - June 21, 2017 emails between LuAnn D. Holmes and City Clerk Deputies	12	02572 – 02578
60		Exhibit 87 - Flood Damage Control	12	02579 – 02606
61		Exhibit 88 - June 28, 2016 Reasons for Access Points off Hualapai Way and Rampart Blvd. letter from Mark Colloton, Architect, to Victor Balanos	12	02607 – 02613
62		Exhibit 89 - August 24, 2017 Access Denial letter from City of Las Vegas to Vickie Dehart	12	02614 – 02615
63		Exhibit 91 - 8.10.17 Application for Walls, Fences, or Retaining Walls	12	02616 – 02624
64		Exhibit 92 - August 24, 2017 City of Las Vegas Building Permit Fence Denial letter	12	02625 – 02626
65		Exhibit 93 - June 28, 2017 City of Las Vegas letter to Yohan Lowie Re Abeyance Item - TMP-68482 - Tentative Map - Public Hearing City Council Meeting of June 21, 2017	12	02627 - 02631
66		Exhibit 94 - Declaration of Vickie Dehart, Jack B. Binion, et al. v. Fore Stars, Ltd., Case No. A-15-729053-B	12	02632 – 02635

Index No.	File Date	Document	Volume	RA Bates
67		Exhibit 106 – City Council Meeting Transcript May 16, 2018, Agenda Items 71 and 74-83, provided in full as the City provided partial	12, 13	02636 – 02710
68		Exhibit 107 - Bill No. 2018-5, Ordinance 6617	13	02711 – 02720
69		Exhibit 108 - Bill No. 2018-24, Ordinance 6650	13	02721 – 02737
70		Exhibit 110 - October 15, 2018 Recommending Committee Meeting Verbatim Transcript	13	02738 – 02767
71		Exhibit 111 - October 15, 2018 Kaempfer Crowell Letter re: Proposed Bill No. 2018-24 (part 1 of 2)	13, 14	02768 – 02966
72		Exhibit 112 - October 15, 2018 Kaempfer Crowell Letter re: Proposed Bill No. 2018-24 (part 2 of 2)	14, 15	02967 – 03220
73		Exhibit 114 - 5.16.18 City Council Meeting Verbatim Transcript	15	03221 – 03242
74		Exhibit 115 - 5.14.18 Bill No. 2018-5, Councilwoman Fiore Opening Statement	15	03243 – 03249
75		Exhibit 116 - May 14, 2018 Recommending Committee Meeting Verbatim Transcript	15	03250 – 03260
76		Exhibit 120 - State of Nevada State Board of Equalization Notice of Decision, In the Matter of Fore Star Ltd., et al.	15	03261 – 03266
77		Exhibit 121 - August 29, 2018 Bob Coffin email re Recommend and Vote for Ordinance Bill 2108-24	15	03267 – 03268
78		Exhibit 122 - April 6, 2017 Email between Terry Murphy and Bob Coffin	15	03269 – 03277
79		Exhibit 123 - March 27, 2017 Letter from City of Las Vegas to Todd S. Polikoff	15	03278 – 03280
80		Exhibit 124 - February 14, 2017 Planning Commission Meeting Verbatim Transcript	15	03281 – 03283
81		Exhibit 125 - Steve Seroka Campaign Letter	15	03284 – 03289
82		Exhibit 126 - Coffin Facebook Posts	15	03290 – 03292
83		Exhibit 127 - September 17, 2018 Coffin text messages	15	03293 – 03305
84		Exhibit 128 - September 26, 2018 Email to Steve Seroka re: meeting with Craig Billings	15	03306 – 03307
85		Exhibit 130 - August 30, 2018 Email between City Employees	15	03308 – 03317
86		Exhibit 134 - December 30, 2014 Letter to Frank Pankratz re: zoning verification	15	03318 – 03319
87		Exhibit 136 - 06.21.18 HOA Meeting Transcript	15, 16	03320 – 03394
88		Exhibit 141 – City's Land Use Hierarchy Chart	16	03395 – 03396

Index No.	File Date	Document	Volume	RA Bates
		The Pyramid on left is from the Land Use & Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan, The pyramid on right is demonstrative, created by Landowners' prior cancel counsel		
89		Exhibit 142 - August 3, 2017 deposition of Bob Beers, pgs. 31-36 - The Matter of Binion v. Fore Stars	16	03397 - 03400
90		Exhibit 143 - November 2, 2016 email between Frank A. Schreck and George West III	16	03401 – 03402
91		Exhibit 144 -January 9, 2018 email between Steven Seroka and Joseph Volmar re: Opioid suit	16	03403 – 03407
92		Exhibit 145 - May 2, 2018 email between Forrest Richardson and Steven Seroka re Las Vegas Badlands Consulting/Proposal	16	03408 – 03410
93		Exhibit 150 - Affidavit of Donald Richards with referenced pictures attached, which the City of Las Vegas omitted from their record	16	03411 – 03573
94		Exhibit 155 - 04.11.84 Attorney General Opinion No. 84-6	16	03574 – 03581
95		Exhibit 156 - Moccasin & 95, LLC v. City of Las Vegas, Eighth Judicial Dist. Crt. Case no. A-10-627506, 12.13.11 City of Las Vegas' Opposition to Plaintiff Landowner's Motion for Partial Summary Judgment on Liability for a Taking (partial)	16	03582 – 03587
96		Exhibit 157 - Affidavit of Bryan K. Scott	16	03588 – 03590
97		Exhibit 158 - Affidavit of James B. Lewis	16	03591 – 03593
98		Exhibit 159 - 12.05.16 Deposition Transcript of Tom Perrigo in case Binion v. Fore Stars	16	03594 – 03603
99		Exhibit 160 - December 2016 Deposition Transcript of Peter Lowenstein in case Binion v. Fore Stars	16, 17	03604 – 03666
100		Exhibit 161 - 2050 City of Las Vegas Master Plan (Excerpts)	17	03667 – 03670
101		Exhibit 163 - 10.18.16 Special Planning Commission Meeting Transcript (partial)	17	03671 – 03677
102		Exhibit 183 and Trial Exhibit 5 - The DiFederico Group Expert Report	17	03678 – 03814
103		Exhibit 189 - January 7, 2019 Email from Robert Summerfield to Frank Pankratz	17	03815 – 03816
104		Exhibit 195 - Declaration of Stephanie Allen, Esq., which Supports Plaintiff Landowners' Reply in Support of: Plaintiff Landowners' Evidentiary Hearing Brief #1:	17	03817 – 03823

Index No.	File Date	Document	Volume	RA Bates
		Memorandum of Points and Authorities Regarding the Landowners' Property Interest; and (2) Evidentiary Hearing Brief #2: Memorandum of Points and Authorities Regarding the City's Actions Which Have Resulted in a Taking of the Landowners' Property		
105		Exhibit 198 - May 13, 2021 Transcript of Hearing re City's Motion for Reconsideration of Order Granting in Part and Denying in Part the Landowners' Motion to Compel the City to Answer Interrogatories	17, 18	03824 – 03920
106	2021-04-21	Reporter's Transcript of Motion re City of Las Vegas' Rule 56(d) Motion on OST and Motion for Reconsideration of Order Granting in Part and Denying in Part the City's Motion to Compel Discovery Responses, Documents and Damages Calculation and Related Documents	19	03921 – 04066
107	2021-07-16	Deposition Transcript of William Bayne, Exhibit 1 to Plaintiff Landowners' Motion in Limine No. 1: to Exclude 2005 Purchase Price, provided in full as the City provided partial	19	04067 – 04128
108	2021-09-13	Reporter's Transcript of Hearing re Plaintiff Landowners' Motion to Determine Property Interest in Eighth Judicial District Court Case No. A-18-775804-J, Judge Sturman, provided in full as the City provided partial	19, 20	04129 – 04339
109	2021-09-17	Reporter's Transcript of Hearing re Plaintiff Landowners' Motion to Determine Property Interest in Eighth Judicial District Court Case No. A-18-775804-J, Judge Sturman, provided in full as the City provided partial	20, 21	04340 – 04507
110	2021-09-23	Reporter's Transcript of Hearing re Plaintiff Landowners' Motion to Determine Take and For Summary Judgment on the First, Third and Fourth Claim for Relief	21, 22	04508 – 04656
111	2021-09-24	Reporter's Transcript of Hearing re Plaintiff Landowners' Motion to Determine Take and For Summary Judgment on the First, Third and Fourth Claim for Relief	22, 23	04657 – 04936
112	2021-09-27	Reporter's Transcript of Hearing re Plaintiff Landowners' Motion to Determine Take and For Summary Judgment on the First, Third and Fourth Claim for Relief	23	04937 – 05029
113	2021-09-28	Reporter's Transcript of Hearing re Plaintiff Landowners' Motion to Determine Take and For Summary Judgment on the First, Third and Fourth Claim for Relief	23, 24	05030 – 05147
114	2021-10-26	Reporter's Transcript of Hearing re Plaintiff Landowners' Motion for Summary Judgment on Just Compensation on Order Shortening Time	24	05148 – 05252

Index No.	File Date	Document	Volume	RA Bates
115	2021-10-27	Reporter's Transcript of Hearing re Bench Trial	24	05253 – 05261
116	2022-01-19	Reporter's Transcript of Hearing re City's Motion for Immediate Stay of Judgment on OST	24, 25	05262 – 05374
117	2022-01-27	Plaintiff Landowners' Reply in Support of Motion for Attorney's Fees	25	05375 – 05384
118	2022-02-03	Reporter's Transcript of Hearing re Plaintiff Landowners' Motion to Determine Prejudgment Interest and Motion for Attorney Fees	25	05385 – 05511
119	2022-02-11	Reporter's Transcript of Hearing re City of Las Vegas' Motion to Amend Judgment (Rules 59(e) and 60(b) and Stay of Execution	25, 26	05512 – 05541
120	2022-02-16	Order Granting in Part and Denying in Part the City of Las Vegas' Motion to Retax Memorandum of Costs	26	05542 - 05550
121	2022-02-16	Order Granting Plaintiffs Landowners' Motion for Reimbursement of Property Taxes	26	05551 -05558
122	2022-02-17	Notice of Entry of Order Granting Plaintiffs Landowners' Motion for Reimbursement of Property Taxes	26	05559 – 05569
123	2022-02-17	Notice of Entry of: Order Granting in Part and Denying in Part the City of Las Vegas' Motion to Retax Memorandum of Costs	26	05570 - 05581
124	2022-02-18	Order Granting Plaintiff Landowners' Motion for Attorney Fees in Part and Denying in Part	26	05582 – 05592
125	2022-02-22	Notice of Entry of: Order Granting Plaintiff Landowners' Motion for Attorney Fees in Part and Denying in Part	26	05593 – 05606
126	2022-02-25	Order Denying City of Las Vegas' Motion to Amend Judgment (Rules 59(e) and 60(b)) and Stay of Execution	26	05607 – 05614
127	2022-02-28	Notice of Entry of: Order Denying City of Las Vegas' Motion to Amend Judgment (Rules 59(e) and 60(b)) and Stay of Execution	26	05615 – 05625

CERTIFICATE OF SERVICE

I hereby certify that the foregoing APPENDIX TO OPPOSITION TO APPELLANT'S MOTION TO STAY - **VOLUME 10** was filed electronically with the Nevada Supreme Court on the 18th day of March, 2022. Electronic Service of the foregoing document shall be made in accordance with the Master Service List as follows:

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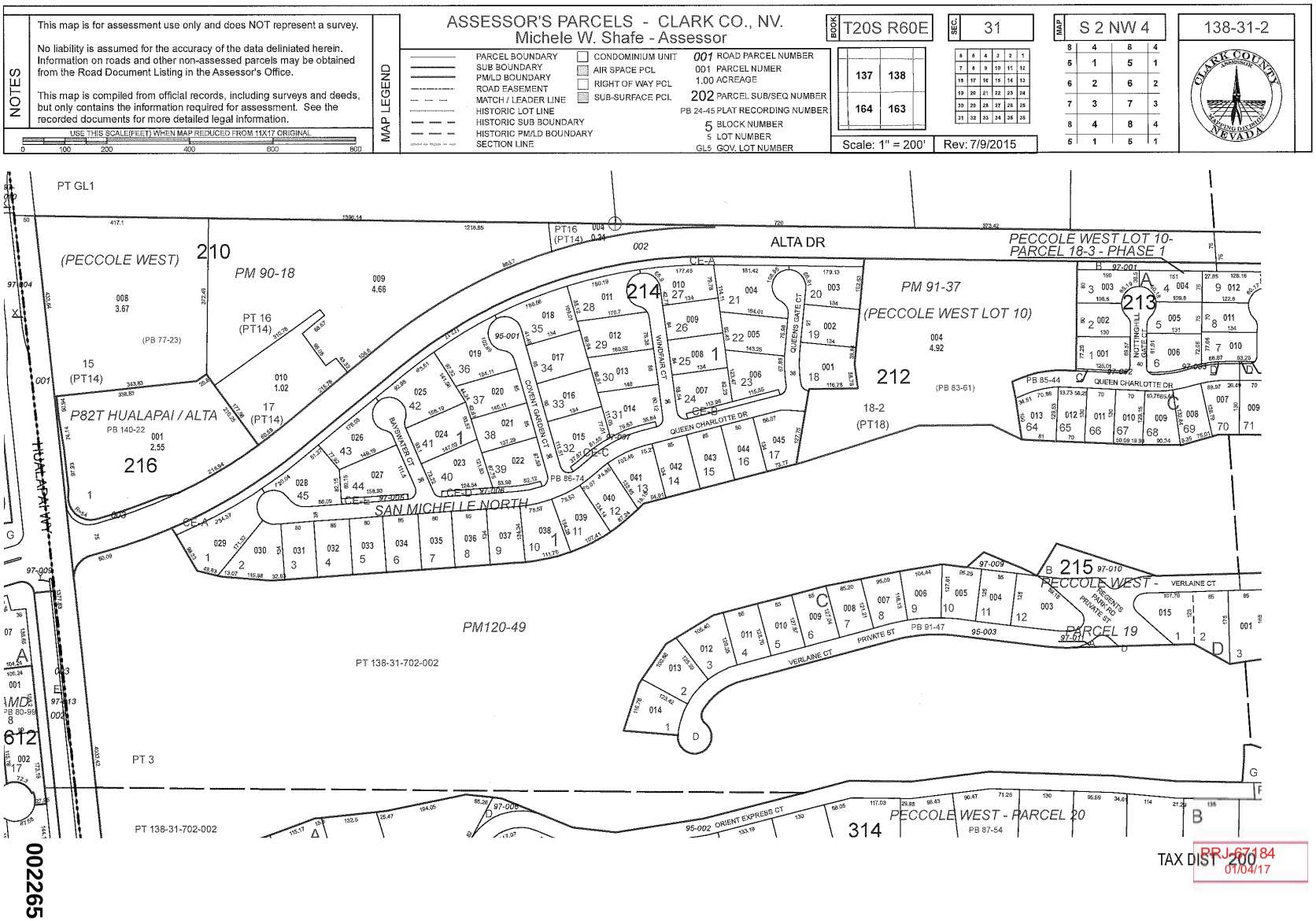
/s/ Sandy Guerra
An Employee of the Law Offices of Kermitt L. Water



RA 02071

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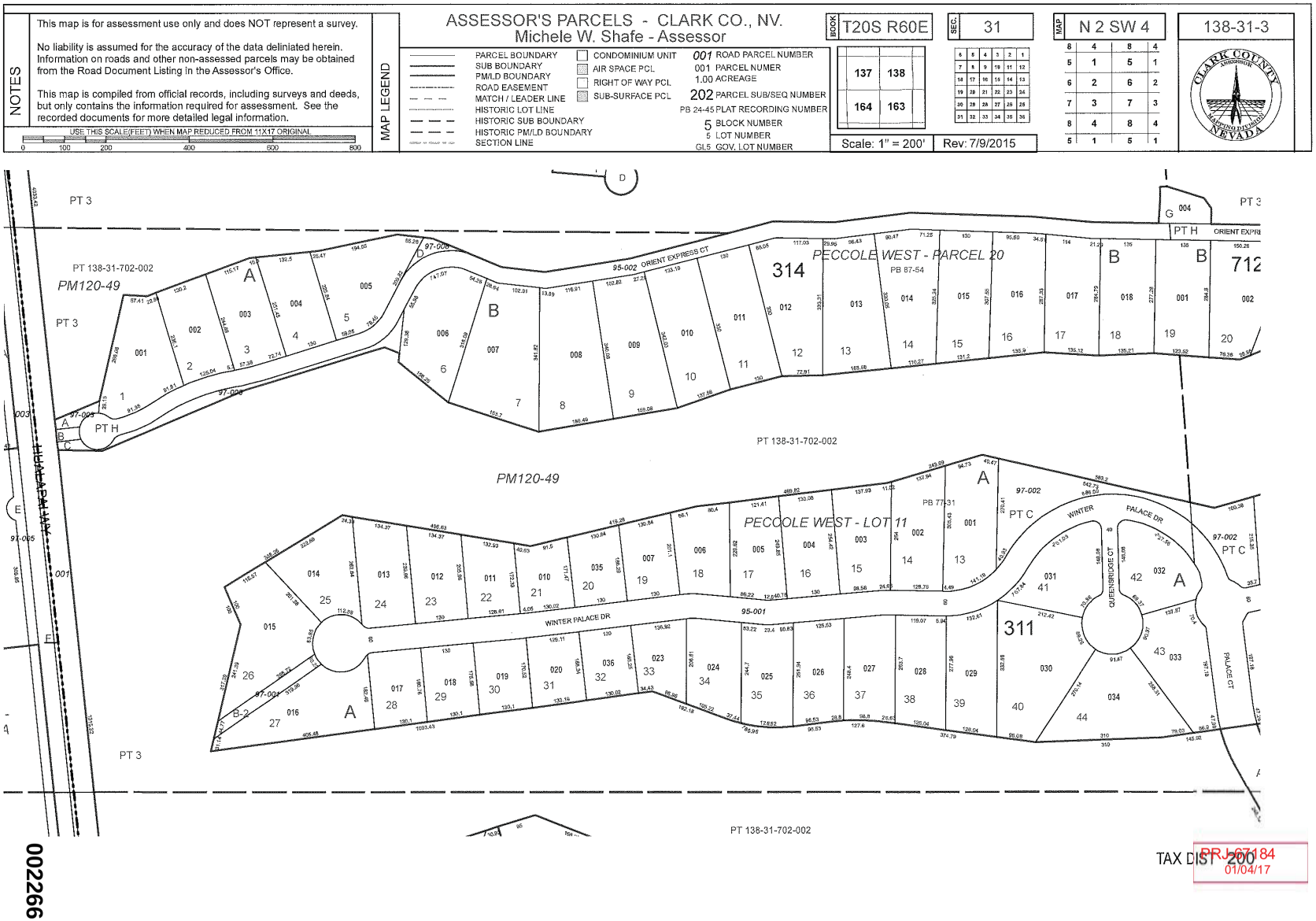
GPA-68385, WVR-68480, SDR-68481 and TMP-68482



RA 02072

GPA-68385, WVR-68480, SDR-68481 and TMP-68482

Tentative Map / SDR
Development Standards

04-Jan-17

Description	*Lots ≤ 20,000 sf*	*Lots > 20,000 sf*
Main Structure Setbacks (Minimum)		
Minimum Lot Size	10,000 sf	20,000 sf
Front Yard to Private Street or Access Easement	30'	35'
Side Yard	5'	7.5'
Corner Side Yard	12.5'	15'
Rear Yard	25'	30'
Lot Coverage	Dictated by Setbacks	Dictated by Setbacks
Accessory Structures Setbacks (Minimum)		
Porte Cochere to Private Street	15'	15'
Side Load Garage to Side Yard PL	15'	15'
Patio Covers / 2nd Story Decks	20'	20'
Separation from Main Building	6'	6'
Corner Side Yard	5'	5'
Rear Yard	5'	5'
Side Yard	5'	5'
Accessory Structures May Have Trellis/Canopy Connecting to Main Structure		
Building Heights		
Main Structure	40'	50'
Accessory Structures	25'	30'
# of Floors - Single and Two Story on Slab or Over Basement		
# of Floors - On Lots > 35,000sf a 3rd story is allowed		
Uses	Single Family Residences and Accessory Structures	Single Family Residences and Accessory Structures

PRJ-67184
01/04/17

002267

GPA-68385, WVR-68480, SDR-68481 and TMP-68482

RA 02073

Exhibit 63

December 27, 2016

Mr. Tom Perrigo
City of Las Vegas Department of Planning
333 North Rancho Drive
Las Vegas, Nevada 89106

Justification Letter for General Plan Amendment of Parcel No. 138-31-702-002

Dear Mr. Perrigo,

Though we understand that this change to the General Plan should be the responsibility of the City of Las Vegas, per your request, we are submitting an application to amend the General Plan designation on Parcel No. 138-31-702-002, as the current designation of Parks Recreation and Open Space (PR-OS) does not reflect the underlying residential zoning of RPD-7 (Residential Planned Development District – 7.49 Units per Acre) or the intended residential development use of the Property. We have also attached a letter from Clyde Spitze, a representative of the owner of the Property at the time, requesting to maintain the approved RPD-7 zoning while at the same time developing a golf course on the Property. In response, former City of Las Vegas Planning Supervisor Robert S. Genzer, recognized that the approved 18-hole golf course was in fact zoned RPD-7 and would allow the further expansion of nine holes of the golf course on the Property into zoned RPD-7 property.

Therefore, we are requesting that the General Plan designation be changed to the more appropriate L (Low Density Residential) designation, which would be consistent both with the density being proposed by the accompanying Tentative Map and Site Development Review and with the existing RPD-7 zoning.

Thank you for your consideration.

Sincerely yours,

Yohan Lowie,
as Manager of EHB Companies LLC,
the Manager of 180 Land Company LLC

GPA-68385

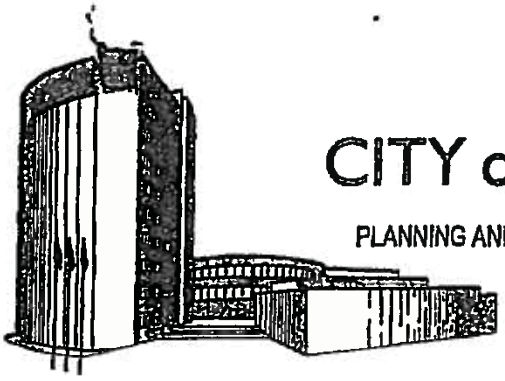
PRJ-67184
12/28/16

p 702-940-6930 f 702-940-6931 1215 S. Fort Apache Drive, Suite 120 Las Vegas, NV 89117 ehbcompanies.com

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q CALLISTER
MICHAEL J MCDONALD
GARY REESE

CITY MANAGER
LARRY K BARTON



CITY of LAS VEGAS

PLANNING AND DEVELOPMENT DEPARTMENT

October 8, 1996

Mr Clyde O Spitze, Vice President
Pentacore
6763 West Charleston Boulevard
Las Vegas, Nevada 89102

Re BADLANDS GOLF COURSE, PHASE 2

Dear Mr Spitze

City records indicate that an 18 hole golf course with associated facilities was approved as part of the Peccole Ranch Master Plan in 1990 The property was subsequently zoned R-PD7 (Residential Planned Development - 7 Units Per Acre) Any expansion of the golf course within the R-PD7 area would be allowed subject to the approval of a plot plan by the Planning Commission

If any additional information is needed regarding this property please do not hesitate to contact me

Very truly yours,

Robert S Genzer, Planning Supervisor
Current Planning Division

RSG erh

GPA-68385

400 E STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)

PRJ-67484

CLV 7009
3810 015 8/95

002269

RA 02076

PENTACORE

Civil Engineering
Construction Management
Land Surveying
Planning
ADA Consulting

0171 0030

September 4, 1996

Mr Robert Genzer
City of Las Vegas
Planning Division
400 E Stewart Avenue
Las Vegas, NV 89101

RE Badlands Golf Course, Phase 2

Dear Bob

As you know the Badlands Golf Course in Peccole Ranch is proposing to develop an additional 9 hole course between the existing golf course and Alta Drive The existing Master Plan zoning of this area is RPD-7, and the golf course would be developed within this zoned parcel I would like a letter from the City stating that a golf course would be compatible within this zoning I need the letter for the bank

Thank you for your consideration in this matter

Sincerely,

Clyde O Spitze
Vice President

RECEIVED
SEP 4 4 58 PM '96
PLANNING AND DEVELOPMENT

cc: bw

7-146-94
Z-17-90

GPA-68385

6763 West Charleston Boulevard • Las Vegas, Nevada 89102 • (702) 258-0115 • Fax (702) 258-4956

PRJ-67184
12/28/16

Exhibit 64

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: WVR-68480 APN: 138-31-702-002

Name of Property Owner: 180 Land Co. LLC

Name of Applicant: 180 Land Co. LLC

Name of Representative: Yohan Lowie

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Yohan Lowie

Subscribed and sworn before me

This 28 day of December, 2016

LeeAnn Stewart-Schenke

Notary Public in and for said County and State

LEEANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

Revised 03/28/16

PRJ-67184
12/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Revised Waiver - allowing for 44' private street sections with sidewalk (1 side)

Project Address (Location) Alta Drive and Hualapai Way

Project Name Parcel 1 @ the 180 **Proposed Use** R-PD7

Assessor's Parcel #(s) 138-31-702-002 **Ward #** 2

General Plan: existing _____ proposed _____ **Zoning:** existing R-PD7 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 34.07 **Lots/Units** 61+12 (CL) **Density** 1.79

Additional Information This street section is generally similar to the as-built street section condition of the adjacent San Michelle neighborhood of Queensridge (not part of the property).

PROPERTY OWNER 180 Land Co. LLC **Contact** Yohan Lowie

Address 1215 South Fort Apache Road #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** NV **Zip** 89117

E-mail Address yohan@ehbcompanies.com

APPLICANT 180 Land Co. LLC **Contact** Yohan Lowie

Address 1215 South Fort Apache Road #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** NV **Zip** 89117

E-mail Address yohan@ehbcompanies.com

REPRESENTATIVE GCW, Inc. **Contact** Cindie Gee

Address 1555 South Rainbow Blvd. **Phone:** (702) 804-2107 **Fax:** (702) 804-2299

City Las Vegas **State** NV **Zip** 89146

E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* see attached

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name _____

Subscribed and sworn before me

This 24th day of January, 20 17.

Jennifer Knighton

Notary Public in and for said County and State

JENNIFER KNIGHTON
Notary Public, State of Nevada
Appointment No. 14-15083-1
My Appt. Expires Sep 11, 2018

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-67184
1/25/17

FOR DEPARTMENT USE ONLY

Case #	WVR-68480
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

Revised 03/28/16

002272

RA 02080

180 Land Co LLC
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

180 Land Co LLC
Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company
Its: Manager

By: _____
Name: Yohan Lowie
Its: Manager
Date: January 4, 2017

PRJ-67184
01/04/17

WVR-68480

Exhibit 65

January 24, 2017

Mr. Tom Perrigo
City of Las Vegas Department of Planning
333 North Rancho Drive
Las Vegas, Nevada 89106

Revised Justification Letter for Waiver on 34.07 acre portion of Parcel No. 138-31-702-002

Dear Mr. Perrigo,

We are requesting a waiver allowing for 32' private streets (pursuant to the Fire Department's requirement) in addition to:

- on one side a 7' easement on the adjacent lots that will contain a 3' landscape separation back of curb and a 4' sidewalk; and,
- on the other side a 5' landscape easement on the adjacent lots

The above provides for a total street section of 44'.

The above street section is generally similar to the private street section in the adjacent San Michelle subdivision located in the adjacent Queensridge (not a part of this property).

The above comparative private street sections, in addition to the City standard section, are reflected on the attached. The City's standard section contains sidewalk on each side of the street which is not warranted in this application's streets due to the small number of lots in this subdivision.

Thank you for your consideration.
Sincerely yours,

Yohan Lowie,

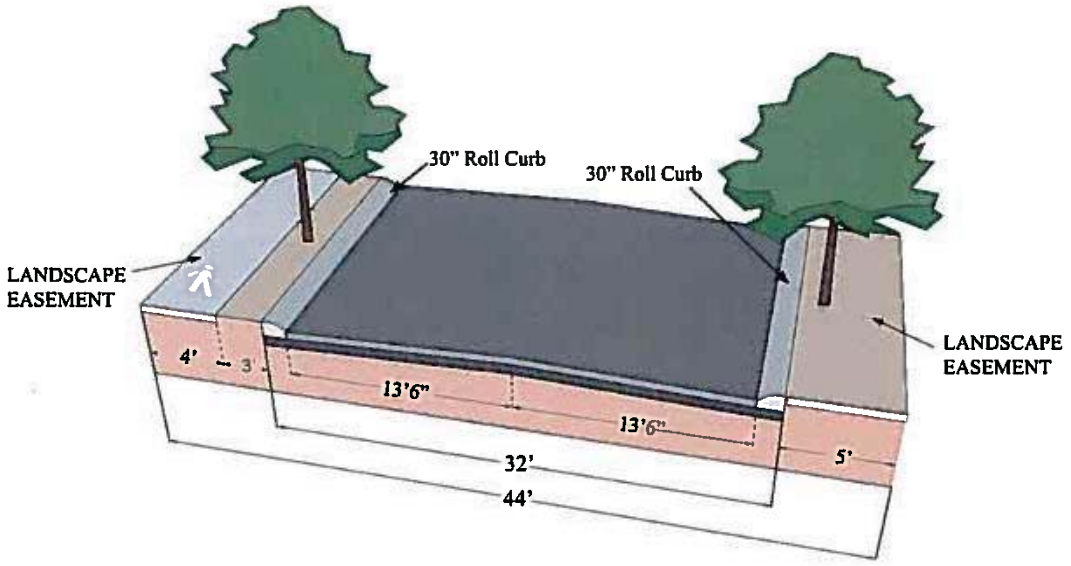
as Manager of EHB Companies LLC,

the Manager of 180 Land Company LLC

p 702-940-6930 f 702-940-6931 1215 S. Fort Apache Drive, Suite 120 Las Vegas, NV 89117 ehbcompanies.com

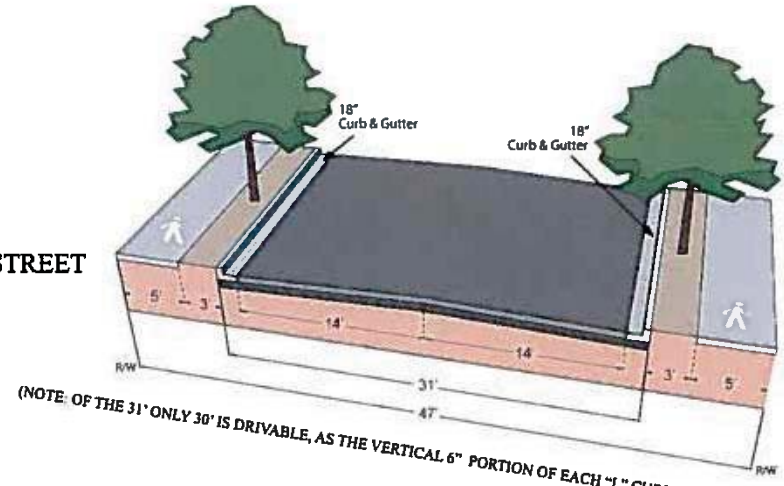
WVR-68480 - REVISED

PRJ-67184
01/25/17



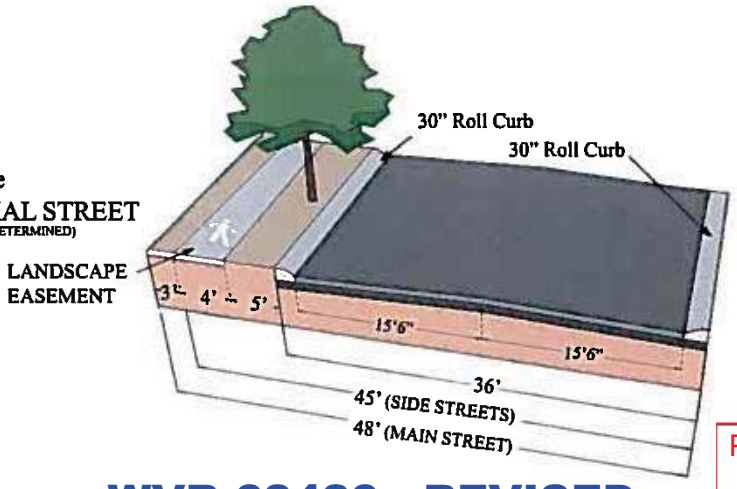
PARCEL 1 @ 180 RESIDENTIAL STREET

STANDARD 47'
RESIDENTIAL STREET
(19.04.210)



(NOTE: OF THE 31' ONLY 30' IS DRIVABLE, AS THE VERTICAL 6" PORTION OF EACH "L" CURB IS NOT A DRIVABLE SURFACE.)

San Michelle
RESIDENTIAL STREET
(AS BEST COULD BE DETERMINED)



PRJ-67184
01/25/17

WVR-68480 - REVISED

002275

RA 02084

Exhibit 66

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-68481 APN: 138-31-702-002

Name of Property Owner: 180 Land Co. LLC

Name of Applicant: 180 Land Co. LLC

Name of Representative: Yohan Lowie

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Yohan Lowie

Subscribed and sworn before me

This 28 day of December, 2016

LeeAnn Stewart-Schenke

Notary Public in and for said County and State

LEEANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

Revised 03/28/16

PRJ-67184
12/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SDR

Project Address (Location) Alta Drive and Hualapai Way

Project Name Parcel 1 @ the 180 **Proposed Use** R-PD7

Assessor's Parcel #(s) 138-31-702-002 **Ward #** 2

General Plan: existing _____ proposed _____ **Zoning:** existing R-PD7 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 34.07 Acres **Lots/Units** 61 + 12 CL **Density** 1.79

Additional Information _____

PROPERTY OWNER 180 Land Co. LLC **Contact** Yohan Lowie

Address 1215 South Fort Apache Road # 120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** NV **Zip** 89117

E-mail Address yohan@ehbcompanies.com

APPLICANT 180 Land Co.LLC **Contact** Yohan Lowie

Address 1215 South Fort Apache Road # 120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

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Property Owner Signature* see attached

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Yohan Lowie

Subscribed and sworn before me

This 21st day of December, 2016.

Jennifer Knighton

Notary Public in and for said County and State

JENNIFER KNIGHTON
Notary Public, State of Nevada
Appointment No. 14-15063-1
My Appt. Expires Sep 11, 2018

Revised 03/28/16

FOR DEPARTMENT USE ONLY

Case #	SDR-68481
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

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PRJ-67184
01/04/17

180 Land Co LLC
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

180 Land Co LLC
Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company
Its: Manager

By: _____
Name: Yohan Lowie
Its: Manager
Date: 12/21/16

PRJ-67184
01/04/17

SDR-68481

SDR 68481 & TMP 68482
180 Land Company, LLC

SEC Alta Drive & Hualapai Way

Proposed 61 unit single family residential development.

Proposed Use

Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	61	9.52	581
AM Peak Hour			0.75	46
PM Peak Hour			1.00	61

Existing traffic on nearby streets:

Hualapai Way	
Average Daily Traffic (ADT)	18,715
PM Peak Hour (heaviest 60 minutes)	1,497

Alta Drive	
Average Daily Traffic (ADT)	11,744
PM Peak Hour (heaviest 60 minutes)	940

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
Hualapai Way	44,468
Alta Drive	35,490

This project will add approximately 581 trips per day on Hualapai Wy. and Alta Dr. Currently, Hualapai is at about 42 percent of capacity and Alta is at about 33 percent of capacity. With this project, Hualapai is expected to be at about 43 percent of capacity and Alta to be at about 35 percent of capacity.

Based on Peak Hour use, this development will add into the area roughly 61 additional cars, or about one every minute.

Note that this report assumes all traffic from this development uses all named streets.

Exhibit 67

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: TMP-68482 APN: 138-31-702-002

Name of Property Owner: 180 Land Co. LLC

Name of Applicant: 180 Land Co. LLC

Name of Representative: Yohan Lowie

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Yohan Lowie

Subscribed and sworn before me

This 28 day of December, 2016

LeeAnn Stewart-Schenke

Notary Public in and for said County and State

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Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

Revised 03/28/16

PRJ-67184
12/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map

Project Address (Location) Alta Drive and Hualapai Way

Project Name Parcel 1 @ the 180 **Proposed Use** R-PD7

Assessor's Parcel #(s) 138-31-702-002 **Ward #** 2

General Plan: existing _____ proposed _____ **Zoning:** existing R-PD7 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 34.07 Acres **Lots/Units** 61 + 12 CL **Density** 1.79

Additional Information _____

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This 21st day of December, 2016.

Jennifer Knighton

Notary Public in and for said County and State

JENNIFER KNIGHTON
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FOR DEPARTMENT USE ONLY

Case #	TMP-68482
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

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PRJ-67184
01/04/17

Revised 03/28/16

180 Land Co LLC
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

180 Land Co LLC
Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company
Its: Manager

By: _____
Name: Yonah Lowie
Its: Manager
Date: 12-21-16

PRJ-67184
01/04/17

TMP-68482

TENTATIVE MAP FOR PARCEL 1 @ THE 180

A PORTION OF APN 138-31-702-002

DEVELOPMENT STANDARDS

BUILDING SETBACK TABLE (RPD7)

MAIN STRUCTURE SETBACKS (MINIMUM)	LOTS ≤ 20,000 SF	LOTS > 20,000 SF
MINIMUM LOT SIZE	10,000 SF	20,000 SF
FRONT YARD TO PRIVATE STREET OR ACCESS EASEMENT	30'	35'
SIDE YARD	5'	7.5'
CORNER SIDE YARD	12.5'	15'
REAR YARD	25'	30'
LOT COVERAGE	DICTATED BY SETBACKS	DICTATED BY SETBACKS

ACCESSORY STRUCTURES SETBACKS (MINIMUM)	LOTS ≤ 20,000 SF	LOTS > 20,000 SF
PORTE COCHERE TO PRIVATE STREET	15'	15'
SIDE LOAD GARAGE TO SIDE YARD PL	15'	15'
PATIO COVERS/ 2ND STORY DECKS	20'	20'
SEPARATION FROM MAIN BUILDING	6'	6'
CORNER SIDE YARD	5'	5'
REAR YARD	5'	5'
SIDE YARD	5'	5'

ACCESSORY STRUCTURES MAY HAVE TRELLIS/CANOPY/COVERED WALKWAY CONNECTING TO MAIN STRUCTURE

BUILDING HEIGHTS TABLE (RPD7)

BUILDING HEIGHTS	LOTS ≤ 20,000 SF	LOTS > 20,000 SF
MAIN STRUCTURE	40'	50'
ACCESSORY STRUCTURES	25'	30'

OF FLOORS – SINGLE AND TWO STORY ON SLAB OR OVER BASEMENT
OF FLOORS – ON LOTS > 35,000 SF, A THIRD STORY IS ALLOWED

USES – SINGLE FAMILY RESIDENCES AND ACCESSORY STRUCTURES

INDIVIDUAL COMMON LOT AREAS		PRIVATE PARK	PRIVATE ROADWAYS/ ENTRY	LANDSCAPE AREAS
CL–A	0.15 AC.			0.15 AC.
CL–B	0.30 AC.			0.30 AC.
CL–C	0.80 AC.	0.80 AC.		
CL–D	0.09 AC.			0.09 AC.
CL–E	0.03 AC.			0.03 AC.
CL–F	0.28 AC.			0.28 AC.
CL–G	0.09 AC.	0.09 AC.		
CL–H	0.24 AC.	0.24 AC.		
CL–I	0.04 AC.			0.04 AC.
CL–J	4.26 AC.		4.26 AC.	
CL–K	0.05 AC.			0.05 AC.
CL–L	0.04 AC.			0.04 AC.
TOTAL	6.33 AC.	1.13 AC.	4.26 AC.	0.98 AC.

BUILDING ELEVATIONS AND FLOOR PLANS

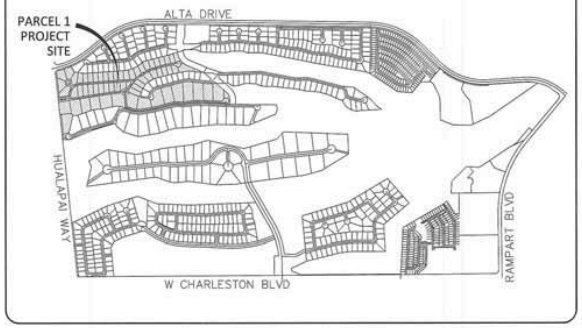
THE LOTS ARE CUSTOM LOTS AND THEREFORE, ELEVATIONS AND FLOOR PLANS ARE NOT PROVIDED

DEVIATION FROM CITY STANDARDS

- OVER-LENGTH CUL-DE-SACS LENGTHS:
  "E" STREET TO "D" AVENUE = 1867.0'
  "C" AVENUE = 1016'
- ON-SITE PRIVATE STREET WIDTH IS 30' B/C TO B/C WITH 30' ROLL CURB, WHERE 37' IS REQUIRED WITH 2' "L" TYPE CURB.
- 30" ROLL CURB ON ALL ON-SITE PRIVATE STREETS.

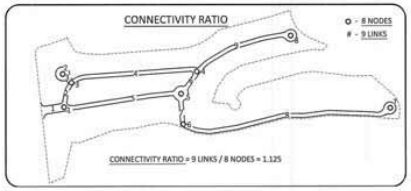
LOCATION MAP

NOT TO SCALE



CONNECTIVITY RATIO

O - 8 NODES
- 9 LINKS



CONNECTIVITY RATIO = 9 LINKS / 8 NODES = 1.125

ABBREVIATIONS

AC	ASPHALT CONCRETE, ACRE	PC	POINT OF CURVATURE,
ADD'L	ADDITIONAL		PRESSURE CLASS
AP	ANGLE POINT	PCC	POINT OF COMPOUND CURVE
APN	ASSESSOR'S PARCEL NUMBER	PI	POINT OF INTERSECTION
APPROX	APPROXIMATELY		PROPERTY LINE
AVAR	AIR VALVE, AIR RELEASE ASSEMBLY	POC	POINT OF CONNECTION
BC	BACK OF CURB	POT	POINT ON TANGENT
BCR	BEGIN CURB RETURN	PROP	PROPOSED
BM	BENCHMARK	PRVC	POINT OF REVERSE VERTICAL CURVE
BO	BLOW-OFF	PSI	POUNDS PER SQUARE INCH
BVCE	BEGIN VERTICAL CURVE ELEVATION	PT	POINT OF TANGENCY
BVCS	BEGIN VERTICAL CURVE STATION	P.U.E.	PUBLIC DRAINAGE EASEMENT
BW	BACK OF SIDEWALK	PVC	POLYVINYL CHLORIDE
C/L	CENTERLINE		
CATV	UNDERGROUND CABLE TV	PVI	POINT OF VERTICAL INTERSECTION
CE	COMMON ELEMENT	PVMT	PAVEMENT
CF'S	CUBIC FEET PER SECOND	PZ	PRESSURE ZONE
CL	COMMON LOT	R, RAD	RADIAL, RADIUS
CLV	CITY OF LAS VEGAS	RCB	REINFORCED CONCRETE BOX
CMU	CONCRETE MASONRY UNIT	RCP	REINFORCED CONCRETE PIPE
CO	CLEANOUT	RD	ROAD
CONC	CONCRETE	ROW,R/W	RIGHT OF WAY
CONST	CONSTRUCT OR CONSTRUCTION	SD	STORM DRAIN
Δ	DELTA	SDMH	STORM DRAIN MANHOLE
DEFL	DEFLECTION	SECT	SECTION
DIST	DISTANCE	SF	SQUARE FOOT/FEET
DTL	DETAIL	SHT	SHEET
DWG	DRAWING	SQ	SQUARE
ELEV	ELEVATION	SS	SANITARY SEWER
EP, EOP	EDGE OF PAVEMENT	SSMH	SANITARY SEWER MANHOLE
ESMT	EASEMENT	STA	STATION
EVC	END VERTICAL CURVE	ST	STREET
EXISTLEX	EXISTING	STD	STANDARD
FF, FFE	FINISH FLOOR ELEVATION	SWG	SOUTHWEST GAS
FG	FINISH GRADE	TC	TOP OF CURB
FH	FIRE HYDRANT	TEMP	TEMPORARY
FL	FLOW LINE	UAE	UTILITY ACCESS EASEMENT
FT	FOOT/FEET	UTL	UTILITY
FUT	FUTURE	VAR	VARIABLE/VARIES
G	GAS	VC	VERTICAL CURVE
GA	GAGE, GUY ANCHOR	VERT	VERTICAL
GB	GRADE BREAK	VG	VALLEY GUTTER
GFF	GARAGE FINISHED FLOOR	VOL	VOLUME
GRD	GRADE, GROUND	W	WATER, WEST
H, HGT	HEIGHT	W/	WITH
INV	INVERT	WTR	WATER
LF	LINEAR FEET	YD	YARD, YARD DRAIN
LSLSDP	LANDSCAPE		
LVVWD	LAS VEGAS VALLEY WATER DISTRICT		
MAX	MAXIMUM		
MH	MANHOLE		
MIN	MINIMUM		
NVE	NEVADA ENERGY		
NTS	NOT TO SCALE		

LEGEND

- EASEMENT LINE
- EXISTING DROP INLET
- EXISTING FIRE HYDRANT
- 10" PVC W — EXISTING WATER LINE
- 12" PVC W — PROPOSED WATER LINE
- SS — EXISTING SEWER LINE W/MH
- 8" PVC SS — PROPOSED SEWER LINE W/MH
- EXISTING GAS MAIN
- SANITARY SEWER FLOW DIRECTION
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- CENTERLINE
- PROPOSED LOT LINE
- PROPERTY LINE
- CE-1 — COMMON ELEMENT
- LOT 1 — RESIDENTIAL LOT
- 1.00% — ROAD SLOPE
- (1 / CD1) — DRAWING NUMBER FOR DETAIL W/ REF. TO THE SHEET WHERE IT IS SHOWN
- EXISTING STREET LIGHT (STLT)
- MH — EXISTING MANHOLE
- (3005) — EXISTING CONTOUR
- PROPOSED STREETLIGHT (STLT)
- FEMA FLOOD ZONE "X"
- PAVEMENT
- RESIDENTIAL BUILDINGS
- LANDSCAPE

1. PARCEL 1 LIES WITHIN ZONE "X", WHICH IS OUTSIDE THE 100 YEAR FLOOD PLAIN.
2. BUILDING SETBACKS TO COMPLY WITH THE BUILDING SETBACK TABLE SHOWN ON THIS SHEET.
3. ALL INTERIOR PUBLIC SEWER AND PUBLIC WATER MAINS ARE 8" UNLESS OTHERWISE SHOWN.
4. ALL CURB RETURN RADII ARE A MINIMUM OF 15'.
5. ALL INTERIOR STREETS ARE PRIVATE DRIVE AISLES WITH PUBLIC UTILITY EASEMENTS.

PARKING TABLE

REQUIRED OFF STREET PARKING
2 PARKING SPACES PER DWELLING UNIT
1 PARKING SPACE PER CASITA
ASSUME : 61 RESIDENTIAL LOTS W/ A CASITA
61 DWELLING UNITS + CASITA = 183 SPACES

PROVIDED OFF STREET PARKING
2 SPACES PER GARAGE
2 SPACES PER DRIVEWAY
61X4=244 OFF STREET PARKING SPACES

ON STREET PARKING WILL NOT BE ALLOWED WITHIN THIS SUBDIVISION.

LAND USE

A PORTION OF APN # 138–31–702–002

EXISTING ZONING	= R-PD7
TOTAL ACREAGE	= 34.07 ACRES GROSS
COMMON LOT ACREAGE	
TOTAL PARK ACREAGE	= 1.13 ACRES GROSS
TOTAL LANDSCAPE ACREAGE	= 0.98 ACRES GROSS
TOTAL PRIVATE STREET ACREAGE	= 4.26 ACRES GROSS
TOTAL COMMON LOT AREA	= 6.37 ACRES
NUMBER OF COMMON LOTS	= 12
NUMBER OF DWELLING UNITS	= 61
DENSITY (61 DU/34.07 AC)	= 1.79 DU/ACRES GROSS

SEWAGE CONTRIBUTION:
AVERAGE: 61 ERU'S X 250 GPD/ERU = 15,250 GPD
PEAK FLOW: 15,250 GPD X 3.4 (PF) = 51,850 GPD

ENGINEER AND SURVEYOR

GCW, INC.
1555 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146
PHONE (702) 804–2000
FAX (702) 804–2299

UTILITY SERVICE BY

LAS VEGAS VALLEY WATER DISTRICT
CITY OF LAS VEGAS SEWER
REPUBLIC SERVICES OF SOUTHERN NEVADA
NV ENERGY
CENTURYLINK
SOUTHWEST GAS CORPORATION
COX COMMUNICATIONS LAS VEGAS, INC.

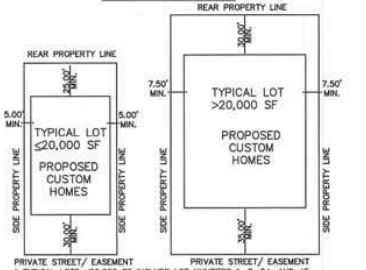
RECORD OWNER

180 LAND COMPANY, LLC
1215 S. FORT APACHE ROAD
SUITE 120
LAS VEGAS, NV 89117
PHONE: 702–940–6930
FAX: 702–940–6931

DEVELOPER

EHB COMPANIES, LLC AS MANAGER FOR 180 LAND COMPANY, LLC
1215 S. FORT APACHE ROAD
LAS VEGAS, NV 89117
SUITE 120
PHONE: 702–940–6930
FAX: 702–940–6931

TYPICAL BUILDING SETBACK



* TYPICAL LOTS ≤20,000 SF INCLUDE LOT NUMBERS 1, 2, 24, AND 45

BENCHMARK

BM #	DESCRIPTION	NAVD 88	NAVD 88
9LV–106NWG	CITY OF LAS VEGAS VERTICAL CONTROL POINT "9LV106NWG"; BEING A RIVET & PLATE IN TOP OF CURB AT SW CORNER OF CHARLESTON & HUALAPAI IN PORK CHOP ISLAND.	2914.54 (FEET)	888.355 (METERS)

NOTE

CITY OF LAS VEGAS VERTICAL CONTROL 2008 ADJUSTMENT (UPDATED 05/24/2010) BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD'88).

BASIS OF BEARINGS

NORTH 89°41'18" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN THE BOOK 77, PAGE 23 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

LEGAL DESCRIPTION

PARCEL 1 AS SHOWN BY MAP THERE OF ON FILE IN BOOK ____ OF PARCEL MAPS, PAGE _____, IN THE OFFICE OF CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NV.

PRJ-67184
01/25/17

GCW ENGINEERS \ SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

PROJECT NO. 840-054

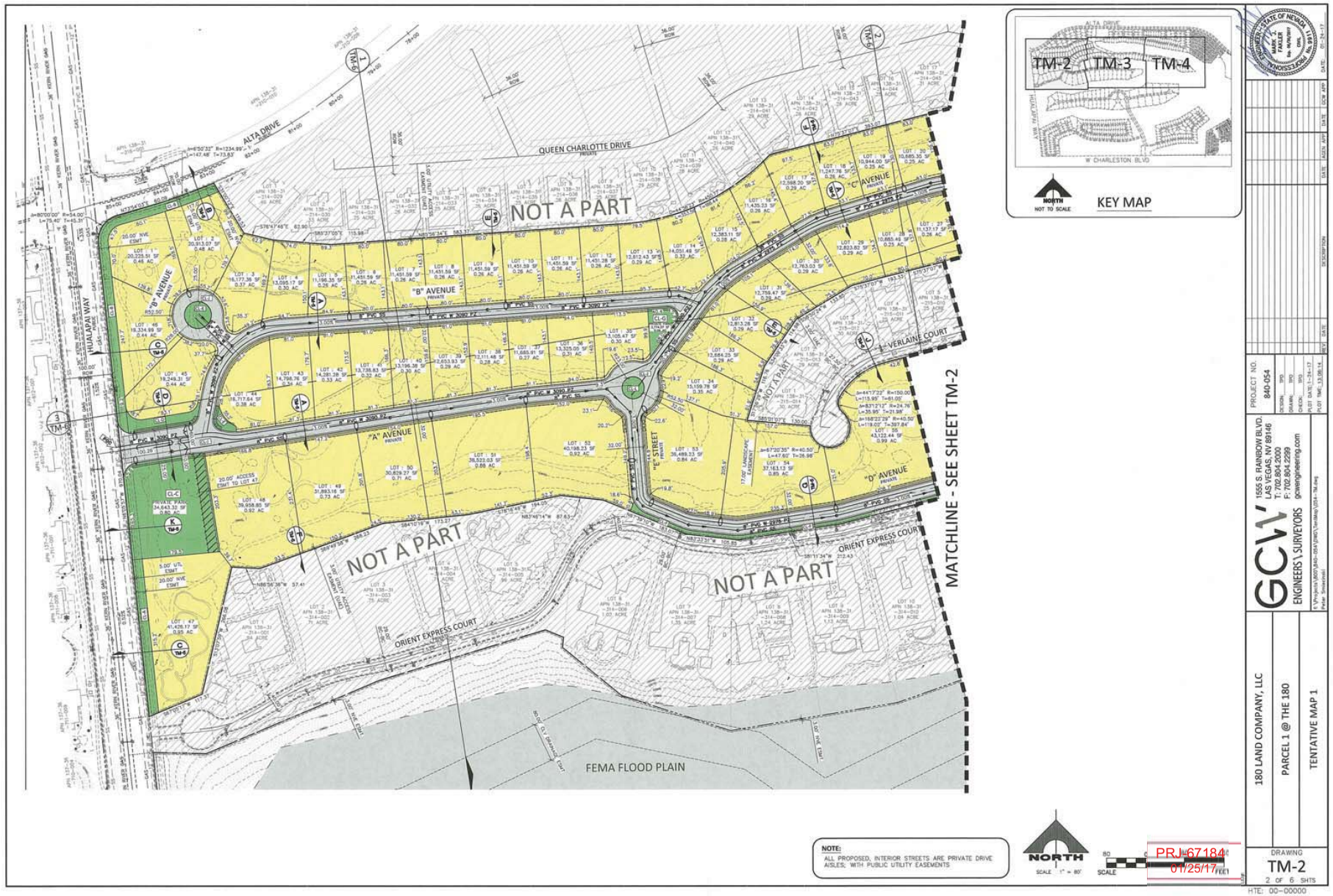
180 LAND COMPANY, LLC
PARCEL 1 @ THE 180
COVER SHEET

DRAWING TM-1
1 OF 6 SHTS

HTE: 00-00000

002283
RA 02094

TMP-68482 - REVISED



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RA 02095

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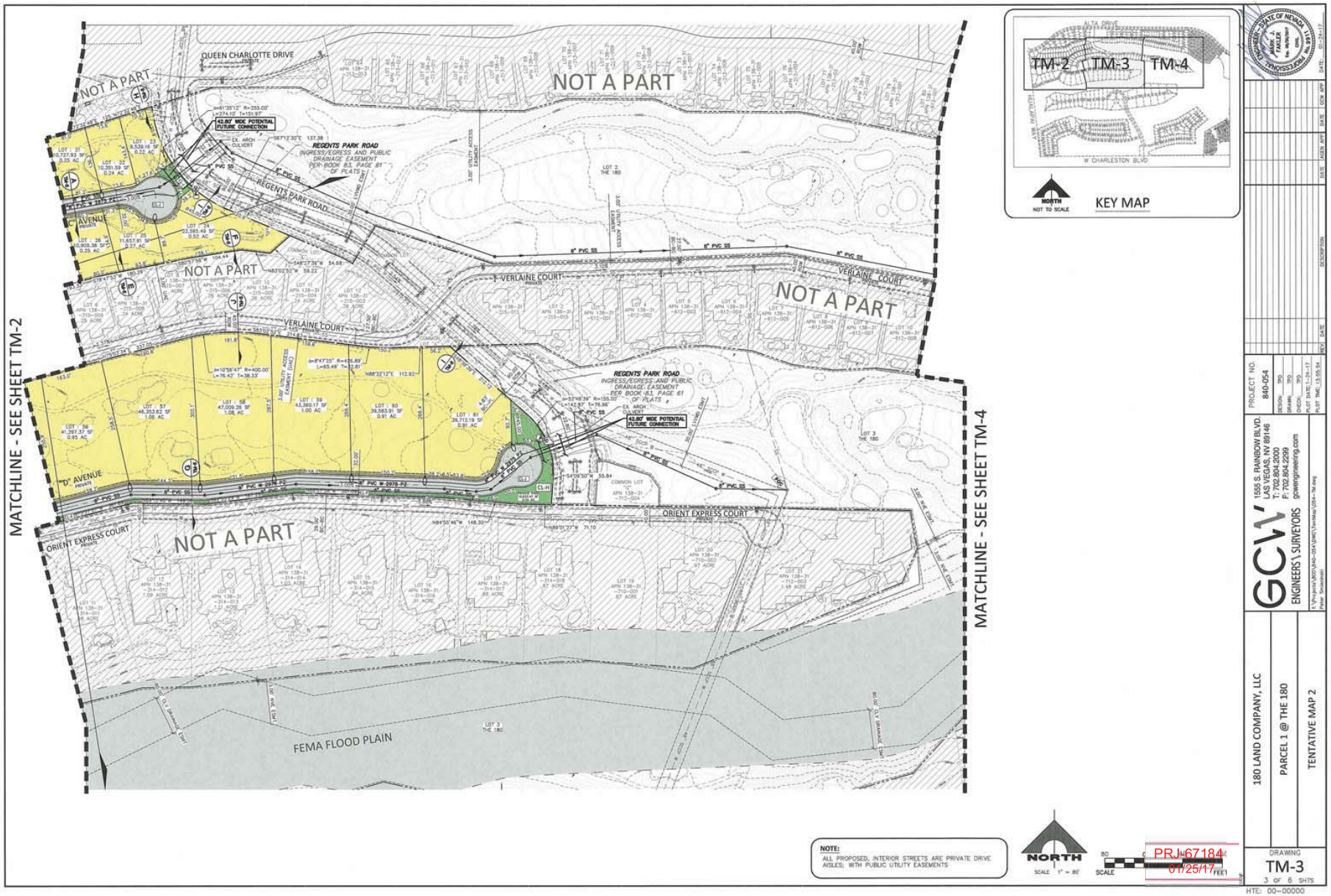
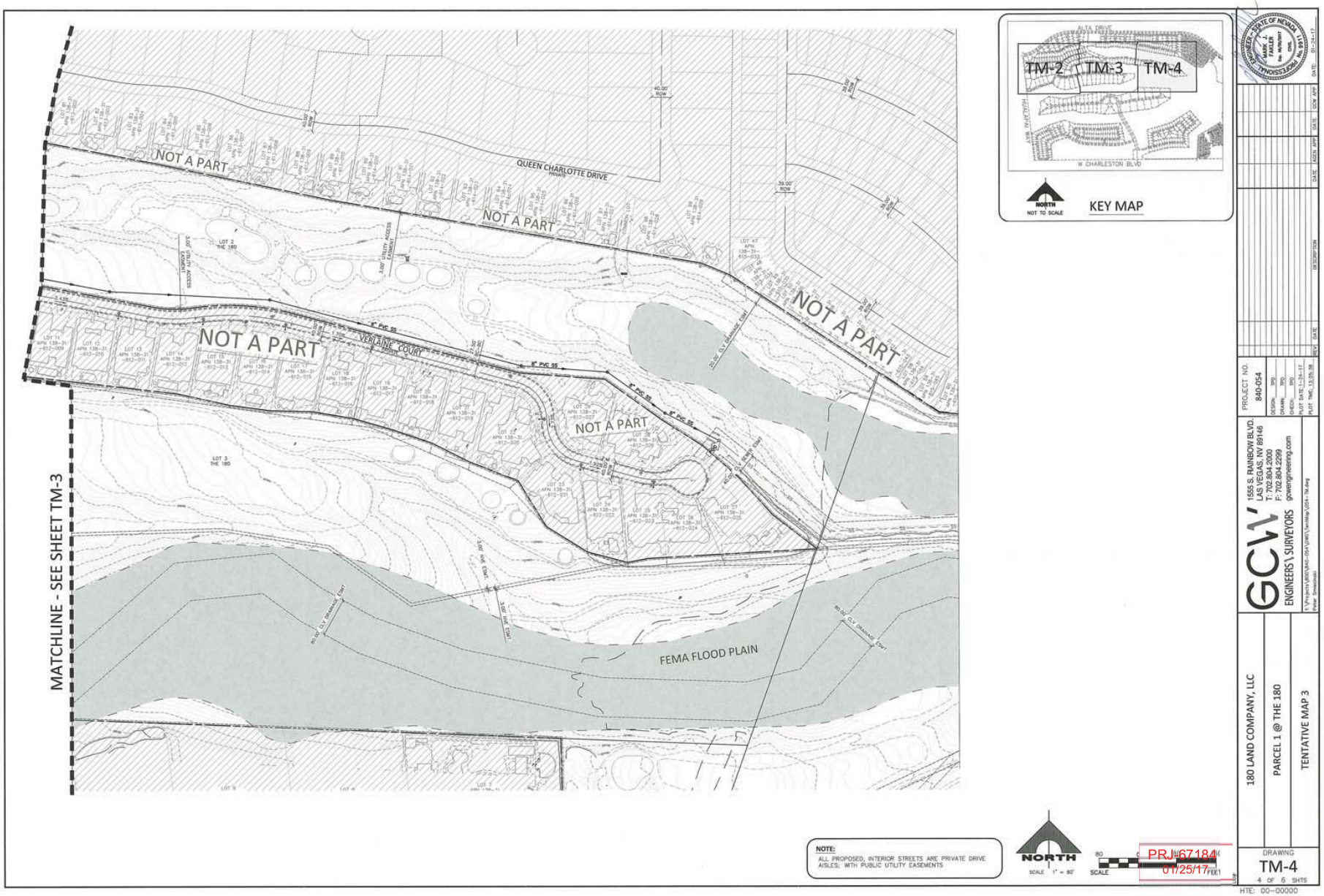


TMP-68482 - REVISED

RA 02096

002285



002286

RA 02097

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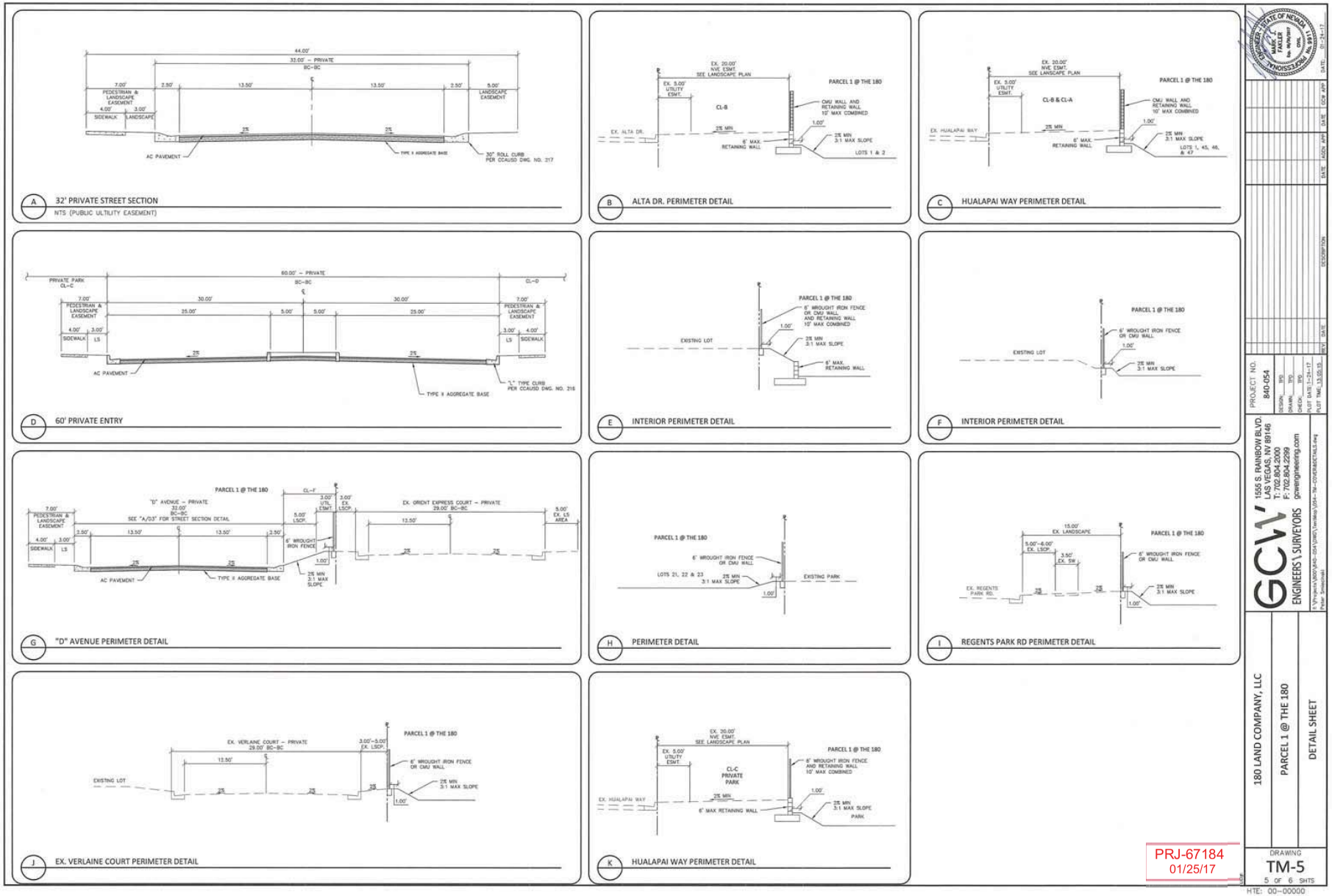

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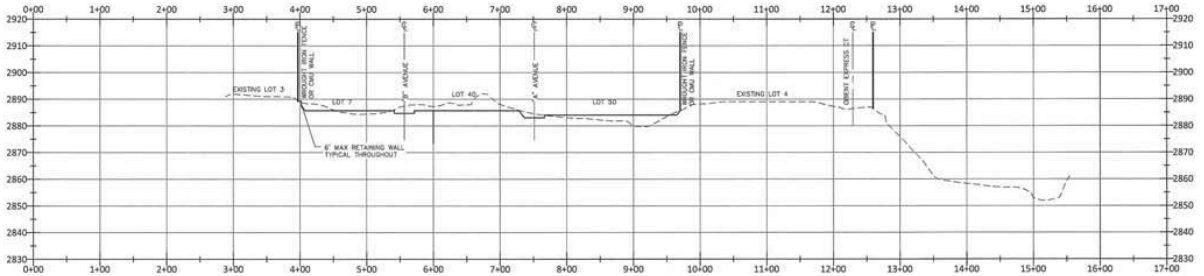
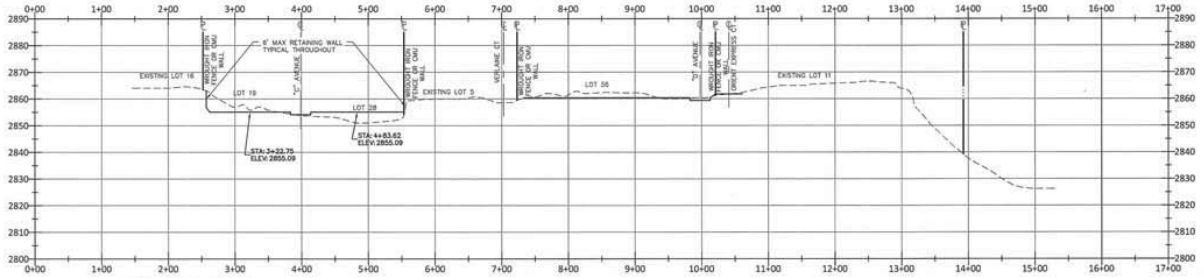
RA 02098

TMP-68482 - REVISED



1 CROSS SECTION 1



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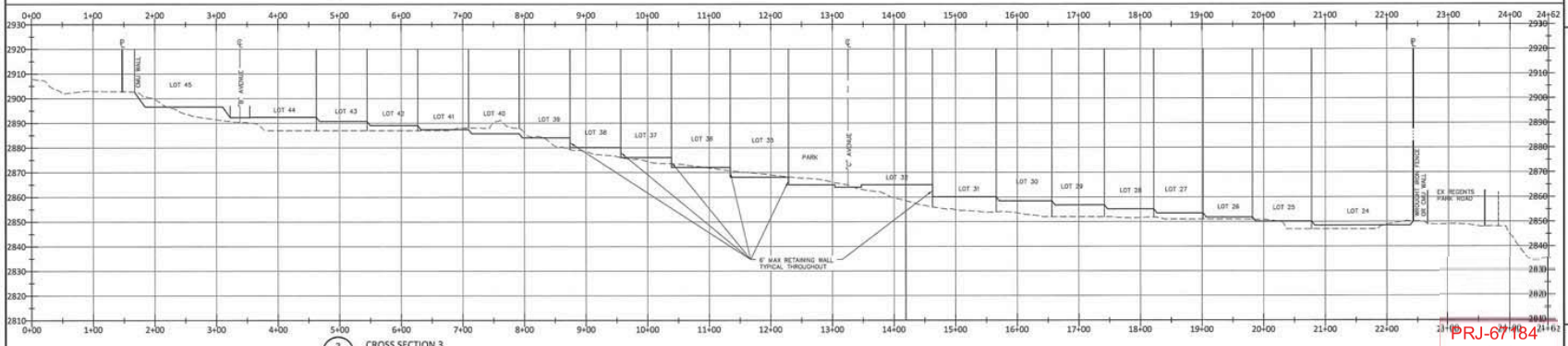

3 CROSS SECTION 3

PRJ-67184
01/25/17

GCW
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LAS VEGAS, NV 89146
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gcwengineering.com
ENGINEERS \ SURVEYORS

PROJECT NO. 840-054
DESIGN TPD
DRAWN TPD
CHECK TPD
PLOT DATE 1-24-17
PLOT TIME 13:05:02

180 LAND COMPANY, LLC
PARCEL 1 @ THE 180
CROSS SECTIONS

DRAWING
TM-5
5 OF 6 SHTS

HTE: 00-00000

002288
RA 02099

TMP-68482 - REVISED

DEPARTMENT OF PLANNING

DATE:

City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: PROJECT NAME PARCEL 1@ THE 180
Tentative Map Election to Follow Alternative Procedure and Consent to Extension of Time Limit

To whom it may concern:

180 LAND COMPANY LLC BY ITS MANAGER EHB COMPANIES LLC (Subdivider) hereby elects to follow the alternative procedure for tentative map processing set forth in LVMC 19.16.050(C)(4). In so doing, Subdivider acknowledges that this election and the City's acceptance of a tentative map application as complete shall be deemed to constitute the mutual consent of the City and Subdivider to extend the time limits set forth in NRS 278.350 for the City to act and report on a tentative map. Subdivider also acknowledges that final action on the map may not occur until final action has been taken on any related zoning application, site development plan review, or both. Subdivider has elected the alternative procedure to facilitate the ability of the tentative map to be heard concurrently with any and all associated land use entitlements.

If any question or concerns arise from this request please contact FRANK PANKRATZ at (702)-940-6930 X 353. Thank you.

Sincerely, BY 180 LAND COMPANY LLC BY ITS MANAGER EHB COMPANIES LLC

(Signature)

By: Vickie DeHart
(Print) ITS: MANAGER

LEEANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

Subscribed and sworn before me

This 3 day of January, 20 17.

Leeann Stewart-Schencke
Notary Public in and for said County and State

PRJ-67184
01/04/17

TMP-68482

SDR 68481 & TMP 68482
180 Land Company, LLC

SEC Alta Drive & Hualapai Way

Proposed 61 unit single family residential development.

Proposed Use

Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	61	9.52	581
AM Peak Hour			0.75	46
PM Peak Hour			1.00	61

Existing traffic on nearby streets:

Hualapai Way	
Average Daily Traffic (ADT)	18,715
PM Peak Hour (heaviest 60 minutes)	1,497

Alta Drive	
Average Daily Traffic (ADT)	11,744
PM Peak Hour (heaviest 60 minutes)	940

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
Hualapai Way	44,468
Alta Drive	35,490

This project will add approximately 581 trips per day on Hualapai Wy. and Alta Dr. Currently, Hualapai is at about 42 percent of capacity and Alta is at about 33 percent of capacity. With this project, Hualapai is expected to be at about 43 percent of capacity and Alta to be at about 35 percent of capacity.

Based on Peak Hour use, this development will add into the area roughly 61 additional cars, or about one every minute.

Note that this report assumes all traffic from this development uses all named streets.

Exhibit 68

SITE PLAN FOR SITE DEVELOPMENT REVIEW
PARCEL 1 @ THE 180
A PORTION OF APN 138-31-702-002

DEVELOPMENT STANDARDS

BUILDING SETBACK TABLE (RPD7)

MAIN STRUCTURE SETBACKS (MINIMUM)	LOTS ≤ 20,000 SF	LOTS > 20,000 SF
MINIMUM LOT SIZE	10,000 SF	20,000 SF
FRONT YARD TO PRIVATE STREET OR ACCESS EASEMENT	30'	35'
SIDE YARD	5'	7.5'
CORNER SIDE YARD	12.5'	15'
REAR YARD	25'	30'
LOT COVERAGE	DICTATED BY SETBACKS	DICTATED BY SETBACKS

ACCESSORY STRUCTURES SETBACKS (MINIMUM)	LOTS ≤ 20,000 SF	LOTS > 20,000 SF
PORTE COCHERE TO PRIVATE STREET	15'	15'
SIDE LOAD GARAGE TO SIDE YARD PL	15'	15'
PATIO COVERS/ 2ND STORY DECKS	20'	20'
SEPARATION FROM MAIN BUILDING	6'	6'
CORNER SIDE YARD	5'	5'
REAR YARD	5'	5'
SIDE YARD	5'	5'

ACCESSORY STRUCTURES MAY HAVE TRELLIS/CANOPY/COVERED WALKWAY CONNECTING TO MAIN STRUCTURE

BUILDING HEIGHTS TABLE (RPD7)

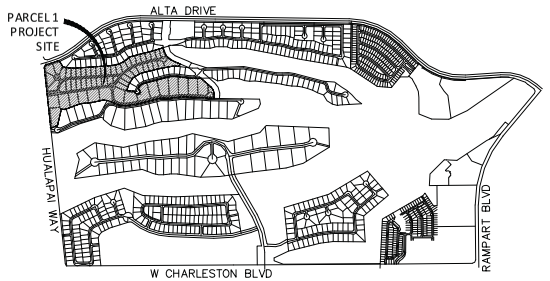
BUILDING HEIGHTS	LOTS ≤ 20,000 SF	LOTS > 20,000 SF
MAIN STRUCTURE	40'	50'
ACCESSORY STRUCTURES	25'	30'

OF FLOORS – SINGLE AND TWO STORY ON SLAB OR OVER BASEMENT
OF FLOORS – ON LOTS > 35,000 SF, A THIRD STORY IS ALLOWED

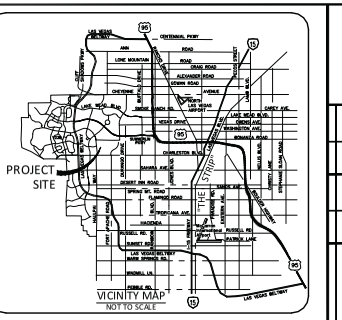
USES – SINGLE FAMILY RESIDENCES AND ACCESSORY STRUCTURES

INDIVIDUAL COMMON LOT AREAS		PRIVATE PARK	PRIVATE ROADWAYS/ ENTRY	LANDSCAPE AREAS
CL–A	0.15 AC.			0.15 AC.
CL–B	0.30 AC.			0.30 AC.
CL–C	0.80 AC.	0.80 AC.		
CL–D	0.09 AC.			0.09 AC.
CL–E	0.03 AC.			0.03 AC.
CL–F	0.28 AC.			0.28 AC.
CL–G	0.09 AC.	0.09 AC.		
CL–H	0.24 AC.	0.24 AC.		
CL–I	0.04 AC.			0.04 AC.
CL–J	4.26 AC.		4.26 AC.	
CL–K	0.05 AC.			0.05 AC.
CL–L	0.04 AC.			0.04 AC.
TOTAL	6.33 AC.	1.13 AC.	4.26 AC.	0.98 AC.

LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE



DEVIATION FROM CITY STANDARDS
- OVER-LENGTH CUL-DE-SACS
  LENGTHS:
  "E" STREET TO "D" AVENUE = 1,867.0'
  "C" AVENUE = 1016'
- ON-SITE PRIVATE STREET WIDTH IS 30' B/C TO B/C WITH 30" ROLL CURB, WHERE 37' IS REQUIRED WITH 2' "L" TYPE CURB.
- 30" ROLL CURB ON ALL ON-SITE PRIVATE STREETS.

BUILDING ELEVATIONS AND FLOOR PLANS
THE LOTS ARE CUSTOM LOTS AND THEREFORE, ELEVATIONS AND FLOOR PLANS ARE NOT PROVIDED

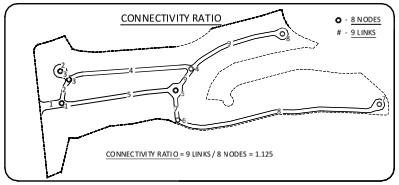
ABBREVIATIONS

AC	ASPHALT CONCRETE, ACRE	PC	POINT OF CURVATURE, PRESSURE CLASS
ADD'L	ADDITIONAL	PCC	POINT OF COMPOUND CURVE
AP	ANGLE POINT	PI	POINT OF INTERSECTION
APN	ASSESSOR'S PARCEL NUMBER	:	PROPERTY LINE
APPROX	APPROXIMATELY	POC	POINT OF CONNECTION
AVAR	AIR VALVE, AIR RELEASE ASSEMBLY	POT	POINT ON TANGENT
BC	BACK OF CURB	PROP	PROPOSED
BCR	BEGIN CURB RETURN	PRVC	POINT OF REVERSE VERTICAL CURVE
BM	BENCHMARK	PSI	POUNDS PER SQUARE INCH
BO	BLOW-OFF	PT	POINT OF TANGENCY
BVCE	BEGIN VERTICAL CURVE ELEVATION	P.U.E.	PUBLIC DRAINAGE EASEMENT
BVCS	BEGIN VERTICAL CURVE STATION	PVC	POLYVINYL CHLORIDE
BW	BACK OF SIDEWALK	PVI	POINT OF VERTICAL INTERSECTION
C/L	CENTERLINE	PVMT	PAVEMENT
CATV	UNDERGROUND CABLE TV	PZ	PRESSURE ZONE
CE	COMMON ELEMENT	R, RAD	RADIUS, RADIUS
CFS	CUBIC FEET PER SECOND	RCB	REINFORCED CONCRETE BOX
CL	COMMON LOT	RCP	REINFORCED CONCRETE PIPE
CLV	CITY OF LAS VEGAS	RD	ROAD
CMU	CONCRETE MASONRY UNIT	ROW,R/W	RIGHT OF WAY
CO	CLEANOUT	SD	STORM DRAIN
CONC	CONCRETE	SDMH	STORM DRAIN MANHOLE
CONST	CONSTRUCT, OR CONSTRUCTION	SECT	SECTION
Δ	DELTA	SF	SQUARE FOOT/FEET
DEFL	DEFLECTION	SHT	SHEET
DIST	DISTANCE	SQ	SQUARE
DTL	DETAIL	SS	SANITARY SEWER
DWG	DRAWING	SSMH	SANITARY SEWER MANHOLE
ELEV	ELEVATION	STA	STATION
EP, EOP	EDGE OF PAVEMENT	ST	STREET
ESMT	EASEMENT	STD	STANDARD
EVC	END VERTICAL CURVE	SWG	SOUTHWEST GAS
EXIST,EX	EXISTING	TC	TOP OF CURB
FF, FFE	FINISH FLOOR ELEVATION	TEMP	TEMPORARY
FG	FINISH GRADE	UAE	UTILITY ACCESS EASEMENT
FH	FIRE HYDRANT	UTIL	UTILITY
FL	FLOW LINE	VAR	VARIABLE/VARIES
FT	FOOT/FEET	VC	VERTICAL CURVE
FUT	FUTURE	VERT	VERTICAL
G	GAS	VG	VALLEY GUTTER
GA	GAGE, GUY ANCHOR	VOL	VOLUME
GB	GRADE BREAK	W	WATER, WEST
GFF	GARAGE FINISHED FLOOR	WITH	WITH
GRD	GRADE, GROUND	WTR	WATER
H, HGT	HEIGHT	YD	YARD, YARD DRAIN
INV	INVERT		
LF	LINEAR FEET		
LS,LSCP	LANDSCAPE		
LVVWD	LAS VEGAS VALLEY WATER DISTRICT		
MAX	MAXIMUM		
MH	MANHOLE		
MIN	MINIMUM		
NVE	NEVADA ENERGY		
NTS	NOT TO SCALE		

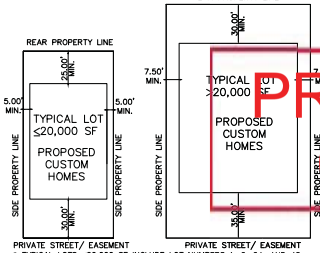
LEGEND

	EASEMENT LINE
	EXISTING DROP INLET
FH	EXISTING FIRE HYDRANT
10" PVC W	EXISTING WATER LINE
12" PVC W	PROPOSED WATER LINE
SS	EXISTING SEWER LINE W/MH
8" PVC SS	PROPOSED SEWER LINE W/MH
EX.G	EXISTING GAS MAIN
	SANITARY SEWER FLOW DIRECTION
	EXISTING CURB AND GUTTER
	PROPOSED CURB AND GUTTER
	CENTERLINE
	PROPOSED LOT LINE
	PROPERTY LINE
CE-1	COMMON ELEMENT
LOT 1	RESIDENTIAL LOT
1.00%	ROAD SLOPE
1 / CD1	DRAWING NUMBER FOR DETAIL W/ REF. TO THE SHEET WHERE IT IS SHOWN
	EXISTING STREET LIGHT (STLT)
MH	EXISTING MANHOLE
(3005)	EXISTING CONTOUR
	PROPOSED STREETLIGHT (STLT)
	FEMA FLOOD ZONE "X"
	PAVEMENT
	RESIDENTIAL BUILDINGS
	LANDSCAPE

CONNECTIVITY RATIO



TYPICAL BUILDING SETBACK



* TYPICAL LOTS ≤20,000 SF INCLUDE LOT NUMBERS 1, 2, 24, AND 45

PARKING TABLE
REQUIRED OFF STREET PARKING
2 PARKING SPACES PER DWELLING UNIT
1 PARKING SPACE PER CASITA
ASSUME: 61 RESIDENTIAL LOTS W/ A CASITA
61 DWELLING UNITS + CASITA = 183 SPACES

PROVIDED OFF STREET PARKING
2 SPACES PER GARAGE
2 SPACES PER DRIVEWAY
61X4=244 OFF STREET PARKING SPACES

ON STREET PARKING WILL NOT BE ALLOWED WITHIN THIS SUBDIVISION.

1. PARCEL 1 LIES WITHIN ZONE "X", WHICH IS OUTSIDE THE 100 YEAR FLOOD PLAIN.
2. BUILDING SETBACKS TO COMPLY WITH THE BUILDING SETBACK TABLE SHOWN ON THIS SHEET.
3. ALL INTERIOR PUBLIC SEWER AND PUBLIC WATER MAINS ARE 8" UNLESS OTHERWISE SHOWN.
4. ALL CURB RETURN RADII ARE A MINIMUM OF 15'.
5. ALL INTERIOR STREETS ARE PRIVATE DRIVE AISLES WITH PUBLIC UTILITY EASEMENTS.

LAND USE
A PORTION OF APN # 138-31-702-002

EXISTING ZONING	= R-PD7
TOTAL ACREAGE	= 34.07 ACRES GROSS
COMMON LOT ACREAGE	
TOTAL PARK ACREAGE	= 1.13 ACRES GROSS
TOTAL LANDSCAPE ACREAGE	= 0.98 ACRES GROSS
TOTAL PRIVATE STREET ACREAGE	= 4.26 ACRES GROSS
TOTAL COMMON LOT AREA	= 6.37 ACRES
NUMBER OF COMMON LOTS	= 12
NUMBER OF DWELLING UNITS	= 61
DENSITY (61 DU/34.07 AC)	= 1.79 DU/ACRES GROSS

SEWAGE CONTRIBUTION:
AVERAGE: 61 ERU'S X 250 GPD/ERU = 15,250 GPD
PEAK FLOW: 15,250 GPD X 3.4 (PF) = 51,850 GPD

BENCHMARK

BM #	DESCRIPTION:	NAVD 88	NAVD 88
9LV	CITY OF LAS VEGAS VERTICAL CONTROL POINT "LVVICINITY", BEING A DRIVEN & PLATED IN TOP OF CURB AT THE SW CORNER OF CABLE DRIVE & HUALAPAI IN PORK CHOP ISLAND.	2914.54 (FEET)	888.355 (METERS)

NOTE
CITY OF LAS VEGAS VERTICAL CONTROL 2008 ADJUSTMENT (UPDATED 05/22/2008) BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

BASIS OF BEARINGS
NORTH 89°41'18" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN THE BOOK 77, PAGE 23 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

LEGAL DESCRIPTION
PARCEL 1 AS SHOWN BY MAP THERE OF ON FILE. IN FILE _____ OF PARCEL MAPS, PAGE_____, IN THE OFFICE OF CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NV.

ENGINEER AND SURVEYOR
GCW, INC.
1555 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146
PHONE (702) 804–2000
FAX (702) 804–2299

UTILITY SERVICE BY
LAS VEGAS VALLEY WATER DISTRICT
CITY OF LAS VEGAS SEWER
REPUBLIC SERVICES OF SOUTHERN NEVADA
NV ENERGY
CENTURYLINK
SOUTHWEST GAS CORPORATION
COX COMMUNICATIONS LAS VEGAS, INC.

RECORD OWNER
180 LAND COMPANY, LLC
1215 S. FORT APACHE ROAD
SUITE 120
LAS VEGAS, NV 89117
PHONE: 702–940–6930
FAX: 702–940–6931

DEVELOPER
EHB COMPANIES, LLC AS MANAGER FOR
180 LAND COMPANY, LLC
1215 S. FORT APACHE ROAD
LAS VEGAS, NV 89117
SUITE 120
PHONE: 702–940–6930
FAX: 702–940–6931

PRJ-68481
01/25/17

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T: 702.804.2000
F: 702.804.2299
gcwengineering.com
ENGINEERS \ SURVEYORS

PROJECT NO. 840-054
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DRAWN: TPD
CHECK: TPD
PLOT DATE: 01-24-17
PLOT TIME: 13:08:28

REV	DATE	DESCRIPTION	DATE	WORK APP	DATE	DCW APP	DATE:

180 LAND COMPANY, LLC
PARCEL 1 @ THE 180
COVER SHEET

DRAWING
SDR-1
1 OF 6 SHTS

HTE: 00–00000

002291
RA 02103

GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED

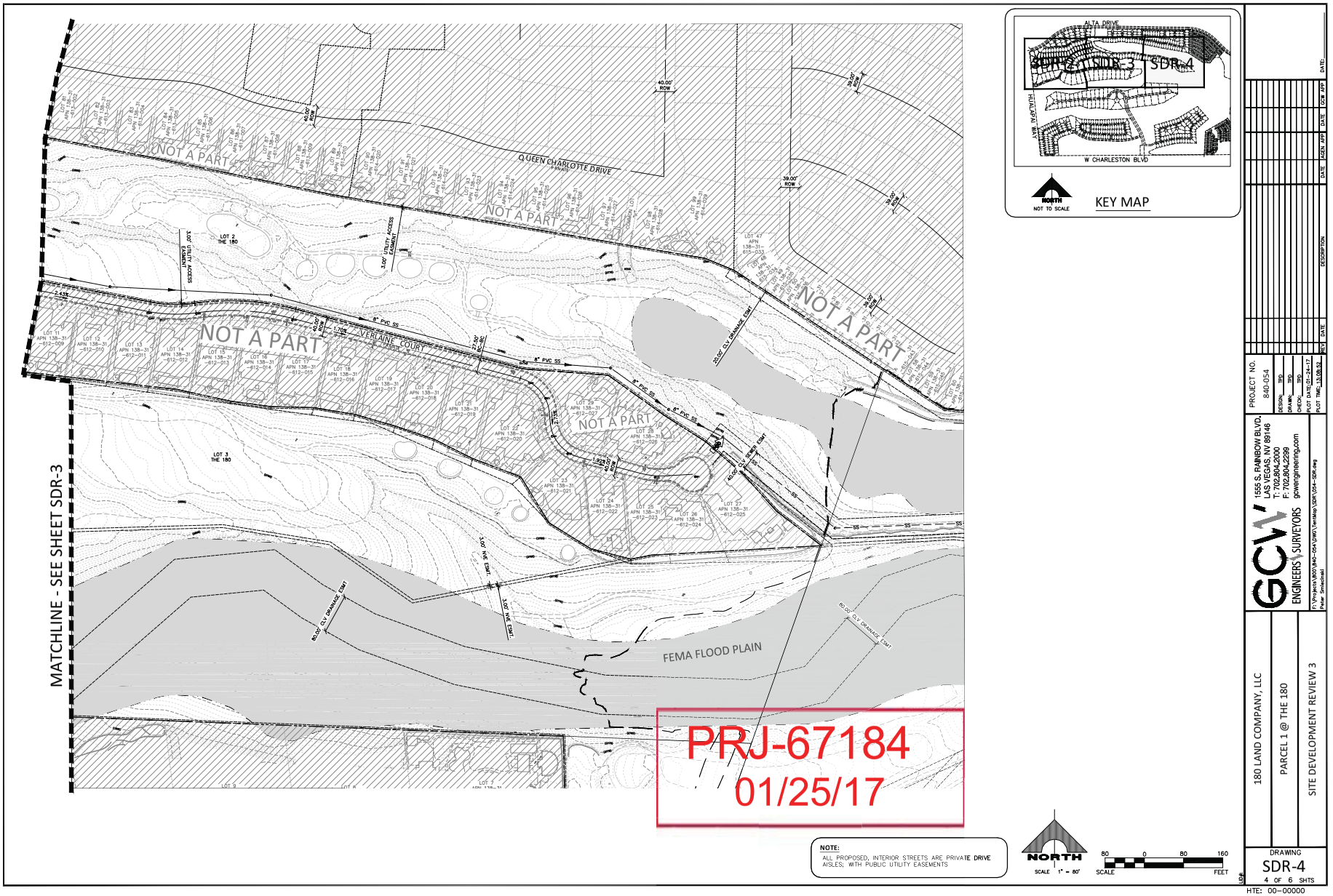
GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED

002292

RA 02104

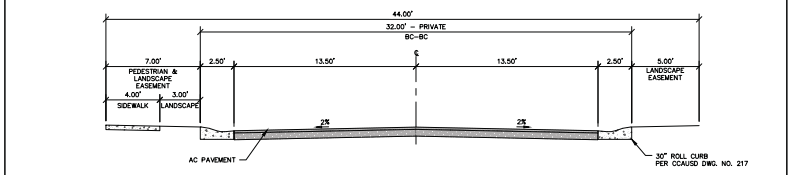
GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED

002293
RA 02105



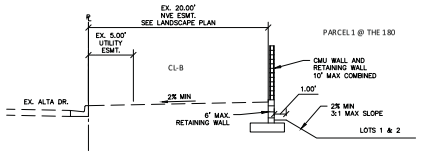
GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED

Docket 84345 Document 2022-08673
002294
RA 02106

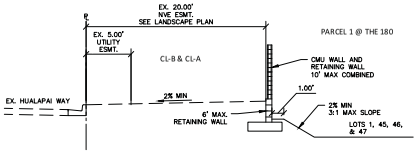


A 32' PRIVATE STREET SECTION

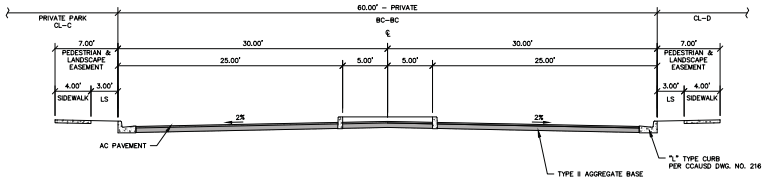
NTS (PUBLIC ULTILITY EASEMENT)



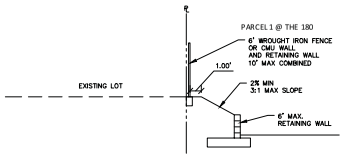
B ALTA DR. PERIMETER DETAIL



C HUALAPAI WAY PERIMETER DETAIL



D 60' PRIVATE ENTRY



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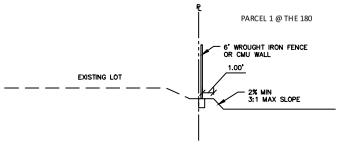
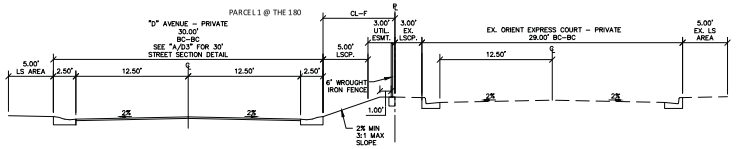
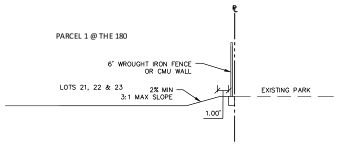


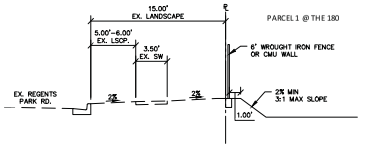
F INTERIOR PERIMETER DETAIL



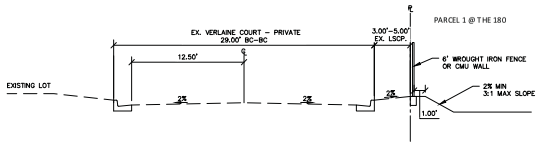
G "D" AVENUE PERIMETER DETAIL



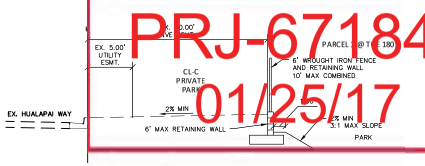
H PERIMETER DETAIL



I REGENTS PARK RD PERIMETER DETAIL



J EX. VERLAINE COURT PERIMETER DETAIL



K HUALAPAI WAY PERIMETER DETAIL

PRJ-67184
01/25/17

PROJECT NO.	840-054
DESIGN:	TPD
DRAWN:	TPD
CHECK:	TPD
PLOT DATE:	01-24-17
PLOT TIME:	13:08:36

NO.	DESCRIPTION	DATE	KMEN APP	DATE	CCW APP	DATE

DATE:

GCW ENGINEERS & SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2099
gcwengineering.com

F:\Projects\840\840-054\DWG\Ventana\GSR\054-SDR-COVERSHEETALS.dwg
Peter Smichniel

180 LAND COMPANY, LLC

PARCEL 1 @ THE 180

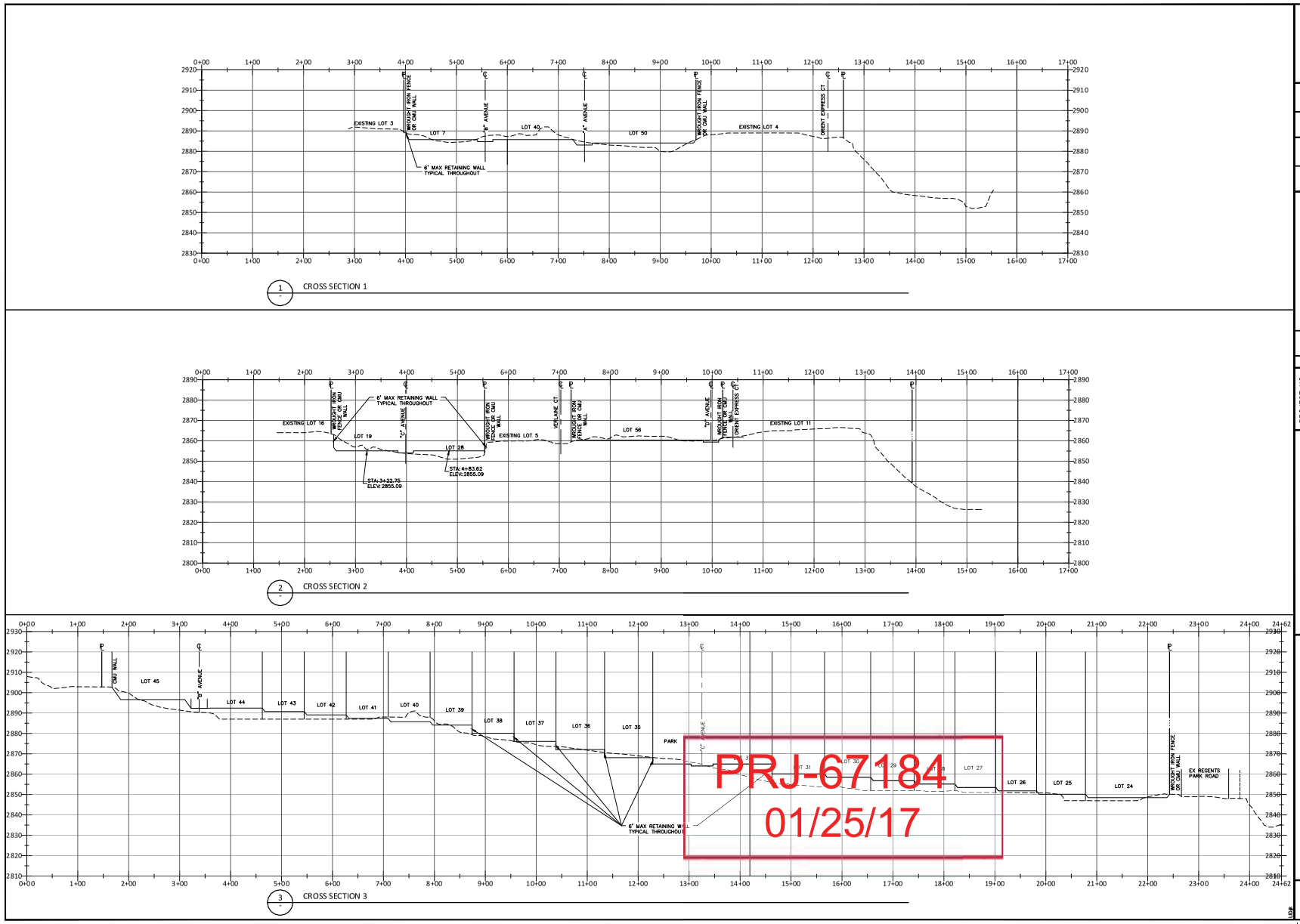
DETAIL SHEET

DRAWING
SDR-5
5 OF 6 SHTS

HTE: 00-00000

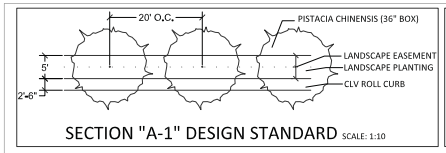
002295
RA 02107

GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED



GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED

002296
RA 02108



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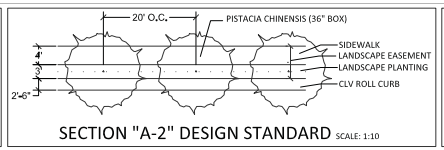

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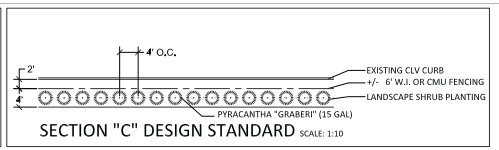

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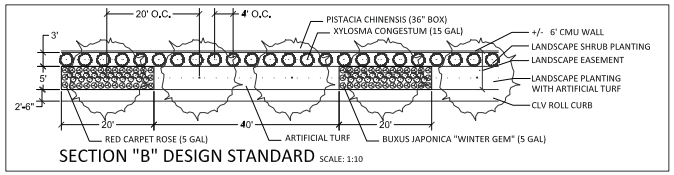

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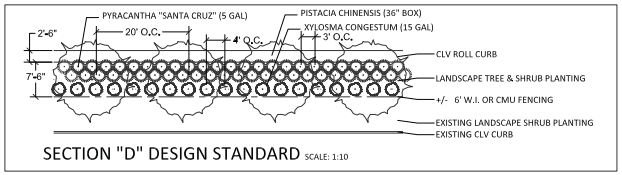

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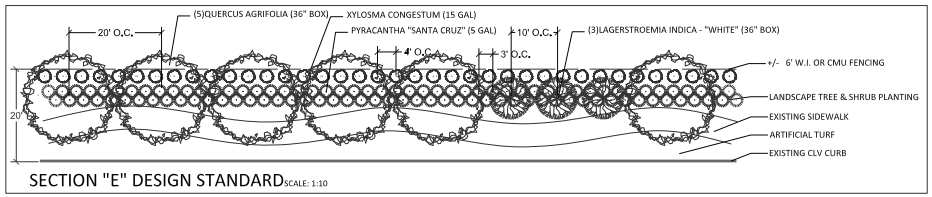

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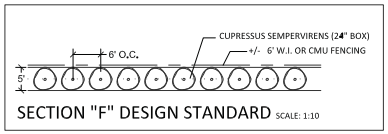

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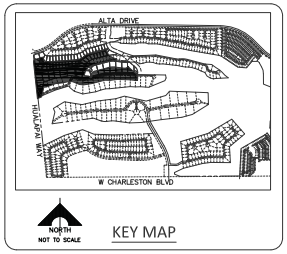
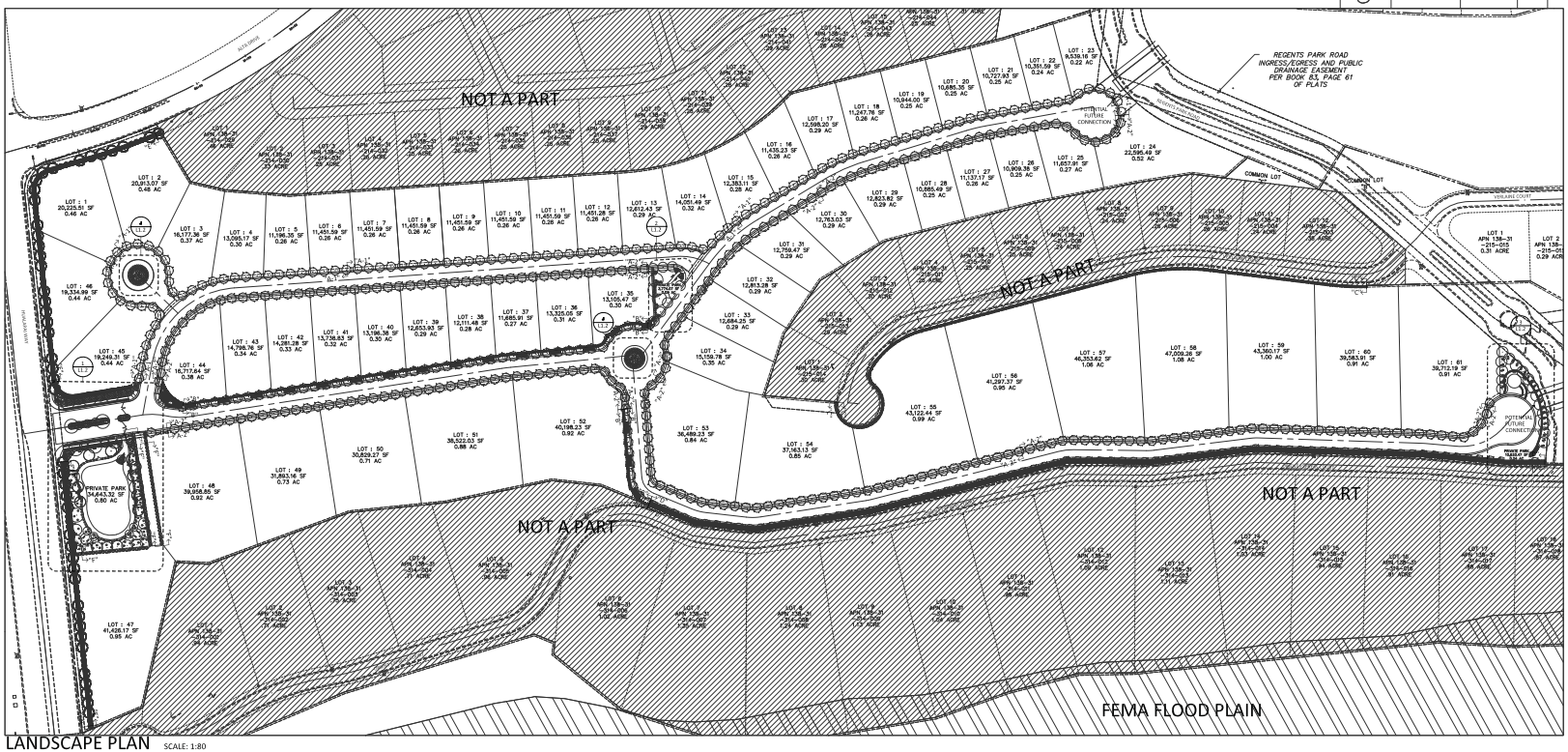


NORTH
NOT TO SCALE

KEY MAP

STREETSCAPE PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
	PISTACIA CHINENSIS	CHINESE PISTACHE	36" BOX
	QUERCUS AGRIFOLIA	CALIFORNIA LIVE OAK	36" BOX
	XYLOSMA CONGESTUM	XYLOSMA	15 GAL
	ROSA "RED"	RED CARPET ROSE	5 GAL
	BUXUS JAPONICA "WINTER GEM"	"WINTER GEM " BOXWOOD	5 GAL
	PYRACANTHA "GRABERI"	FIRETHORN	15 GAL
	PYRACANTHA "SANTA CRUZ"	"SANTA CRUZ" FIRETHORN	5 GAL
	CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS	24" BOX



LANDSCAPE PLAN SCALE: 1:80

EHB COMPANIES
1215 S FORT APACHE RD #120
PH. 702-940-6930
LIC# 0068312

PARCEL 1 @ THE 180
180 LAND COMPANY

No.	Description	Date

PROJECT NAME
PARCEL 1 @ THE 180

SHEET NAME
LANDSCAPE-STREETSCAPE

PROJECT NUMBER 15001

ISSUE DATE 01/24/2017

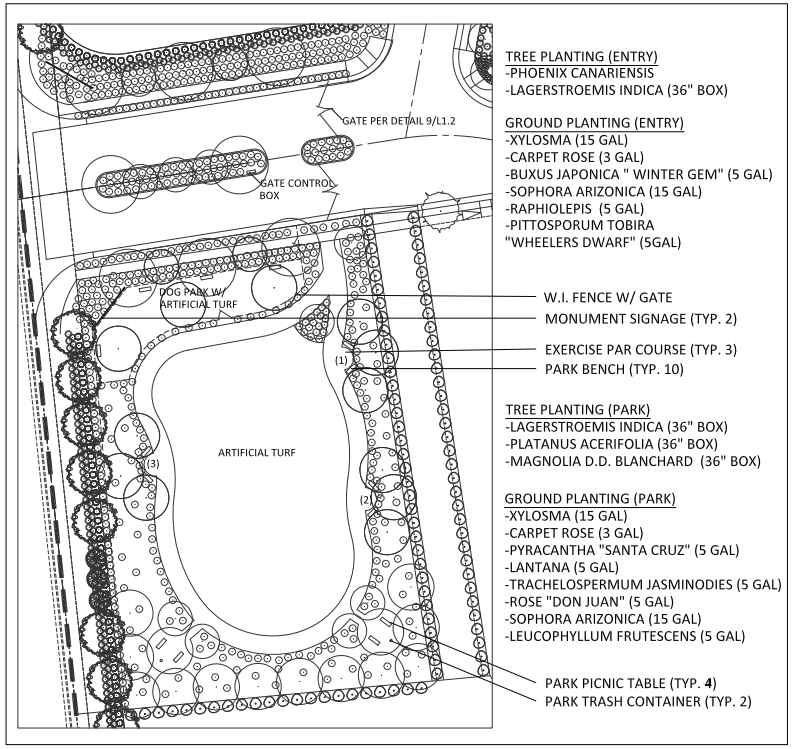
PRJ-67184
01/26/17

L1.1

SCALE As Indicated

002297
RA 02109

GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED



TREE PLANTING (ENTRY)
-PHOENIX CANARIENSIS
-LAGERSTROEMIS INDICA (36" BOX)

GROUND PLANTING (ENTRY)
-XYLOSMA (15 GAL)
-CARPET ROSE (3 GAL)
-BUXUS JAPONICA " WINTER GEM" (5 GAL)
-SOPHORA ARIZONICA (15 GAL)
-RAPHIOLEPIS (5 GAL)
-PITTOSPORUM TOBIRA "WHEELERS DWARF" (5GAL)

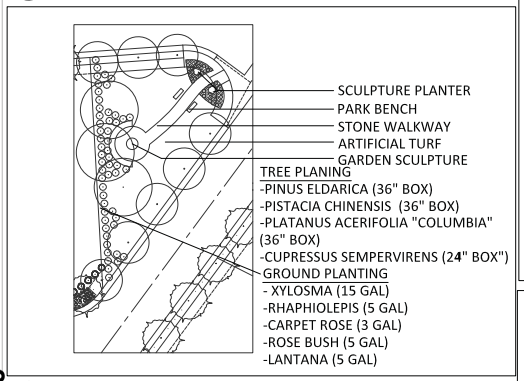
W.I. FENCE W/ GATE
MONUMENT SIGNAGE (TYP. 2)
EXERCISE PAR COURSE (TYP. 3)
PARK BENCH (TYP. 10)

TREE PLANTING (PARK)
-LAGERSTROEMIS INDICA (36" BOX)
-PLATANUS ACERIFOLIA (36" BOX)
-MAGNOLIA D.D. BLANCHARD (36" BOX)

GROUND PLANTING (PARK)
-XYLOSMA (15 GAL)
-CARPET ROSE (3 GAL)
-PYRACANTHA "SANTA CRUZ" (5 GAL)
-LANTANA (5 GAL)
-TRACHELOSPERMUM JASMINODIES (5 GAL)
-ROSE "DON JUAN" (5 GAL)
-SOPHORA ARIZONICA (15 GAL)
-LEUCOPHYLLUM FRUTESCENS (5 GAL)

PARK PICNIC TABLE (TYP. 4)
PARK TRASH CONTAINER (TYP. 2)

1 PARK/ENTRANCE PLAN SCALE: 1:20

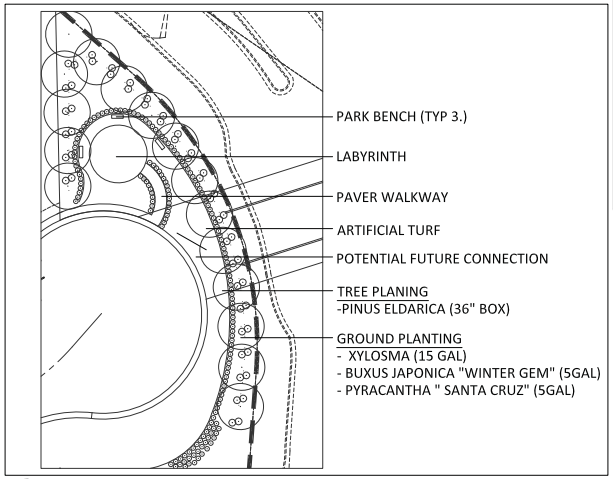


SCULPTURE PLANTER
PARK BENCH
STONE WALKWAY
ARTIFICIAL TURF
GARDEN SCULPTURE

TREE PLANING
-PINUS ELDARICA (36" BOX)
-PISTACIA CHINENSIS (36" BOX)
-PLATANUS ACERIFOLIA "COLUMBIA" (36" BOX)
-CUPRESSUS SEMPERVIRENS (24" BOX")

GROUND PLANTING
- XYLOSMA (15 GAL)
-RHAPHIOLEPIS (5 GAL)
-CARPET ROSE (3 GAL)
-ROSE BUSH (5 GAL)
-LANTANA (5 GAL)

2 PARK PLAN SCALE: 1:20

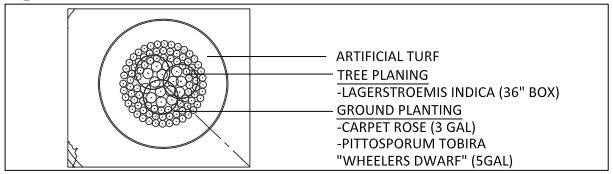


PARK BENCH (TYP 3.)
LABYRINTH
PAVER WALKWAY
ARTIFICIAL TURF
POTENTIAL FUTURE CONNECTION

TREE PLANING
-PINUS ELDARICA (36" BOX)

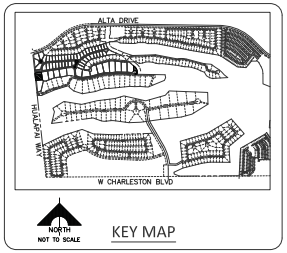
GROUND PLANTING
- XYLOSMA (15 GAL)
- BUXUS JAPONICA "WINTER GEM" (5GAL)
- PYRACANTHA " SANTA CRUZ" (5GAL)

3 PARK PLAN SCALE: 1:20

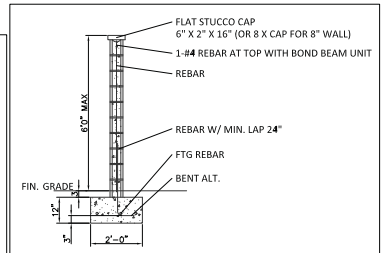


ARTIFICIAL TURF
TREE PLANING
-LAGERSTROEMIS INDICA (36" BOX)
GROUND PLANTING
-CARPET ROSE (3 GAL)
-PITTOSPORUM TOBIRA "WHEELERS DWARF" (5GAL)

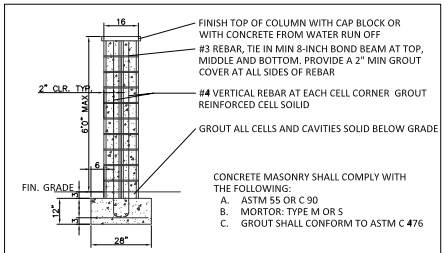
4 ROUND ABOUT PLAN SCALE: 1:20



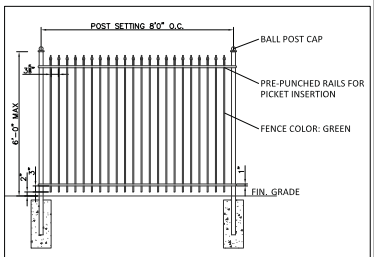
KEY MAP



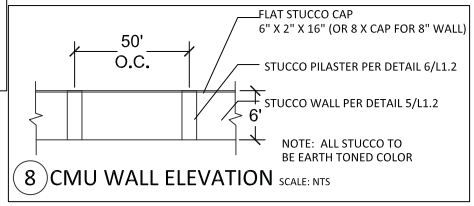
5 CMU WALL SECTION SCALE: NTS



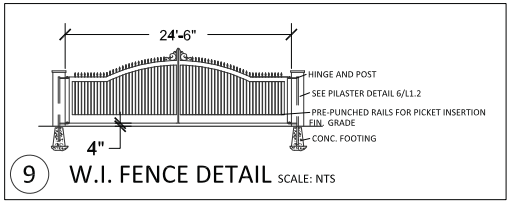
6 PILASTER DETAIL SCALE: NTS



7 W.I. FENCE DETAIL SCALE: NTS



8 CMU WALL ELEVATION SCALE: NTS



9 W.I. FENCE DETAIL SCALE: NTS

EHB COMPANIES
1215 S FORT APACHE RD #120
PH. 702-940-6930
LIC# 0068312

PARCEL 1 @ THE 180
180 LAND COMPANY

No.	Description	Date

PROJECT NAME
PARCEL 1 @ THE 180

SHEET NAME
LANDSCAPE-DETAIL PLANS

PROJECT NUMBER 15001
ISSUE DATE 01/24/2017
SCALE As Indicated

PRJ-67184
01/26/17

L1.2

RA 02110
002298

GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED

TENTATIVE MAP FOR PARCEL 1 @ THE 180

A PORTION OF APN 138-31-702-002

DEVELOPMENT STANDARDS

BUILDING SETBACK TABLE (RPD7)

MAIN STRUCTURE SETBACKS (MINIMUM)	LOTS ≤ 20,000 SF	LOTS > 20,000 SF
MINIMUM LOT SIZE	10,000 SF	20,000 SF
FRONT YARD TO PRIVATE STREET OR ACCESS EASEMENT	30'	35'
SIDE YARD	5'	7.5'
CORNER SIDE YARD	12.5'	15'
REAR YARD	25'	30'
LOT COVERAGE	DICTATED BY SETBACKS	DICTATED BY SETBACKS

ACCESSORY STRUCTURES SETBACKS (MINIMUM)	LOTS ≤ 20,000 SF	LOTS > 20,000 SF
PORTE COCHERE TO PRIVATE STREET	15'	15'
SIDE LOAD GARAGE TO SIDE YARD PL	15'	15'
PATIO COVERS/ 2ND STORY DECKS	20'	20'
SEPARATION FROM MAIN BUILDING	6'	6'
CORNER SIDE YARD	5'	5'
REAR YARD	5'	5'
SIDE YARD	5'	5'

ACCESSORY STRUCTURES MAY HAVE TRELLIS/CANOPY/COVERED WALKWAY CONNECTING TO MAIN STRUCTURE

BUILDING HEIGHTS TABLE (RPD7)

BUILDING HEIGHTS	LOTS ≤ 20,000 SF	LOTS > 20,000 SF
MAIN STRUCTURE	40'	50'
ACCESSORY STRUCTURES	25'	30'
# OF FLOORS – SINGLE AND TWO STORY ON SLAB OR OVER BASEMENT # OF FLOORS – ON LOTS > 35,000 SF, A THIRD STORY IS ALLOWED		

USES – SINGLE FAMILY RESIDENCES AND ACCESSORY STRUCTURES

INDIVIDUAL COMMON LOT AREAS		PRIVATE PARK	PRIVATE ROADWAYS/ ENTRY	LANDSCAPE AREAS
CL–A	0.15 AC.			0.15 AC.
CL–B	0.30 AC.			0.30 AC.
CL–C	0.80 AC.	0.80 AC.		
CL–D	0.09 AC.			0.09 AC.
CL–E	0.03 AC.			0.03 AC.
CL–F	0.28 AC.			0.28 AC.
CL–G	0.09 AC.	0.09 AC.		
CL–H	0.24 AC.	0.24 AC.		
CL–I	0.04 AC.			0.04 AC.
CL–J	4.26 AC.		4.26 AC.	
CL–K	0.05 AC.			0.05 AC.
CL–L	0.04 AC.			0.04 AC.
TOTAL	6.33 AC.	1.13 AC.	4.26 AC.	0.98 AC.

BUILDING ELEVATIONS AND FLOOR PLANS

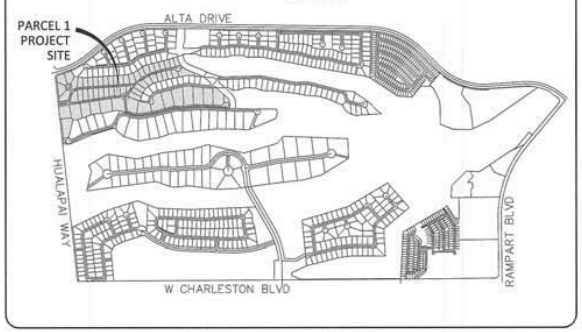
THE LOTS ARE CUSTOM LOTS AND THEREFORE, ELEVATIONS AND FLOOR PLANS ARE NOT PROVIDED

DEVIATION FROM CITY STANDARDS

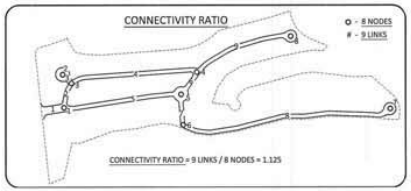
- OVER-LENGTH CUL-DE-SACS LENGTHS:
  "E" STREET TO "D" AVENUE = 1867.0'
  "C" AVENUE = 1016'
- ON-SITE PRIVATE STREET WIDTH IS 30' B/C TO B/C WITH 30' ROLL CURB, WHERE 37' IS REQUIRED WITH 2' "L" TYPE CURB.
- 30' ROLL CURB ON ALL ON-SITE PRIVATE STREETS.

LOCATION MAP

NOT TO SCALE



CONNECTIVITY RATIO



ABBREVIATIONS

AC	ASPHALT CONCRETE, ACRE	PC	POINT OF CURVATURE,
ADD'L	ADDITIONAL	PCC	PRESSURE CLASS
AP	ANGLE POINT	PCC	POINT OF COMPOUND CURVE
APN	ASSESSOR'S PARCEL NUMBER	PI	POINT OF INTERSECTION
APPROX	APPROXIMATELY	℄	PROPERTY LINE
AVAR	AIR VALVE, AIR RELEASE ASSEMBLY	POC	POINT OF CONNECTION
BC	BACK OF CURB	POT	POINT ON TANGENT
BCR	BEGIN CURB RETURN	PROP	PROPOSED
BM	BENCHMARK	PRVC	POINT OF REVERSE VERTICAL CURVE
BO	BLOW-OFF	PSI	POUNDS PER SQUARE INCH
BVCE	BEGIN VERTICAL CURVE ELEVATION	PT	POINT OF TANGENCY
BVCS	BEGIN VERTICAL CURVE STATION	P.U.E.	PUBLIC DRAINAGE EASEMENT
BW	BACK OF SIDEWALK	PVC	POLYVINYL CHLORIDE
C/L	CENTERLINE	PVI	POINT OF VERTICAL INTERSECTION
CATV	UNDERGROUND CABLE TV	PVMT	PAVEMENT
CE	COMMON ELEMENT	PZ	PRESSURE ZONE
CFS	CUBIC FEET PER SECOND	R, RAD	RADIAL, RADIUS
CL	COMMON LOT	RCB	REINFORCED CONCRETE BOX
CLV	CITY OF LAS VEGAS	RCP	REINFORCED CONCRETE PIPE
CMU	CONCRETE MASONRY UNIT	RD	ROAD
CO	CLEANOUT	ROW/R/W	RIGHT OF WAY
CONC	CONCRETE	SD	STORM DRAIN
CONST	CONSTRUCT OR CONSTRUCTION	SDMH	STORM DRAIN MANHOLE
Δ	DELTA	SECT	SECTION
DEFL	DEFLECTION	SF	SQUARE FOOT/FEET
DIST	DISTANCE	SHT	SHEET
DTL	DETAIL	SQ	SQUARE
DWG	DRAWING	SS	SANITARY SEWER
ELEV	ELEVATION	SSMH	SANITARY SEWER MANHOLE
EP, EOP	EDGE OF PAVEMENT	STA	STATION
ESMT	EASEMENT	ST	STREET
EVC	END VERTICAL CURVE	STD	STANDARD
EXIST,EX	EXISTING	SWG	SOUTHWEST GAS
FF, FFE	FINISH FLOOR ELEVATION	TC	TOP OF CURB
FG	FINISH GRADE	TEMP	TEMPORARY
FH	FIRE HYDRANT	UAE	UTILITY ACCESS EASEMENT
FL	FLOW LINE	UTL	UTILITY
FT	FOOT/FEET	VAR	VARIABLE/VARIES
FUT	FUTURE	VC	VERTICAL CURVE
G	GAS	VERT	VERTICAL
GA	GAGE, GUY ANCHOR	VG	VALLEY GUTTER
GB	GRADE BREAK	VOL	VOLUME
GFF	GARAGE FINISHED FLOOR	W	WATER, WEST
GRD	GRADE, GROUND	W/	WITH
H, HGT	HEIGHT	WTR	WATER
INV	INVERT	YD	YARD, YARD DRAIN
LF	LINEAR FEET		
LS,LSCP	LANDSCAPE		
LVVWD	LAS VEGAS VALLEY WATER DISTRICT		
MAX	MAXIMUM		
MH	MANHOLE		
MIN	MINIMUM		
NVE	NEVADA ENERGY		
NTS	NOT TO SCALE		

LEGEND

- EASEMENT LINE
- EXISTING DROP INLET
- EXISTING FIRE HYDRANT
- 10" PVC W — EXISTING WATER LINE
- 12" PVC W — PROPOSED WATER LINE
- SS — EXISTING SEWER LINE W/MH
- 8" PVC SS — PROPOSED SEWER LINE W/MH
- EXG — EXISTING GAS MAIN
- SANITARY SEWER FLOW DIRECTION
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- CENTERLINE
- PROPOSED LOT LINE
- PROPERTY LINE
- CE-1 — COMMON ELEMENT
- LOT 1 — RESIDENTIAL LOT
- 1.00% — ROAD SLOPE
- CD1 — DRAWING NUMBER FOR DETAIL W/ REF. TO THE SHEET WHERE IT IS SHOWN
- EXISTING STREET LIGHT (STLT)
- MH — EXISTING MANHOLE
- (3005) — EXISTING CONTOUR
- PROPOSED STREETLIGHT (STLT)
- FEMA FLOOD ZONE "X"
- PAVEMENT
- RESIDENTIAL BUILDINGS
- LANDSCAPE

1. PARCEL 1 LIES WITHIN ZONE "X", WHICH IS OUTSIDE THE 100 YEAR FLOOD PLAIN.
2. BUILDING SETBACKS TO COMPLY WITH THE BUILDING SETBACK TABLE SHOWN ON THIS SHEET.
3. ALL INTERIOR PUBLIC SEWER AND PUBLIC WATER MAINS ARE 8" UNLESS OTHERWISE SHOWN.
4. ALL CURB RETURN RADII ARE A MINIMUM OF 15'.
5. ALL INTERIOR STREETS ARE PRIVATE DRIVE AISLES WITH PUBLIC UTILITY EASEMENTS.

PARKING TABLE

REQUIRED OFF STREET PARKING
2 PARKING SPACES PER DWELLING UNIT
1 PARKING SPACE PER CASITA
ASSUME : 61 RESIDENTIAL LOTS W/ A CASITA
61 DWELLING UNITS + CASITA = 183 SPACES

PROVIDED OFF STREET PARKING
2 SPACES PER GARAGE
2 SPACES PER DRIVEWAY
61X4=244 OFF STREET PARKING SPACES

ON STREET PARKING WILL NOT BE ALLOWED WITHIN THIS SUBDIVISION.

LAND USE

A PORTION OF APN # 138–31–702–002

EXISTING ZONING	=	R-PD7
TOTAL ACREAGE	=	34.07 ACRES GROSS
COMMON LOT ACREAGE		
TOTAL PARK ACREAGE	=	1.13 ACRES GROSS
TOTAL LANDSCAPE ACREAGE	=	0.98 ACRES GROSS
TOTAL PRIVATE STREET ACREAGE	=	4.26 ACRES GROSS
TOTAL COMMON LOT AREA	=	6.37 ACRES
NUMBER OF COMMON LOTS	=	12
NUMBER OF DWELLING UNITS	=	61
DENSITY (61 DU/34.07 AC)	=	1.79 DU/ACRES GROSS
SEWAGE CONTRIBUTION:		
AVERAGE: 61 ERU'S X 250 GPD/ERU	=	15,250 GPD
PEAK FLOW: 15,250 GPD X 3.4 (PF)	=	51,850 GPD

ENGINEER AND SURVEYOR

GCW, INC.
1555 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146
PHONE (702) 804–2000
FAX (702) 804–2299

UTILITY SERVICE BY

LAS VEGAS VALLEY WATER DISTRICT
CITY OF LAS VEGAS SEWER
REPUBLIC SERVICES OF SOUTHERN NEVADA
NV ENERGY
CENTURYLINK
SOUTHWEST GAS CORPORATION
COX COMMUNICATIONS LAS VEGAS, INC.

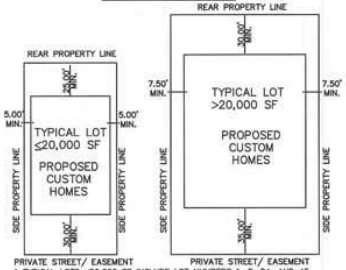
RECORD OWNER

180 LAND COMPANY, LLC
1215 S. FORT APACHE ROAD
SUITE 120
LAS VEGAS, NV 89117
PHONE: 702–940–6930
FAX: 702–940–6931

DEVELOPER

EHB COMPANIES, LLC AS MANAGER FOR
180 LAND COMPANY, LLC
1215 S. FORT APACHE ROAD
LAS VEGAS, NV 89117
SUITE 120
PHONE: 702–940–6930
FAX: 702–940–6931

TYPICAL BUILDING SETBACK



* TYPICAL LOTS ≤20,000 SF INCLUDE LOT NUMBERS 1, 2, 24, AND 45

BENCHMARK

BM #	DESCRIPTION	NAVD 88	NAVD 88
9LV–106NW6	CITY OF LAS VEGAS VERTICAL CONTROL POINT "9LV106NW6", BEING A RIVET & PLATE IN TOP OF CURB AT SW CORNER OF CHARLESTON & HUALAPAI IN PORK CHOP ISLAND.	2914.54 (FEET)	888.355 (METERS)

NOTE

CITY OF LAS VEGAS VERTICAL CONTROL 2008 ADJUSTMENT (UPDATED 05/24/2010) BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD'88).

BASIS OF BEARINGS

NORTH 89°41'18" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN IN THE BOOK 77, PAGE 23 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

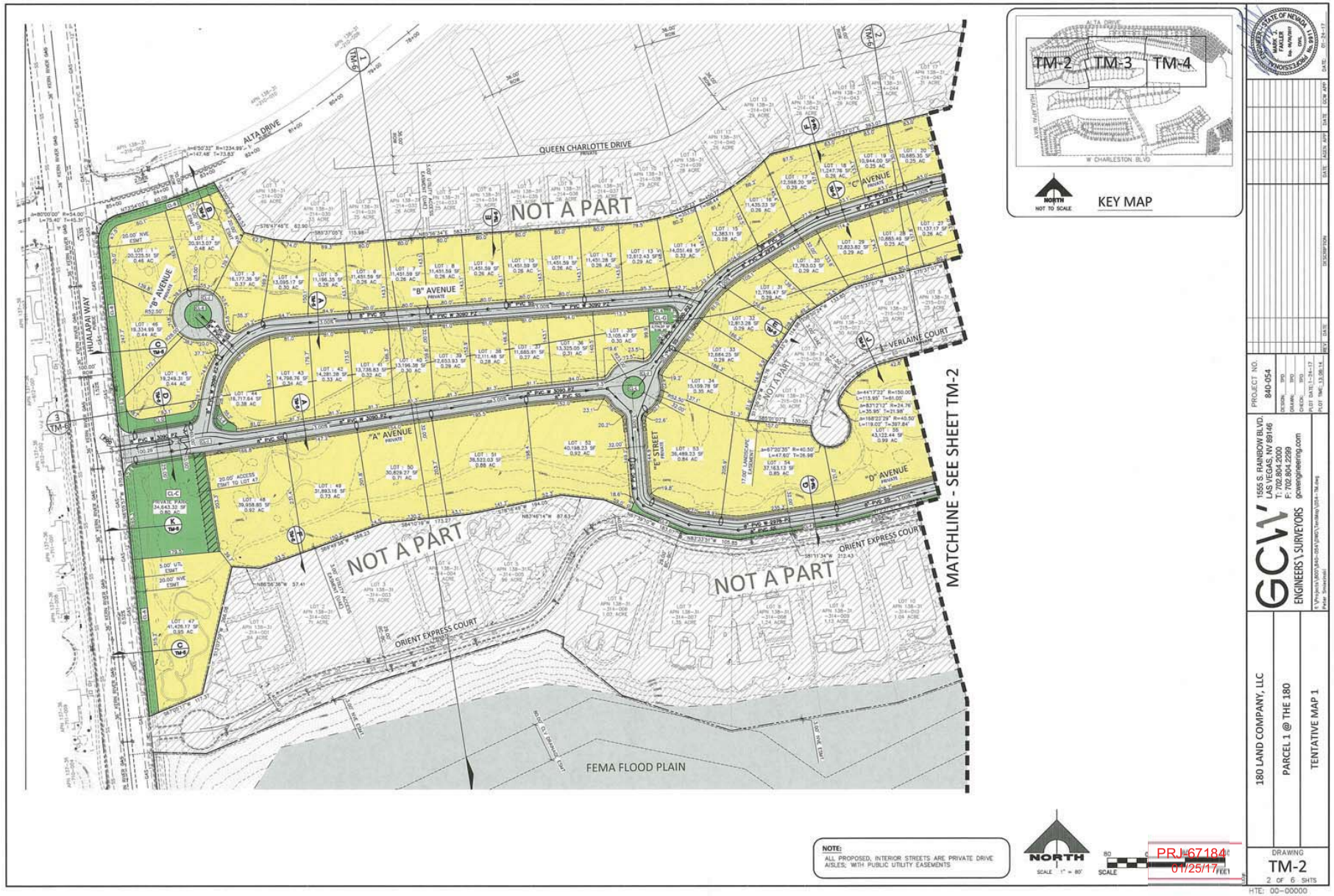
LEGAL DESCRIPTION

PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN BOOK ____ OF PARCEL MAPS, PAGE____, IN THE OFFICE OF CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NV.

PRJ-67184
01/25/17

MARK A. FAKLER — No. 9869 — PROFESSIONAL ENGINEER — STATE OF NEVADA

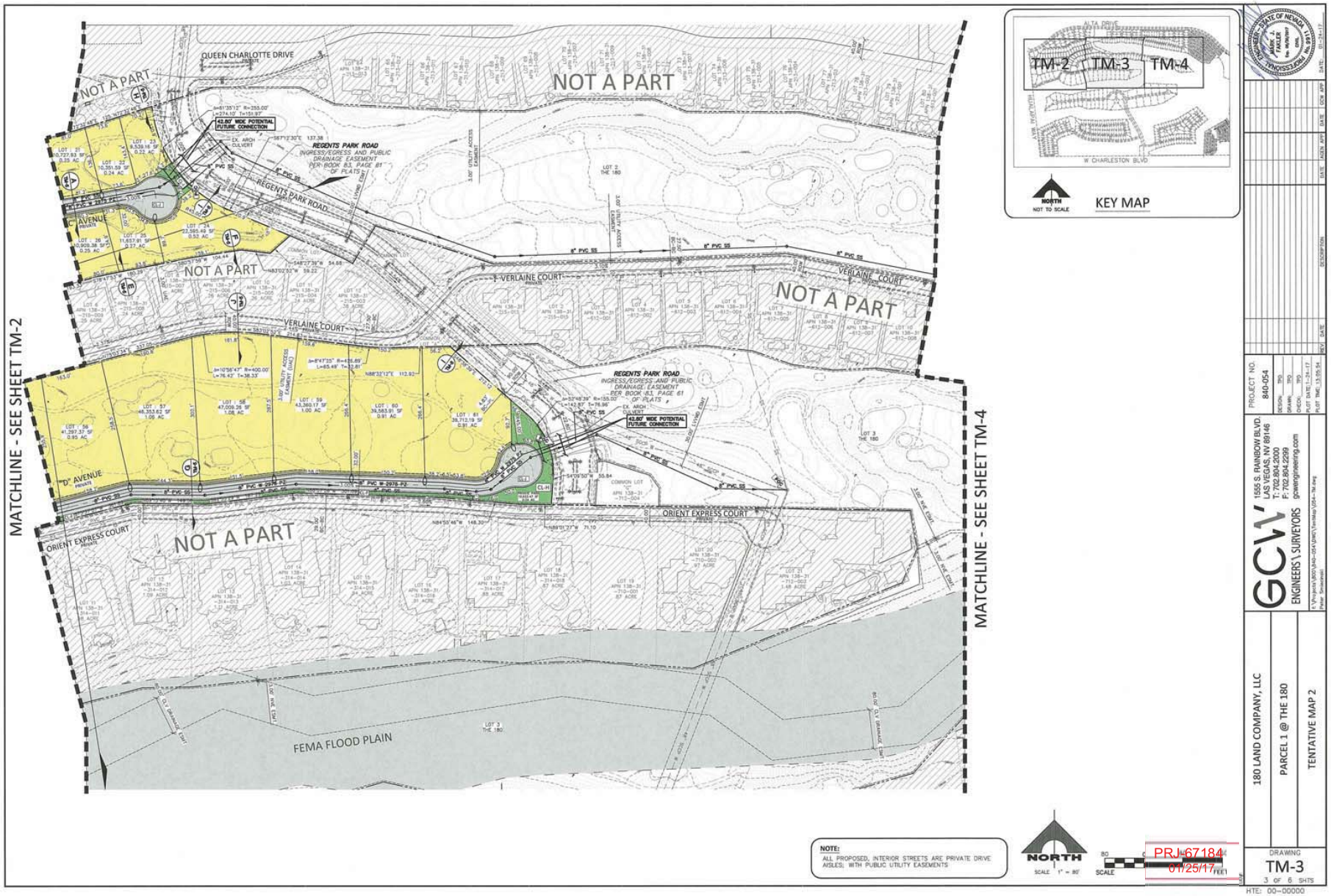
DATE	DESCRIPTION
01-24-17	GCW APP
	AREN APP



002300

RA 02112

GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED



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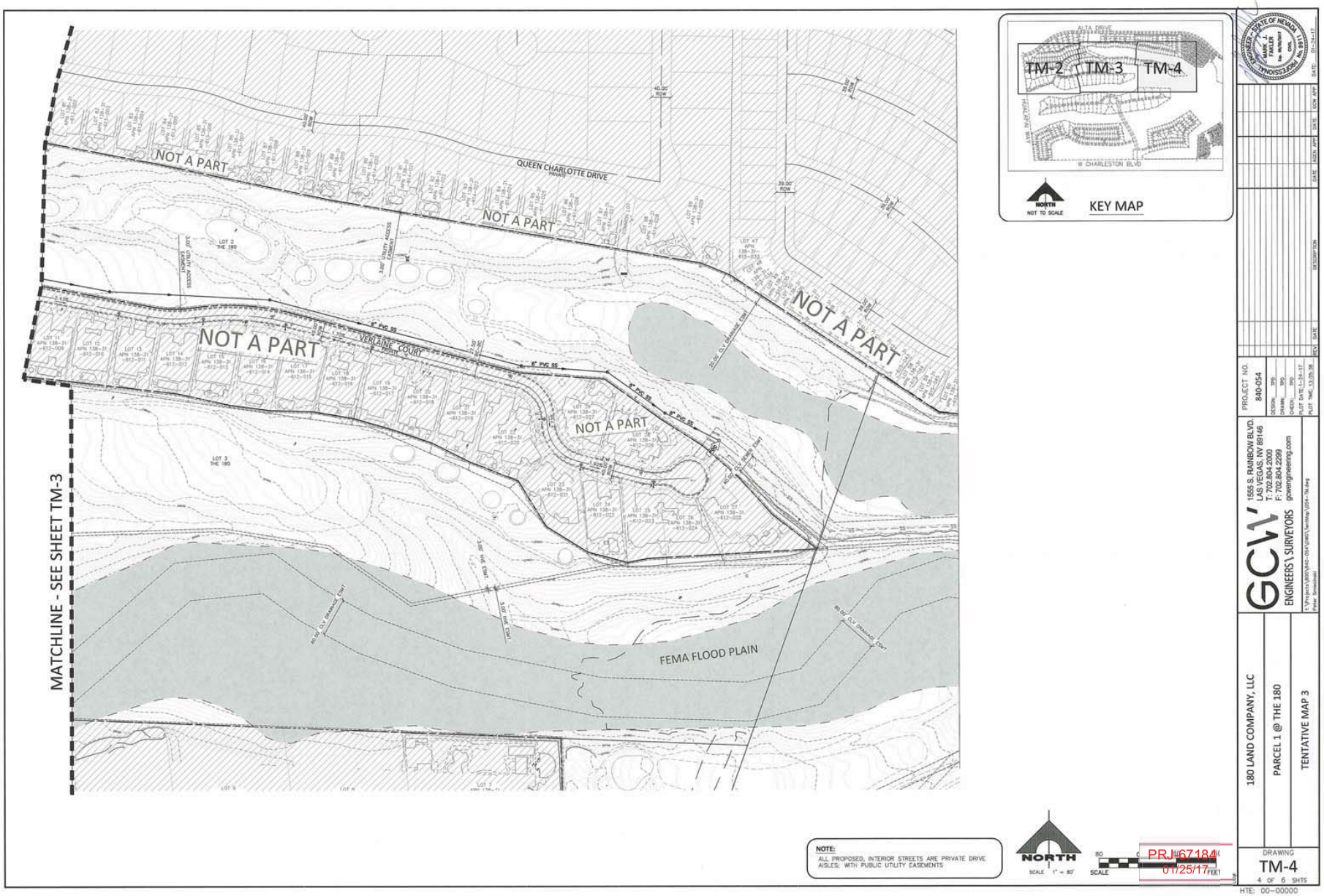
RA 02113

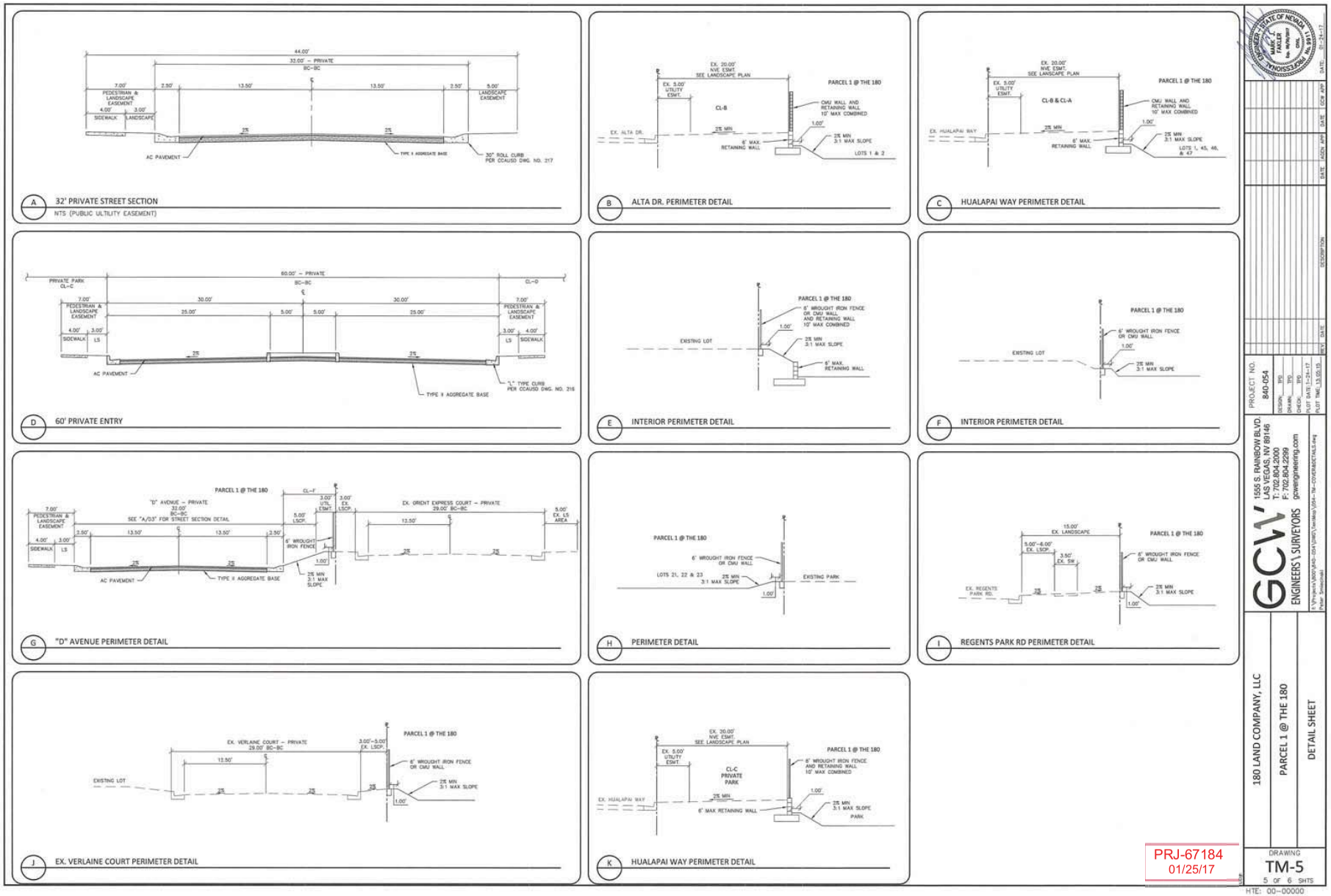
GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED



002302

RA 02114

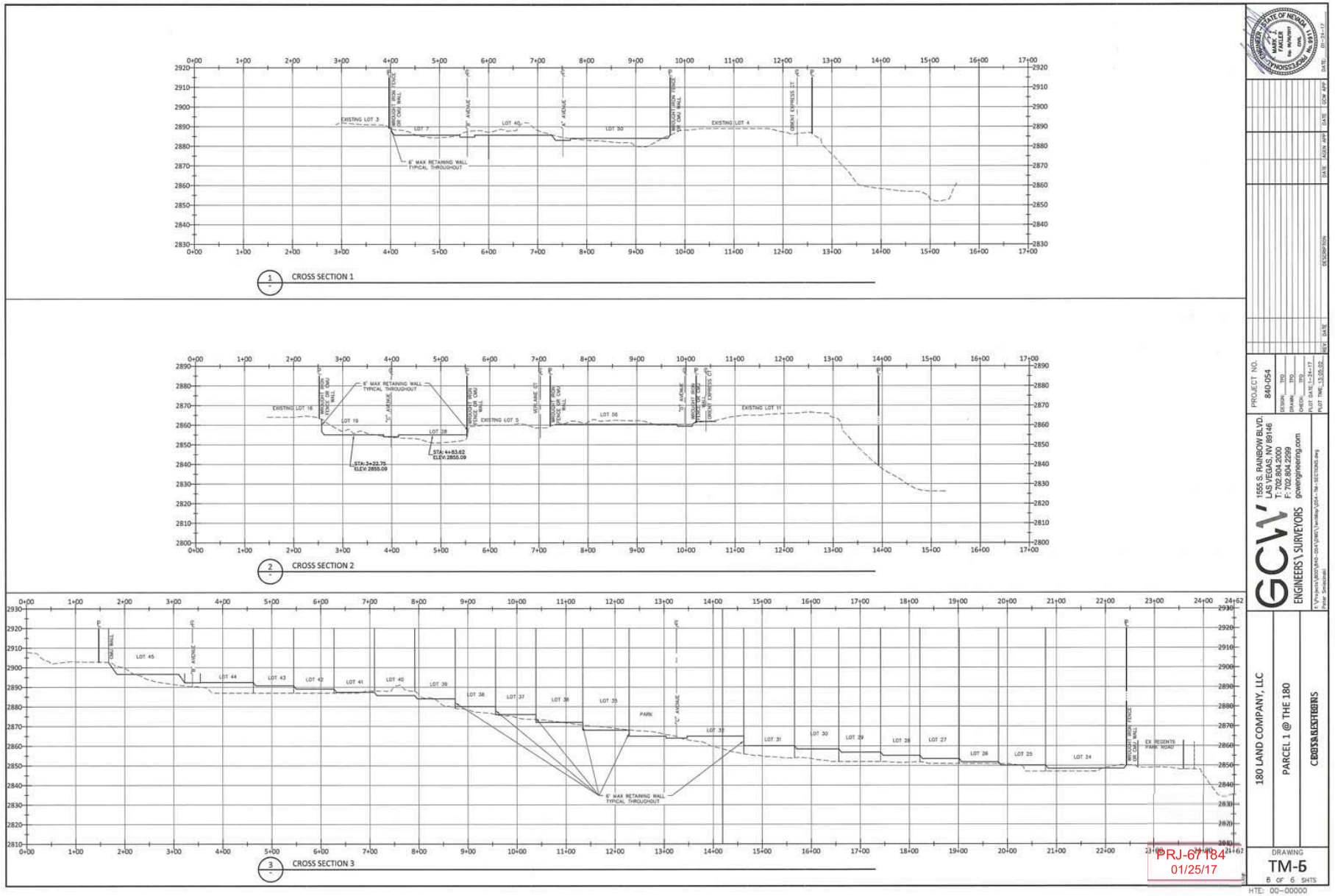
GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED



002303

RA 02115

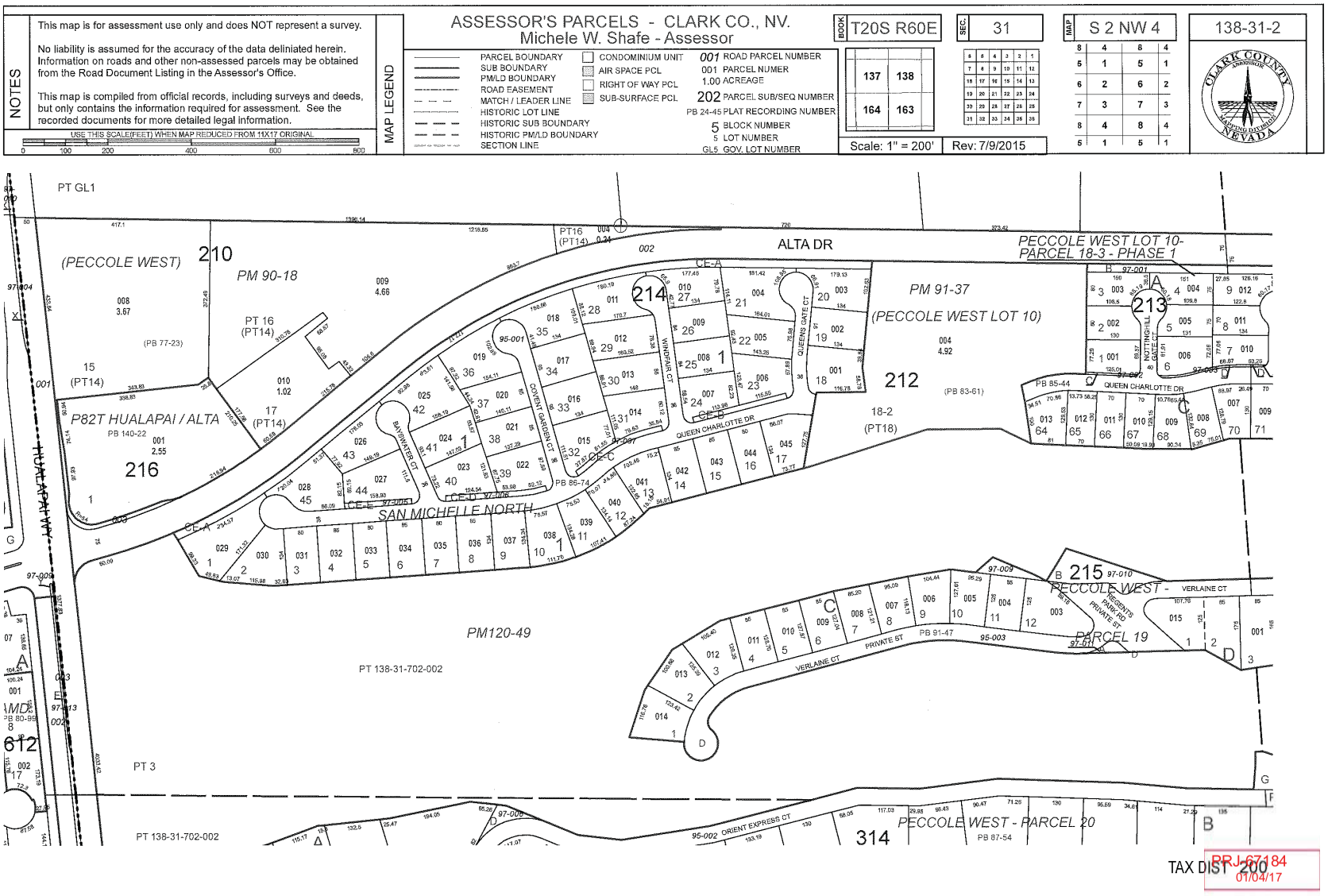
GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED



002304

RA 02116

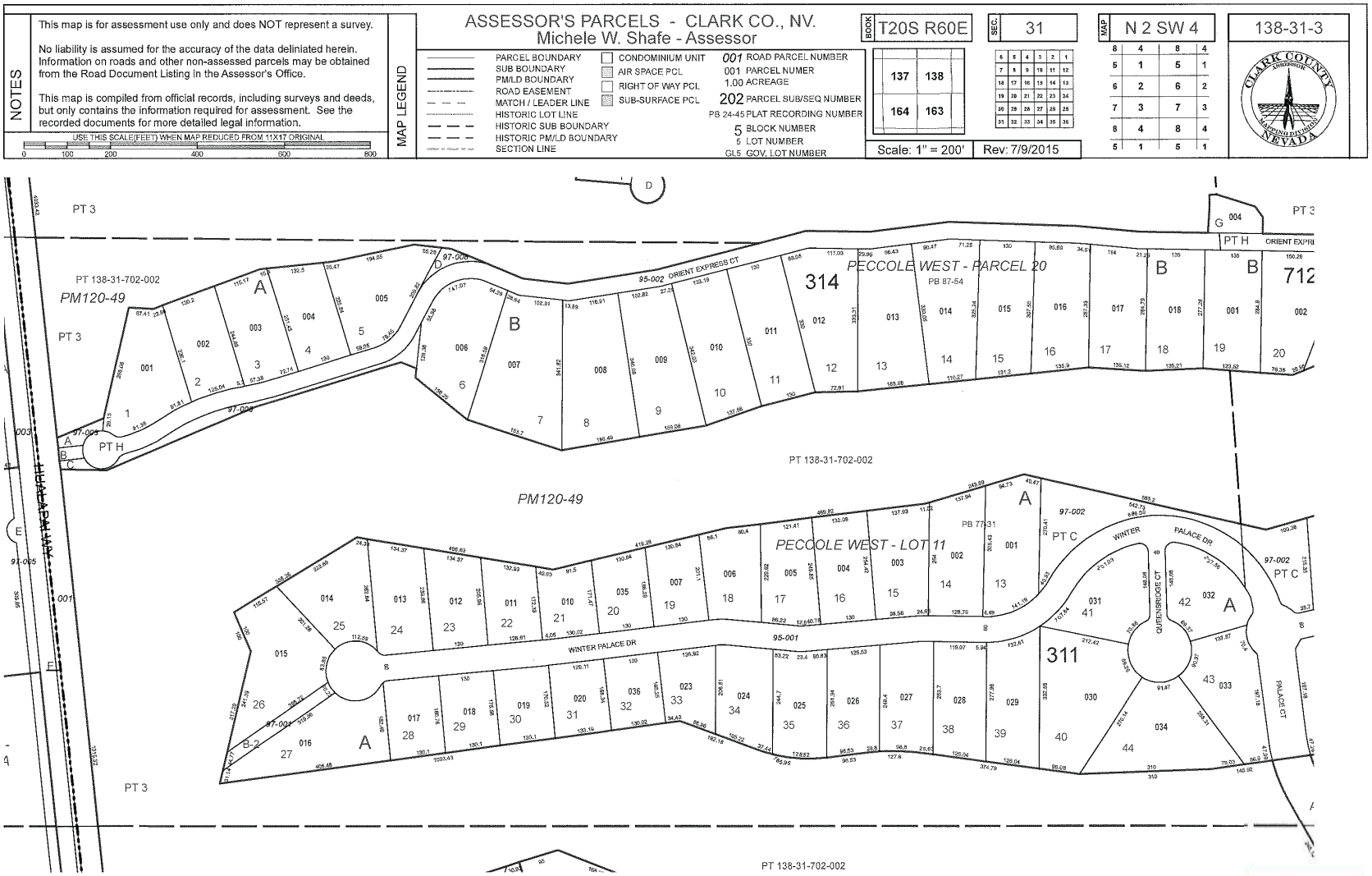
GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED



002305

RA 02117

GPA-68385, WVR-68480, SDR-68481 and TMP-68482



PR-J67184
01/04/17

002306

RA 02118

GPA-68385, WVR-68480, SDR-68481 and TMP-68482

Exhibit 69

December 12, 2016

Mr. Tom Perrigo
City of Las Vegas Department of Planning
333 North Rancho Drive
Las Vegas, Nevada 89106

Justification Letter for Tentative Map and Site Development Plan Review on 61 Lot Subdivision

Dear Mr. Perrigo,

We are requesting a Tentative Map and Site Development Plan Review for a 61 lot single-family residential subdivision ("Subdivision") on a 34.07 acre portion of Parcel No. 138-31-702-002 which is zoned RPD-7 (Residential Planned Development District – 7.49 Units per Acre). The Subdivision will be located just south of Alta Drive and east of Hualapai Way. Access to the subdivision will be provided by private road off of Hualapai Way.

The Subdivision will be compatible with, and complementary to, existing adjacent and nearby residential land uses and will be appropriately suited for the type of low-intensity residential land use being proposed. The overall density of the Subdivision is 1.79 du/ac with lots ranging from .23 acres to 1.09 acres, an average of .57 acres or 24,953 square feet. Lots will be developed as custom home sites and the Subdivision will meet the City of Las Vegas open space requirements of .98 acres. Development Standards do not include architectural design, but do include building setbacks (primary and accessory), lot widths, building heights, and wall heights and type.
Thank you for your consideration.

Sincerely yours,

Yohan Lowie,
as Manager of EHB Companies LLC,
the Manager of 180 Land Company LLC

PRJ-67184
01/04/17

SDR-68481 and TMP-68482

p 702-940-6930 f 702-940-6931 1215 S. Fort Apache Drive, Suite 120 Las Vegas, NV 89117 ehbcompanies.com

Tentative Map / SDR
Development Standards

16-Dec-16

Description	*Lots < 20,000 sf*	*Lots > 20,000 sf*
Main Structure Setbacks (Minimum)		
Minimum Lot Size	10,000 sf	20,000 sf
Front Yard to Private Street or Access Easement	30'	35'
Side Yard	5'	10'
Corner Side Yard	12.5'	15'
Rear Yard	25'	30'
Lot Coverage	Dictated by Setbacks	Dictated by Setbacks
Size	Min. 3,000 sf	Min. 4,000 sf
Accessory Structures Setbacks (Minimum)		
Porte Cochere to Private Street	15'	15'
Side Load Garage to Side Yard PL	15'	15'
Patio Covers / 2nd Story Decks	20'	20'
Separation from Main Building	6'	6'
Corner Side Yard	5'	5'
Rear Yard	5'	5'
Side Yard	5'	5'
Accessory Structures May Have Trellis/Canopy Connecting to Main Structure		
Patio Covers / 2nd Story Heights		
Main Structure	40'	50'
Accessory Structures	25'	30'
# of Floors - Single and Two Story on Slab or Over Basement		

PRJ-67184
01/04/17

SDR-68481 and TMP-68482

Exhibit 70

CUSTOM LOTS AT QUEENSRIDGE NORTH

PURCHASE AGREEMENT, EARNEST MONEY RECEIPT AND ESCROW INSTRUCTIONS

THIS IS MORE THAN A RECEIPT FOR MONEY. IT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. READ IT CAREFULLY. PURCHASER IS ENCOURAGED TO SEEK THE ADVICE OF LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT. EACH PARTY SIGNING THIS AGREEMENT HAS READ ITS TERMS AND CONDITIONS AND ACCEPTS AND AGREES TO BE BOUND BY SUCH TERMS AND CONDITIONS.

THE UNDERSIGNED, Robert N + Nancy A Peccole ("Purchaser"), hereby agree(s) to purchase from NEVADA LEGACY 14, LLC, a Nevada limited liability company ("Seller"), and Seller agrees to sell to Purchaser that certain real property described below, upon the terms and conditions contained in this Purchase Agreement, Earnest Money Receipt and Escrow Instructions ("Agreement"). The real property which is the subject of this Agreement shall hereinafter be referred to as the "Lot", and is legally described as follows (provided, however, that Seller reserves any and all water, water rights and ditch rights appurtenant to the Lot except those reasonably necessary to construct Purchaser's single-family residence thereon):

PARCEL ONE (1): LOT 2 OF BLOCK _____ OF PECCOLE WEST - PARCEL ____ as shown on the map thereof on file in Book _____ of Plats, Page _____, in the Office of the County Recorder of Clark County, Nevada.

PARCEL TWO (2): a non-exclusive easement for ingress, egress and public utility purposes on, over and across all those areas labeled private streets on the map referenced herein above.

Assessors Parcel No. _____.

1. Definitions. The following terms, as used in this Agreement, shall have the meaning set forth in this Section 1:

a. "Purchase Price" is $ 243,000

b. "Scheduled Closing Date" is May 2, 00

c. "Close of Escrow" means the time when the Escrow Agent (as defined in Section 4) records all of the instruments which are required to be recorded under this Agreement.

d. "Planned Community" means the property subject to the Master Declaration (defined below) including the property now subject thereto and additional property, if any, hereafter annexed to the Planned Community in accordance with the terms of the Master Declaration.

e. "Earnest Money Deposit" means the sum of the Initial Earnest Money Deposit and any Additional Earnest Money Deposit.

f. "Master Declaration" means Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge recorded in the Official Records of the County Recorder of Clark County on May 30, 1996, in Book 960530, as instrument no. 00241, re-recorded on August 30, 1996, in Book 960830, as instrument no. 01630, and re-recorded on September 12, 1996, in Book 960912, as instrument no. 01520, and any amendments thereto.

g. "Applicable Declarations" means collectively the Master Declaration, the Declaration of Annexation for Queensridge Parcel 20 (Queensridge North Custom Lots) and all Recorded Supplemental Declarations which affect the Lot.

h. "Association" means Queensridge Owners Association, a Nevada non-profit corporation, formed pursuant to the provisions of the Master Declaration.

Submitted at Planning Commission

Date 2/14/17 Item 21-24

2. **Payment.** Purchaser agrees to pay the Purchase Price for the Lot as follows:

Initial Earnest Money Deposit	$ 40,000
Additional Earnest Money Deposit (if any)	$
Proceeds from new loan ("New Loan") or cash paid by Purchaser	$
Additional cash due at Close of Escrow:	$203,000
TOTAL PURCHASE PRICE	$243,000

a. **Initial Earnest Money Deposit.** The Initial Earnest Money Deposit (i) shall be deposited with Seller upon Buyer's execution of Buyer's offer to purchase the Lot, (ii) shall be non-refundable, and (iii) shall be credited to the Purchase Price at close of Escrow.

b. **Additional Earnest Money Deposit.** The Additional Earnest Money Deposit (if any) shall be paid into Escrow on or before _____, _____ and shall be credited to the Purchase Price at close of Escrow.

c. **Balance of Purchase Price.** The Purchase Price, less the Earnest Money Deposit, shall be payable in cash at close of Escrow. If a portion of the balance of the Purchase Price shall consist of proceeds from a New Loan, promptly after Seller's acceptance of Purchaser's offer, Purchaser shall submit Purchaser's loan application to a lender or lenders of Purchaser's choice ("Lender"). In such instance, this Agreement is conditioned upon, as a condition precedent, Purchaser's ability to obtain written approval or a written commitment for a New Loan on the terms set forth in the next sentence. Within thirty (30) days after Seller's acceptance of Purchaser's offer, Purchaser (i) shall use Purchaser's best efforts to qualify for and obtain a New Loan at prevailing rates for similar loans in the Las Vegas area subject only to normal loan closing conditions, and (ii) shall deliver into Escrow an executed copy of such approval or commitment. In the event Purchaser fails to satisfy such condition precedent within the time periods specified herein, then, unless such periods are extended by Seller in writing, Seller shall refund promptly to Buyer the Initial Earnest Money Deposit and Seller and Buyer shall have no further obligations hereunder.

3. **Closing Costs and Prorations.** Except as otherwise provided in this Agreement, Purchaser and Seller agree to pay, and Escrow Agent is authorized to pay, the following sums, and to charge the accounts of Purchaser and Seller respectively, as follows: (a) charge Purchaser for (i) all fees, costs and charges connected with any New Loan obtained by Purchaser, including but not limited to loan document preparation and recording fees, (ii) the escrow fee normally charged by Escrow Agent to buyers, and (iii) other fees, costs, expenses and charges according to the customary practices of Escrow Agent; and (b) charge Seller for (i) real property transfer taxes, (ii) the escrow fee normally charged by Escrow Agent to sellers (which Purchaser acknowledges may be at a reduced, "bulk" rate), (iii) the premium for the Title Policy described in Section 5, (iv) the cost of preparation and recordation of the Deed, and (v) other fees, costs, expenses and charges according to the customary practices of Escrow Agent. Escrow Agent shall prorate between the parties, to the date of Close of Escrow, general and special city and county taxes. All assessments attributable to the Lot and any obligations imposed by the Desert Tortoise Conservation Habitat Plan shall be payable by Seller at Close of Escrow. All prorations and adjustments shall be made on the basis of a thirty (30) day month.

4. **Escrow.** Purchaser and Seller agree that the transaction contemplated in this Agreement shall be consummated through an escrow (the "Escrow") to be established with Nevada Title Company, 9500 Hillwood Drive, Suite 110, Las Vegas, Nevada 89134, Attention: Mary Radiburn ("Escrow Agent"). Upon Seller's acceptance and delivery of this Agreement to Escrow Agent together with the Earnest Money Deposit, Escrow shall be deemed open. This Agreement shall constitute irrevocable escrow instructions to Escrow Agent. Escrow will close on or before the Scheduled Closing Date described in Section 1 above. If Escrow cannot close on the Scheduled Closing Date due to the failure of the Purchaser to timely perform its obligations hereunder, Purchaser will be deemed to be in default under this Agreement, and Seller will be entitled to the remedies set forth in Section 7 hereof.

5. **Title and Title Policy.** At the Close of Escrow, Seller will convey good and marketable title to the Lot by a grant, bargain and sale deed (the "Deed"), in the form of the Deed attached hereto as Attachment "A" hereto, free and clear of any monetary encumbrances other than the Permitted Exceptions. As used herein "Permitted Exceptions" means (a) any encumbrance recorded against the Lot made by or on behalf of Purchaser at the Close of Escrow; (b) the following described impositions which may constitute a lien but which are not then due and payable: (i) property taxes, (ii) the lien of any supplemental taxes, (iii) other governmental impositions now levied, or which may be levied in the future, with respect to the Lot, and (iv) liens of governmental and non-governmental entities providing services to the Lot; (c) the Applicable Declarations (which include those listed on Addendum "1" hereto), (d) the reservations in favor of Seller which are set forth in the Deed; and (e) all other restrictions, conditions, reservations, rights, rights of way and easements of record, and other exceptions to title shown on the Title Report other than Blanket Encumbrances. Seller

will deliver title to the Lot free of Blanket Encumbrances. For purposes of this Agreement, a "Blanket Encumbrance" is defined as a financial or monetary encumbrance consisting of a deed of trust, mortgage, judgment (including an option or contract to sell or a trust agreement) affecting more than one lot within the Planned Community. The term "Blanket Encumbrance" specifically excludes, however, liens and encumbrances (x) arising as a result of the imposition of any tax or assessment by and public authority, and (y) imposed by the Applicable Declarations. At the Close of Escrow, Seller will cause a CLTA Owner's standard coverage policy of title insurance (the "Title Policy") to be issued by Nevada Title Company ("Title Company") in the face amount of the Purchase Price insuring title to the Lot in Purchaser subject only to the Permitted Exceptions.

6. Seller's Improvements. Seller has installed or will install prior to the issuance of a building permit for a single family residence on the Lot (the "Building Permit") the following described improvements ("Finished Lot Improvements"): roads providing access to the Lot, together with underground improvements for sanitary sewer, potable water, natural gas and conduit and any and all other improvements required by the City of Las Vegas as conditions to final subdivision map approval. All such utility improvements are or will be stubbed out to the boundary line of the Lot prior to the issuance of the Building Permit. Purchaser is responsible for utility connections to Purchaser's residence and for making necessary arrangements with each of the public utilities for service. Purchaser acknowledges that Seller is not improving the Lot and has not agreed to improve the Lot for Purchaser, except as provided in this Section 6. Purchaser will be responsible for finish grading and preparation of the building pad and acknowledges that Seller has not agreed to provide any grading of the Lot beyond its present condition. The exact location of electrical transformers, fire hydrants, irrigation valves and other utility vaults may not be known at the time this Agreement is signed. Seller will exercise judgment in placing these items, but will not be responsible if the appearance or location thereof is objectionable to Purchaser. Purchaser acknowledges and agrees that except as may otherwise be provided in the Applicable Declarations, Purchaser shall be responsible for the repair or replacement, as necessary, any sidewalks, landscaping and trees installed by Seller which are damaged or destroyed as a result of construction performed by Purchaser. The City of Las Vegas, the Las Vegas Valley Water District, and Nevada Power Company will charge fees for sewer, water and electrical systems and other municipal improvements as a condition to providing services or issuance of a Building Permit for the Lot. These charges, and any similar charges levied by the City, the Water District or the Power Company, are the responsibility of Purchaser, not Seller, including the capacity connection charge payable to the Las Vegas Valley Water District. Any other such fees which are required to be paid at or prior to the Close of Escrow will be collected by Escrow Agent from Purchaser.

7. Default by Purchaser. By placing their initials here, Seller (_____) and Purchaser (_____) agree that it would be impractical or extremely difficult to fix actual damages likely to be suffered by Seller in case of Purchaser's failure to complete the purchase of the Lot due to Purchaser's default. Purchaser and Seller further agree that the Earnest Money Deposit is a reasonable estimate of the damages Seller is likely to suffer in the event of Purchaser's default. In the event of a default by Purchaser, Seller shall be entitled to the entire Earnest Money Deposit as liquidated damages and Escrow Agent shall deliver such funds to Seller upon written notice to Escrow Agent from Seller specifying the nature of Purchaser's default. Such disbursement by Escrow Agent to Seller of the Earnest Money Deposit shall constitute Seller's exclusive remedy hereunder for a default of Purchaser.

8. Warranties. Purchaser hereby acknowledges and represents and warrants to Seller that Purchaser is not relying upon any warranties, promises, guarantees, advertisements or representations made by Seller or anyone acting or claiming to act on behalf of Seller. Except as expressly provided in Section 6 of this Agreement, Purchaser agrees that the Lot shall be conveyed to Purchaser in its "as is" condition and Seller makes no representations or warranties of any kind whatsoever as to the Lot, its condition or any other aspect thereof, including, without limitation, any patent or latent physical condition or aspect of the Lot or the presence of hazardous or regulated materials on the Lot or any other environmental condition relating to the Lot. Except as otherwise expressly provided in Section 6 hereof, Purchaser hereby waives any and all claims against Seller regarding the condition of the Lot. Purchaser hereby acknowledges and agrees that by accepting the Deed to the Lot: (a) Purchaser or its agents have examined and are satisfied with the Lot, the boundaries of the Lot, the soil condition of the Lot, any existing easements effecting the Lot, utility availability, and all laws, ordinances, regulations, permitted uses and other matters relating to the Lot; (b) Purchaser is accepting the Lot in its "as is" condition and confirming that the same is satisfactory for the uses and purposes intended by Purchaser; (c) Purchaser is acknowledging that Seller has not made, does not make, and has not authorized anyone else to make any representation or warranty as to the past, present or future condition or use of the Lot; (d) Purchaser is assuming all risks regarding the Lot. Seller and Purchaser acknowledge and agree that the terms and conditions of this Section 8 concerning the condition of the Lot shall survive and remain in effect after the Close of Escrow.

9. Security Services. Purchaser understands that Seller makes no representations or warranties of any kind, except for those expressly set forth in writing herein, as to whether or not any security personnel or services will be provided or retained for the Lot. Seller agrees to provide a limited access entry gate at the Alta Boulevard entrance to the Planned Community. Purchaser understands that the decision of whether to provide security services and the level of such security services to be provided is the responsibility of the Association.

10. Soil Condition. Soils and geotechnical conditions vary throughout Southern Nevada. Soils are often expansive or composed of large amounts of rock and may react in differing manners to various structural loads. Although all lots in the Planned Community have been rough graded and compacted, Seller makes no representation or warranty as to the adequacy of the soil condition for improvements other than those constructed (or caused to be constructed) by Seller. Purchaser shall engage the services of a qualified contractor and geotechnical engineer for the installation of any improvements (including, without limitation, swimming pools), to ensure appropriate design and construction methods, including proper drainage and stabilization measures. Due to differing geologic conditions, design methods may vary from location to location. Seller and Purchaser acknowledge and agree that the terms and conditions of this Section 10 concerning the soil condition shall survive and remain in effect after the Close of Escrow.

11. Association Fees. Purchaser acknowledges and understands that the Lot being purchased is located in the Planned Community known as "Queensridge" and is subject to the Applicable Declarations. As owner of the Lot, Purchaser shall be a member of the Association. Purchaser understands and agrees that Purchaser shall be responsible for payment to the Association of all Assessments imposed by the Applicable Declarations, which include the Annual Assessments, if any, Assessments for the Queensridge North Special Benefits Area, Special Benefits Area Assessments for the Orient Express Special Benefits Area, and any other Assessments imposed by the Applicable Declarations (collectively "Assessments"). The combined total amount of the Assessments applicable to the Lot on the date of execution of this Agreement is Three Hundred Twenty 260± Dollars ($ 320) per month. Purchaser agrees to pay at Close of Escrow the first three monthly installments of the Assessments. The amount of Purchaser's Assessments may increase in subsequent years as provided in the Applicable Declarations and any amendments thereto.

12. Inspection. Purchaser acknowledges that, prior to signing this Agreement, Purchaser conducted a personal, on-the-lot inspection of the Lot. Following such inspection, Purchaser executed the Affirmation Form attached hereto as Attachment "B". Purchaser represents and warrants that it has been given an adequate opportunity to investigate, inspect and become familiar with all aspects and components of the Lot and the Planned Community, and the surrounding and nearby areas, neighborhoods, services and facilities. Purchaser further represents that it is relying solely on such investigation and inspection, and that it is not relying on any warranties, promises, guarantees or representations by Seller or anyone acting or claiming to act on behalf of Seller (including, without limitation, Seller's sales agents and representatives). Purchaser represents that it has neither received nor relied on advice of any nature from Seller, Seller's sales representatives or Escrow Agent, and that Purchaser has been advised to retain legal counsel.

13. Future Development. Purchaser acknowledges that except for the information contained in Zoning Information Disclosure ("Zoning Disclosure") required by Nevada Revised Statutes ("NRS") Chapter 113 and attached hereto as Attachment "C" or the Public Offering Statement for Queensridge (Custom Lots) (the "Public Offering Statement") required by NRS Chapter 116, Seller has made no representations or warranties concerning zoning or the future development of phases of the Planned Community or the surrounding area or nearby property.

14. Completion of Finished Lot Improvements. Pursuant to the Interstate Land Sales Full Disclosure Act, 42 U.S.C.S. §§ 1701 - 1702, and the regulations promulgated thereunder, Seller covenants to Purchaser that the Finished Lot Improvements (defined in Section 6 of this Agreement) shall be completed prior to the issuance of a Building Permit for the Lot; provided, however, that the covenants of Seller to complete the Finished Lot Improvements within such period of time (i) may be deferred or delayed as a result of conditions beyond the control of Seller, including, without limitation, Acts of God, strikes, or material shortages; and (ii) are conditioned upon grounds sufficient to establish impossibility of performance under Nevada law.

15. Purchaser's Construction of Residence. Purchaser acknowledges that the construction of Improvements (as defined in the Master Declaration) on the Lot are governed by the Master Planned Community Standards applicable to the Customs Lots and any other provisions of the Applicable Declarations governing the construction of Improvements to the Custom Lots. Purchaser acknowledges that the Master Planned Community Standards require, among other things, the following:

a. The submittal of preliminary plans and drawings for the residential dwelling unit and other out buildings (collectively the "Residence Plans"), and plans for recreational amenities, such as swimming pools and tennis courts, and landscaping (collectively "Landscaping and Recreational Amenities Plans") no later than 2 1/2 years after close of Escrow;

b. The commencement of construction of the Residence (which means the commencement of visible work on the Lot) within 3 years after close of Escrow;

c. For Lots 1 through 5, inclusive, in Block A, and Lots 6 through 21, inclusive, in Block B, of Parcel 20, the issuance of a Certificate of Occupancy for the Residence within 4½ years after Close of Escrow; and

d. The commencement of work for recreational amenities and landscaping on or before 6 months after the issuance of the Certificate of Occupancy and the completion thereof within 6 months after the commencement of such work.

The Purchaser is also aware that the Master Planned Community Standards provide that a fine of $50 per day will be imposed by the Association for failure to comply with any above-described time periods. The above described time periods will not be extended by reason of Purchaser's sale of the Lot or by the failure of Purchaser to meet any previous time period.

16. Purchaser's Right to Cancel. Unless the Purchaser has personally inspected the Lot, the Purchaser may cancel, by written notice, this Agreement until midnight of the fifth (5th) calendar day following its execution by both Purchaser and Seller.

17. Purchaser Not To Assign. In view of the credit qualifications, processing and other personal matters considered by Seller in accepting this Agreement, prior to the Close of Escrow the rights of Purchaser hereunder any not be assigned, sold, transferred or hypothecated by Purchaser voluntarily, involuntarily, or by operation of law without first obtaining Seller's written consent, which consent may be withheld in Seller's sole absolute discretion.

18. Purchaser's Interest. By this Agreement, Purchaser acquires no right, title or interest of any kind whatsoever in or to the Lot, or any part thereof until and unless the Escrow herein provided for shall successfully close. It is agreed that except as otherwise provided in Section 14 hereof (Completion of Finished Lot Improvements), Purchaser's sole remedy for any breach hereof by Seller shall be an action at law for monetary damages and that Purchaser shall have no right to specific performance of this Agreement. In no event and at no time prior to the Close of Escrow shall Purchaser have any right to enter upon the Lot for any reason without being accompanied by an employee or agent of the Seller unless Seller and Purchaser have executed a separate license agreement for access. Subject to the foregoing, Seller shall at Purchaser's request, allow reasonable access to the Lot for Purchaser's inspection of the Lot during normal business hours and subject to such reasonable conditions as Seller may require.

19. Entire Understanding. This Agreement constitutes the entire Agreement and understanding between Purchaser and Seller with respect to the purchase of the Lot and may not be amended, changed, modified or supplemented except by an instrument in writing signed by both parties. This Agreement supersedes and revokes all prior written and oral understandings between Purchaser and Seller with respect to the Lot, including, but not limited to, any Custom Home Lot Reservation.

20. Effective Date. Execution of this Agreement by Purchaser and by Seller's sales representative shall constitute only an offer by Purchaser to purchase which will not be binding unless accepted by Seller by execution of this Agreement by an authorized member of Seller or Seller's attorney-in-fact and delivered to Purchaser or Purchaser's agent within one (1) day after Seller's acceptance within three (3) business days after the date such offer is executed by Purchaser. Failure of Seller to so accept shall automatically revoke Purchaser's offer and all funds deposited by Purchaser with Seller or Seller's Broker, or Escrow Agent shall be promptly refunded to Purchaser. Seller's sales representatives are not authorized to accept this offer unless so empowered by a recorded power-of-attorney. Receipt and deposit of Purchaser's funds by Seller's sales representative shall not constitute an acceptance of this offer by Seller.

21. Provisions Severable. Each of the provisions of this Agreement is independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

22. Attorneys' Fees and Costs. In any action, proceeding or arbitration between the parties, whether or not arising out of this Agreement and whether prior to or after the Close of Escrow, the parties shall pay their own attorneys' fees and arbitration and court costs, except as otherwise expressly provided in this Agreement.

23. Miscellaneous. Time is of the essence of this Agreement. In the event of any conflict between the provisions of this Agreement as amended from time to time, and the provisions of any separate or supplementary escrow instructions, the provisions of this Agreement shall control. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

24. Modification and Waivers. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the parties. The waiver by Seller of any term or obligation under this Agreement shall not be construed as a waiver of any other or subsequent term or obligation under this Agreement.

25. Notices. Any notices, demands or other communications given hereunder shall be in writing and shall be deemed delivered upon personal delivery or two (2) business days after they are mailed with postage prepaid, by registered or certified mail, return receipt requested, to the party receiving such notice. Purchaser's address for notice

purposes is set forth beneath Purchaser's signature to this Agreement. Seller's address for notice purposes is 831 South Rampart, Las Vegas, Nevada 89128.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original and all of which taken together shall constitute one and the same Agreement.

27. Further Assurances. From time to time, upon reasonable request from the other party, each of the parties agree to execute any and all additional documents or to take such additional action as shall be reasonably necessary or appropriate to carry out the transaction contemplated by this Agreement.

28. Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, executors, administrators and assigns. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

29. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

30. Drafting. Each party to this Agreement represents that he has read and understood each provision of this Agreement and has discussed this Agreement with legal counsel or has been advised to and has been provided the opportunity to discuss this Agreement with legal counsel. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

31. Use of Gender and Number. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

32. Arbitration. Any dispute or claim arising under this Agreement which cannot be resolved to the mutual satisfaction of the parties hereto shall be determined by arbitration, pursuant to the provisions of Chapter 38 of the Nevada Revised Statutes. Each party shall select one arbitrator within fifteen (15) days after demand for arbitration, and the two arbitrators so selected shall select a third arbitrator within fifteen (15) days of their initial selection. Any decision by two or three arbitrators shall be binding. The costs of arbitration shall be paid equally by the parties. The arbitration shall be conducted in Clark County, Nevada.

33. Exclusive Jurisdiction. It is agreed that the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark, shall be the sole and exclusive forum for the resolution of any disputes arising among any of the parties to this Agreement that are not settled by arbitration in accordance with Section 32 hereof or are appealed following an arbitration proceeding. The parties to this Agreement expressly and unconditionally confer jurisdiction for the resolution of any and all disputes upon the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark. In the event that any litigation commenced in the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark, is properly removable to a Federal Court under the laws of the United States of America, such removal shall take place if the legal basis for removal exists; provided, however, that the parties to this Agreement agree that the exclusive venue of the Federal forum for the resolution of any disputes shall be the United States District Court for the District of Nevada, Southern Nevada Division, located in Las Vegas, Nevada.

34. Broker's Commission. By separate agreement, Seller has agreed to pay to Greg Goorjian dba Hilltop Properties, Inc., a Nevada corporation, at Close of Escrow, a real estate broker's commission in connection with the sale of the Lot.

35. Escrow Instructions. The following shall constitute the parties' mutual instructions to Escrow Agent:

a. Seller authorizes Escrow Agent to deliver the Deed to Purchaser and record the same upon payment to Escrow Agent for Seller's account of the full Purchase Price and other fees, costs and charges which Purchaser is required to pay hereunder, and upon condition that Title Company issues the Title Policy described in Section 5 hereof.

b. Escrow Agent has no responsibility for investigating or guaranteeing the status of any garbage fee, power, water, telephone, gas and/or other utility or use bill.

c. Installments maturing on existing encumbrances, if any, during the period of this Escrow shall be paid by the Seller, unless otherwise specifically required herein. All prorations shall be computed on the basis of a thirty (30) day month and shall be made as of Close of Escrow.

d. Escrow Agent assumes no liability for, and is hereby relieved of any liability in connection with any personal property which may be a part of this Escrow.

e. All disbursements made through Escrow shall be made in the form of a check drawn on Escrow Agent's bank.

f. Escrow Agent shall furnish a copy of this Agreement, amendments thereto, closing statements and any other documents deposited in this Escrow to the Lender, the real estate brokers and attorneys involved in this transaction upon the request of the Lender, such brokers or such attorneys.

g. Any check presented for deposit into this Escrow by either party shall be subject to clearance thereof and Escrow Agent shall not be obligated to act upon nor disburse against any such funds until notified by the bank upon which the check is drawn that said check has cleared its account.

h. In the event of litigation, regardless of the claims being litigated or the parties involved, the parties hereto agree to indemnify Escrow Agent and to hold Escrow Agent harmless and to pay reasonable attorneys' fees and costs incurred by Escrow Agent, except in those instances where Escrow Agent is being sued for negligence or because it has failed to comply with the provisions of this Agreement. In the event a suit is brought by any party(ies) to this Escrow to which the Escrow Agent is named as a party and which results in a judgement in favor of the Escrow Agent and/or against a party or principal of any party hereunder, the principal or principal's agent(s) agree to pay Escrow Agent all costs, expenses and reasonable attorneys' fees which it may expend or incur in said suit, the amount thereof to be fixed and judgement to be rendered by the court in said suit.

i. If there is no action on this Escrow within 180 days after Seller's acceptance of Purchaser's offer, Escrow Agent's agency obligations shall terminate in Escrow Agent's sole discretion any and all documents, monies, or other items held by Escrow Agent shall be returned to the parties depositing the same. In the event of cancellation of this Escrow, whether it be at the request of the parties or otherwise, the fees and charges due Escrow Agent, including expenditures incurred and/or authorized, shall be borne equally by the parties hereto.

j. Should Escrow Agent, before or after the Close of Escrow, receive or become aware of conflicting demands or claims with respect to this Escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, Escrow Agent shall have the right to discontinue any or all further acts on Escrow Agent's part until such conflict is resolved to Escrow Agent's satisfaction, and Escrow Agent has the right to commence or defend any action or proceedings for the determination of such conflict as provided in subsections i. and j. hereof.

k. Time is of the essence in this Agreement and each party hereto requires that the other party comply with all requirements necessary to place this Escrow in a condition to close as provided in said Agreement; provided, however, that if the Scheduled Closing Date, or any other compliance date specified herein, falls on a Saturday, Sunday or legal holiday, the time limit set forth herein is extended through the next full business day. In the absence of written direction to the contrary, Escrow Agent is authorized to take any administrative steps necessary to effect the closing of this Escrow subsequent to the date set forth herein.

l. Either party hereunder claiming right of cancellation of this Escrow shall file written notice and demand for cancellation in the office of Escrow Agent in writing and in duplicate. Escrow Agent shall, within three (3) business days following receipt of such written notice, notify the party against whom said cancellation is filed by depositing a copy of said notice in the United States Mail, addressed to such other party at the last address filed with Escrow Agent. In such event, Escrow Agent is authorized and directed to hold all money and instruments in this Escrow pending mutual written instructions by the parties hereto, or a final order by a court of competent jurisdiction. The parties are aware, however, and expressly agree and consent, that Escrow Agent shall have the absolute right at its sole discretion, to file a suit or counter claim in interpleader and to obtain an order from the court requiring the claimants to interplead and litigate in such court their several claims and rights amongst themselves. In the event such suit or claim is brought, the parties hereto jointly and severally agree to pay Escrow Agent all costs, expenses and reasonable attorneys' fees which may expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court in

such suit. Upon the filing of such suit or counterclaim said Escrow Agent shall thereupon be fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this Escrow.

36. Documents and Disclosures Addendum. The information included in Addendum 1 to this Agreement is hereby incorporated by this reference.

PURCHASER:

Signature: Robert N Peccole

Printed Name: Robert N Peccole

Date: 4/11/00

Signature: Nancy A. Peccole

Printed Name: NANCY PECCOLE

Date: 4-11-00

Address: _____

Phone (Res.): _____

Phone (Bus.): _____

ACKNOWLEDGMENT OF RECEIPT OF PURCHASER'S EARNEST MONEY DEPOSIT:

Date: 4/11, 00
(Sales Representative)

THE FOREGOING ACKNOWLEDGMENT BY THE SALES REPRESENTATIVE DOES NOT CONSTITUTE SELLER'S ACCEPTANCE OF THIS OFFER.

SELLER'S ACCEPTANCE

Accepted by Seller on _____, ____.

NEVADA LEGACY 14, LLC, a Nevada
limited liability company

By: PECCOLE NEVADA CORPORATION, a
Nevada corporation, its Manager

By: _____
LARRY MILLER, its C.E.O.

CONSENT OF ESCROW AGENT:

The undersigned hereby agrees to accept this Agreement, act as Escrow Agent under this Agreement and be bound by this Agreement in the performance of its duties as Escrow Agent; provided, however, that the undersigned shall have no obligation, liability or responsibility under any supplement or amendment to this Agreement, unless and until the same shall be accepted in writing or prepared by the undersigned.

Escrow Agent:

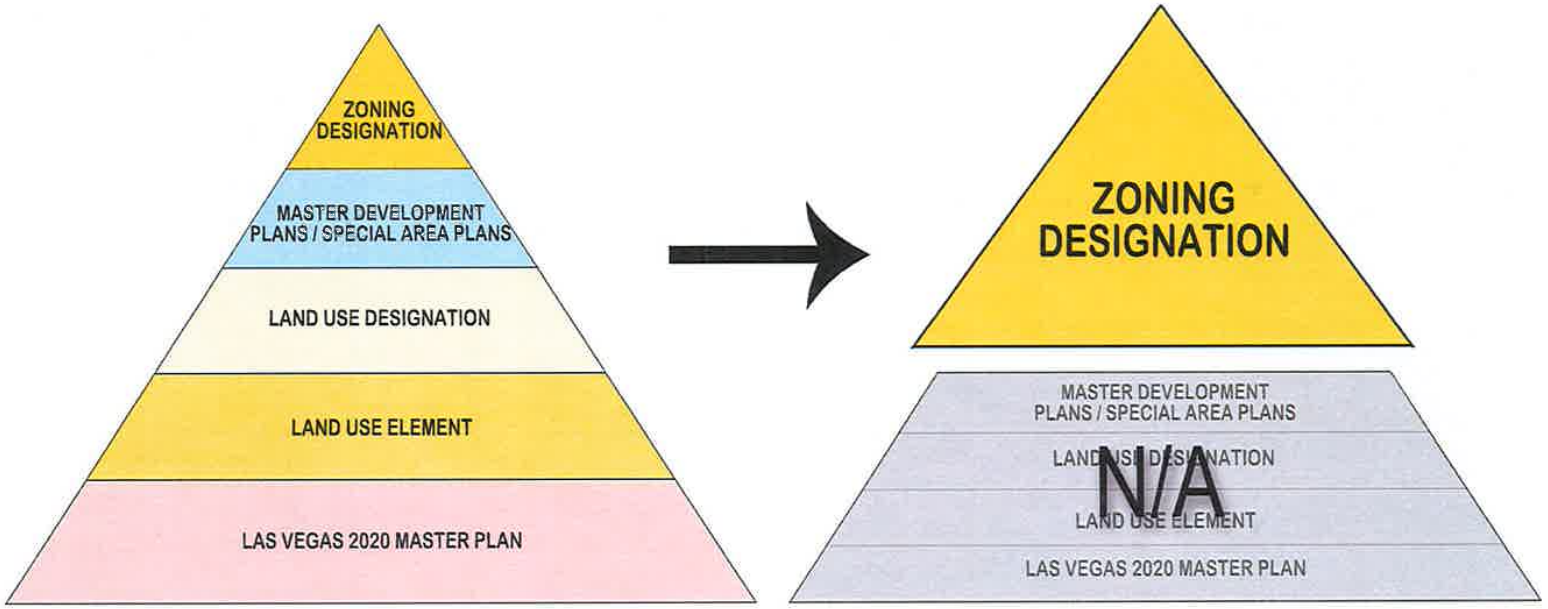
Nevada Title Company, a Nevada corporation

By:_____

Its:_____

Date:_____

LAND USE HIERARCHY*



PRE-ZONING

POST-ZONING

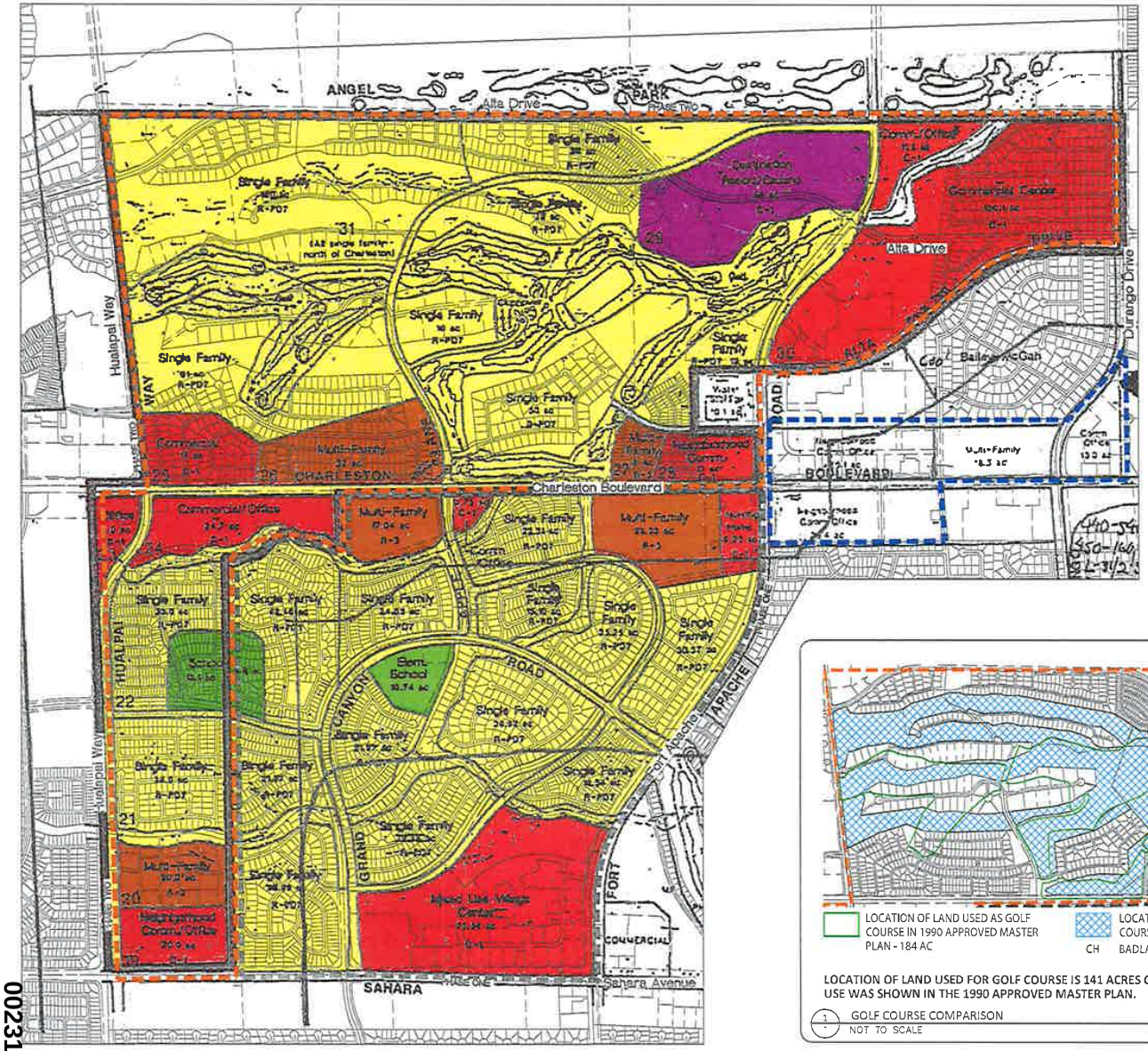
ACP:ATTORNEY CLIENT PRIVILEGE

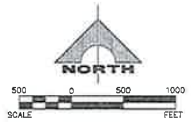
*REFER TO PAGE 19 OF LAND USE & RURAL NEIGHBORHOODS PRESERVATION ELEMENT (LAS VEGAS 2020 MASTER PLAN)

EXHIBIT F-1

2/22/2016

PECCOLE RANCH MASTER PLAN
AS-BUILT (EXHIBIT D) OVERLAYED ON
THE 1990 APPROVED PECCOLE RANCH
MASTER PLAN (EXHIBIT B)





LEGEND

- PHASE ONE BOUNDARY
- PHASE TWO BOUNDARY
- DELETED WITH APPROVED 1990 MASTER PLAN

LOCATION OF LAND USED AS GOLF COURSE IN 1990 APPROVED MASTER PLAN - 184 AC

LOCATION OF LAND ON WHICH GOLF COURSE WAS BUILT - 250.92 AC

CH BADLANDS CLUBHOUSE - 2.37 AC

LOCATION OF LAND USED FOR GOLF COURSE IS 141 ACRES OUTSIDE OF WHERE THIS USE WAS SHOWN IN THE 1990 APPROVED MASTER PLAN.

1 GOLF COURSE COMPARISON
NOT TO SCALE

OWNER: 180 LAND COMPANY LLC
SEVENTY ACRES LLC
FORESTARS LTD

ADDRESS: 1215 S. FT. APACHE ROAD
SUITE 120
LAS VEGAS, NV 89117

ENGINEER:
GCW ENGINEERS \ SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwenginccorng.com

"AS-BUILT"

PECCOLE RANCH
LAND USE DATA
PHASE TWO

REF	COMMENTS
A	OF THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S "SINGLE FAMILY'S" 401 ACRES: • 71.69 ACRES WERE BUILT AS THE OUTLAW'S 9 GOLF HOLES. • AN ADDITIONAL XX ACRES WERE BUILT AS GOLF COURSE. IN TURN THE "AS-BUILT'S" 430.7 ACRES INCLUDES: • XX ACRES THAT THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S HAD REFLECTED AS "GOLF COURSE DRAINAGE" • XX ACRES THAT THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S HAD REFLECTED AS "COMMERCIAL/OFFICE" • XX ACRES THAT THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S HAD REFLECTED AS "MULTI-FAMILY"
B	OF THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S "MULTI-FAMILY'S" 60 ACRES: • XX ACRES WERE BUILT AS SINGLE-FAMILY IN TURN THE "AS-BUILT'S" 47.4 ACRES INCLUDES: • APPROXIMATELY 5 ACRES IN THE FAIRWAY POINTE SUBDIVISION THAT CONTAINS 61 MUTI-FAMILY UNITS THAT THE 1990 OVERALL CONCEPTUAL MASTER PLAN HAD REFLECTED AS "COMMERCIAL/OFFICE" • APPROXIMATELY 8 ACRES IN THE FAIRWAY POINTE SUBDIVISION THAT CONTAINS 78 MULTI-FAMILY UNITS THAT THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S HAD REFLECTED AS "SINGLE-FAMILY" • APPROXIMATELY 15 ACRES THAT THE 1990 OVERALL CONCEPTUAL MASTER PLAN HAD REFLECTED AS "RESORT-CASINO" THAT BECAME ONE QUEENSRIDGE PLACE 385 UNIT "MULTI-FAMILY".
C	OF THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S "COMMERCIAL/OFFICE'S" 194.3 ACRES, APPROXIMATELY 87 ACRES BECAME PART OF THE "AS-BUILT'S" SINGLE-FAMILY'S 430.7 ACRES, SPECIFICALLY 63 ACRES IN THE COMBINED 221 "SINGLE-FAMILY" ANGEL PARK SUBDIVISION AND THE 29 "SINGLE-FAMILY" TUSCANY SUBDIVISION; AN APPROXIMATE 5 ACRE PORTION, CONTAINING 61 MULTI-FAMILY UNITS, OF THE FAIRWAY POINTE MULTI-FAMILY SUBDIVISION, AND A 19 ACRE PORTION CONTAINING 81 "SINGLE-FAMILY" HOMES IN THE PECCOLE WEST-LOT 12 SUBDIVISION. FURTHERMORE, A THE PORTION OF THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S "COMMERCIAL/OFFICE'S" 194.3 ACRES, INCLUDED AN APPROXIMATE 15 ACRES WHICH BECAME A PORTION OF TIVOLI VILLAGE WHICH IS MORE THAN "COMMERCIAL/OFFICE'S', NAMELY IT ALSO INCLUDES 300 "MULTI-FAMILY" UNITS.
D	OF THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S "RESORT-CASINO'S" 56.0 ACRES, APPROXIMATELY 18 ACRES BECAME PART OF THE LAND FOR ONE QUEENSRIDGE PLACE'S 385 MULTI-FAMILY UNITS; IN TURN 14 ACRES OF THE OF THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S "SINGLE-FAMILY'S" 401 ACRES BECAME PART OF THE "AS-BUILT'S" 52.5 ACRE "RESORT-CASINO".
E	OF THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S "GOLF COURSE DRAINAGE'S" 211.6 ACRES, APPROXIMATELY: • 10 ACRES WAS "DRAINAGE" BECAME PART OF THE "AS-BUILT'S" "COMMERCIAL/OFFICE'S" 138.8 ACRES. THE 10 ACRES RAN THROUGH WHAT HAS BEEN DEVELOPED AS TIVOLI VILLAGE AND A PORTION HAS BEEN DEVELOPED AS 13 "SINGLE-FAMILY" HOMES IN THE ADJACENT ANGEL PARK "SINGLE-FAMILY" SUBDIVISION. THESE APPROXIMATE 10 "DRAINAGE" ACRES VIRTUALLY DISAPPEARED AS THE LAND WAS INCORPORATED INTO TIVOLI VILLAGE'S DEVELOPEMENT WITH THE DRAINAGE BEING CONTAINED IN TWO 12'X12' CULVERTS WHICH ARE DOWNSTREAM AND HANDLE ALL THE DRAINAGE FROM THE UPSTREAM LAND ON WHICH THE FORMER BADLANDS GOLF COURSE WAS OPERATED ON. • XX ACRES ARE INCLUDED IN THE "AS-BUILT'S" "SINGLE-FAMILY" AND "MULTI-FAMILY" ACREAGES AS THEY WERE BUILT OUT AS 100 "SINGLE-FAMILY" AND 14 "MULTI-FAMILY" WITHIN VARIOUS QUEENSRIDGE SUBDIVISIONS. • XX ACRES BECAME RAMPART AND ALTA "RIGHT-OF-WAY". • XX ACRES BECAME PART OF BOCA PARK COMMERCIAL. • XX ACRES BECAME 25 "SINGLE-FAMILY" HOMES IN THE PECCOLE VILLAGE SUBDIVISION, PART OF THE PECCOLE RANCH HOA. • XX ACRES ARE INCLUDED IN THE "AS-BUILT'S" "MULTI-FAMILY'S" 47.4 ACRES AS THESE XX ACRES BECAME PART OF ONE QUEENSRIDGE PLACE'S ACRES THAT ACCOMODATES THE "AS-BUILT'S" 385 ONE QUEENSRIDGE PLACE'S MULTI-FAMILY UNITS. • XX ACRES BECAME PART OF THE "AS-BUILT'S" "COMMERCIAL/OFFICE'S" 138.8 ACRES AS THESE XX ACRESWERE INCLUDED IN SIR WILLIAMS COURT OFFCIE COMPLEX. IN TURN: • 71.69 ACRES INCLUDED IN THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S 401 ACRES DESIGNATED AS "SINGLE-FAMILY" WERE BUILT OUT AS THE OUTLAW 9 HOLES OF GOLF AND ARE THUS INCLUDED IN THE "AS-BUILT'S" "GOLF COURSE DRAINAGE'S" 265.92 ACRES. • AN ADDITIONAL XX ACRES OF THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S "SINGLE-FAMILY'S" 401 ACRES IS INCLUDED IN THE "AS-BUILT'S" "GOLF COURSE DRAINAGE'S" 265.92 ACRES AS WELL AS THESE XX ACRES WERE BUILT AS GOLF COURSE.
F	THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S "RIGHT-OF-WAYS" 60.4 ACRES IS SUBSTANTIALLY DIFFERENT LAND DUE TO THE "AS-BUILT'S" SIGNIFICANT MODIFICATION OF THE LAND PLAN WHICH SUBSTANTIALLY RELOCATED ROADWAYS LOCATIONS. IN FACT 34 SINGLE-FAMILY AND 45 MULTI-FAMILY HOMES ARE LOCATED ON A GOOD PORTION OF THE THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S "RIGHT-OF-WAYS" 60.4 ACRES.
G	THE 1990 OVERALL CONCEPTUAL MASTER PLAN'S "ELEMENTARY SCHOOL'S" 13.1 ACRES IS INCLUDED IN THE "AS-BUILT'S" "SINGLE-FAMILY" DESIGNATION'S 430.7 ACRES AS IN LIEU OF AN ELEMENTARY SCHOOL, 77 SINGLE FAMILY HOMES WERE BUILT THEREON.

1990 CONCEPTUAL PLAN

PECCOLE RANCH
LAND USE DATA
PHASE TWO

LAND USE	ACRES	NET DENSITY	NET UNITS
Single-Family	401.0	7.0 du/ac	2,807
Multi-Family	60.0	24.0 du/ac	1,440
Commercial / Office	194.3	-	-
Resort-Casino	56.0	-	-
Golf Course Drainage	211.6	-	-
Right-of-Way	60.4	-	-
Elementary School	13.1	-	-
TOTAL	996.4	4.5 du/ac	4,247

Note: Overall density based upon all areas except R.O.W.

"AS-BUILT"

PECCOLE RANCH
LAND USE DATA
PHASE TWO

LAND USE	REFERENCE	ACRES	NET DENSITY	NET UNITS
Single-Family	A	430.7	1825 single-family units divided by 430.7 acres = 4.2 du/ac	1284 in addition to SF shown below
Multi-Family	B	47.4 ****	1057 multi-family units divided by 47.4 acres = 22.3 du/ac	246 in addition to MF shown below
Commercial / Office	C	138.8		330 SF 361 MF *
Resort-Casino	D	52.5		6 MF 385 MF **
Golf Course Drainage	E	265.92		100 SF 14 MF ***
Right-of-Way	F	61.1		34 SF 45 MF
Elementary School	G	0.0		77 SF
Sub-total of SF & MF units built-on Acres, not shown as Single-Family nor Multi-Family Acres on page 18 of the 1990 Peccole Ranch overall Conceptual Master Plan.				541 SF 811 MF
TOTAL		996.40		1,825 SF 1,057 MF

* Includes Tivoli's approved but not yet built 300 MF units.
** This is One Queensridge Place's 219 built units plus its 166 approved but not yet built units.
*** A portion of One Queensridge Place's 219 built MF units lay upon the land designated in the 1990 Peccole Ranch Conceptual Master Plan's Golf Course Drainage acreage; a unit count thereof is not included here.
**** No acreage for Tivoli's MF is included here as the acreage is all included in the "Commercial/Office" line item.

NRS 278.0233 Actions against agency: Conditions and limitations.

1. Any person who has any right, title or interest in real property, and who has filed with the appropriate state or local agency an application for a permit which is required by statute or an ordinance, resolution or regulation adopted pursuant to NRS 278.010 to 278.630, inclusive, before that person may improve, convey or otherwise put that property to use, may bring an action against the agency to recover actual damages caused by:

(a) Any final action, decision or order of the agency which imposes requirements, limitations or conditions upon the use of the property in excess of those authorized by ordinances, resolutions or regulations adopted pursuant to NRS 278.010 to 278.630, inclusive, in effect on the date the application was filed, and which:

(1) Is arbitrary or capricious; or

(2) Is unlawful or exceeds lawful authority.

(b) Any final action, decision or order of the agency imposing a tax, fee or other monetary charge that is not expressly authorized by statute or that is in excess of the amount expressly authorized by statute.

(c) The failure of the agency to act on that application within the time for that action as limited by statute, ordinance or regulation.

2. An action must not be brought under subsection 1:

(a) Where the agency did not know, or reasonably could not have known, that its action, decision or order was unlawful or in excess of its authority.

(b) Based on the invalidation of an ordinance, resolution or regulation in effect on the date the application for the permit was filed.

(c) Where a lawful action, decision or order of the agency is taken or made to prevent a condition which would constitute a threat to the health, safety, morals or general welfare of the community.

(d) Where the applicant agrees in writing to extensions of time concerning his or her application.

(e) Where the applicant agrees in writing or orally on the record during a hearing to the requirements, limitations or conditions imposed by the action, decision or order, unless the applicant expressly states in writing or orally on the record during the hearing that a requirement, limitation or condition is agreed to under protest and specifies which paragraph of subsection 1 provides cause for the protest.

(f) For unintentional procedural or ministerial errors of the agency.

(g) Unless all administrative remedies have been exhausted.

(h) Against any individual member of the agency.

(Added to NRS by 1983, 2099; A 1995, 1035; 2013, 3216)

278.0233

DECLARATION OF LUANN HOLMES

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

LUANN HOLMES, declares, alleges and states as follows:

1. I am the City Clerk for the City of Las Vegas and I have personal knowledge of all matters contained herein, and am competent to testify thereto, except for those matter stated on information and belief, and to those matters, I believe them to be true.

2. That in my capacity as the City Clerk for the City of Las Vegas, I am responsible for providing services related to municipal elections, City Council meetings, City Boards and Commissions, Public Records and Historic Documents.

3. That I have worked in the capacity of City Clerk since 2015.

4. That in my capacity as the City Clerk for the City of Las Vegas, I am responsible for numbering and ordering the Ordinances of the City of Las Vegas and the City of Las Vegas Unified Development Code and have knowledge of their respective contents.

5. I am informed and believe that the provisions of the Unified Development Code and City Ordinances for the City of Las Vegas concerning planned development do not contain provisions adopted pursuant to NRS 278A.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 15 day of November, 2016.

LUANN HOLMES

THE JIMMERSON LAW FIRM, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 · Facsimile (702) 387-1167

CHAPTER 278A - PLANNED DEVELOPMENT

GENERAL PROVISIONS

NRS 278A.010 Short title.
NRS 278A.020 Legislative declaration.
NRS 278A.030 Definitions.
NRS 278A.040 "Common open space" defined.
NRS 278A.050 "Landowner" defined.
NRS 278A.060 "Plan" and "provisions of the plan" defined.
NRS 278A.065 "Planned unit development" defined.
NRS 278A.070 "Planned unit residential development" defined.
NRS 278A.080 Exercise of powers by city or county.

STANDARDS AND CONDITIONS FOR PLANNED DEVELOPMENTS

GENERAL PROVISIONS

NRS 278A.090 Adoption of standards and conditions by ordinance.
NRS 278A.100 Permitted uses.
NRS 278A.110 Density and intensity of use of land.
NRS 278A.120 Common open space: Amount and location; improvement and maintenance.
NRS 278A.130 Common open space: Dedication of land; development to be organized as common-interest community.
NRS 278A.170 Common open space: Procedures for enforcing payment of assessment.
NRS 278A.180 Common open space: Maintenance by city or county upon failure of association or other organization to maintain; notice; hearing; period of maintenance.
NRS 278A.190 Common open space: Assessment of costs of maintenance by city or county; lien.
NRS 278A.210 Public facilities.
NRS 278A.220 Evaluation of design, bulk and location of buildings; unreasonable restrictions prohibited.

MINIMUM STANDARDS OF DESIGN

NRS 278A.230 Adoption by ordinance.
NRS 278A.240 Types of units.
NRS 278A.250 Minimum site.
NRS 278A.270 Drainage.
NRS 278A.280 Fire hydrants.
NRS 278A.290 Fire lanes.
NRS 278A.300 Exterior lighting.
NRS 278A.310 Jointly owned areas: Agreement for maintenance and use.
NRS 278A.320 Parking.
NRS 278A.330 Setback from streets.
NRS 278A.340 Sanitary sewers.
NRS 278A.350 Streets: Construction and design.
NRS 278A.360 Streets: Names and numbers; signs.
NRS 278A.370 Utilities.

ENFORCEMENT AND MODIFICATION OF PROVISIONS OF APPROVED PLAN

NRS 278A.380 Purposes of provisions for enforcement and modification.
NRS 278A.390 Enforcement by city or county.
NRS 278A.400 Enforcement by residents.

NRS 278A.410 Modification of plan by city or county.
NRS 278A.420 Modification by residents.

PROCEDURES FOR AUTHORIZATION OF PLANNED DEVELOPMENT

GENERAL PROVISIONS

NRS 278A.430 Applicability; purposes.

PROCEEDINGS FOR TENTATIVE APPROVAL

NRS 278A.440 Application to be filed by landowner.
NRS 278A.450 Application: Form; filing fees; place of filing; tentative map.
NRS 278A.460 Planning, zoning and subdivisions determined by city or county.
NRS 278A.470 Application: Contents.
NRS 278A.480 Public hearing: Notice; time limited for concluding hearing; extension of time.
NRS 278A.490 Grant, denial or conditioning of tentative approval by minute order; specifications for final approval.
NRS 278A.500 Minute order: Findings of fact required.
NRS 278A.510 Minute order: Specification of time for filing application for final approval.
NRS 278A.520 Mailing of minute order to landowner; status of plan after tentative approval; revocation of tentative approval.

PROCEEDINGS FOR FINAL APPROVAL

NRS 278A.530 Application for final approval; public hearing not required if substantial compliance with plan tentatively approved.
NRS 278A.540 What constitutes substantial compliance with plan tentatively approved.
NRS 278A.550 Plan not in substantial compliance: Alternative procedures; public hearing; final action.
NRS 278A.560 Action brought upon failure of city or county to grant or deny final approval.
NRS 278A.570 Certification and recordation of plan; effect of recordation; modification of approved plan; fees of county recorder.
NRS 278A.580 Rezoning and resubdivision required for further development upon abandonment of or failure to carry out approved plan.

JUDICIAL REVIEW

NRS 278A.590 Decisions subject to review; limitation on time for commencement of action or proceeding.

GENERAL PROVISIONS

NRS 278A.010 Short title. This chapter may be cited as the Planned Unit Development Law.
(Added to NRS by 1973, 565) — (Substituted in revision for NRS 280A.010)

NRS 278A.020 Legislative declaration. The legislature finds that the provisions of this chapter are necessary to further the public health, safety, morals and general welfare in an era of increasing urbanization and of growing demand for housing of all types and design; to provide for necessary commercial and industrial facilities conveniently located to that housing; to encourage a more efficient use of land, public services or private services in lieu thereof; to reflect changes in the technology of land development so that resulting economies may be made available to those who need homes; to insure that increased flexibility of substantive regulations over land development authorized in this chapter be administered in such a way as to encourage the disposition of proposals for land development without undue delay, and are created for the use of cities and counties in the adoption of the necessary ordinances.
(Added to NRS by 1973, 565; A 1981, 130)

NRS 278A.030 Definitions. As used in this chapter, unless the context otherwise requires, the words and terms defined in NRS 278A.040 to 278A.070, inclusive, have the meanings ascribed to them in such sections.
(Added to NRS by 1973, 566) — (Substituted in revision for NRS 280A.030)

NRS 278A.040 "Common open space" defined. "Common open space" means a parcel or parcels of land or an area of water or a combination of land and water or easements, licenses or equitable servitudes within the site designated for a planned unit development which is designed and intended for the use or enjoyment of the residents or owners of the development. Common open space may contain such complementary structures and improvements as are necessary and appropriate for the benefit and enjoyment of the residents or owners of the development.
(Added to NRS by 1973, 566; A 1981, 131; 1989, 933)

NRS 278A.050 "Landowner" defined. "Landowner" means the legal or beneficial owner or owners of all the land proposed to be included in a planned unit development. The holder of an option or contract of purchase, a lessee having a remaining term of not less than 30 years, or another person having an enforceable proprietary interest in the land is a landowner for the purposes of this chapter.
(Added to NRS by 1973, 566; A 1981, 131)

NRS 278A.060 "Plan" and "provisions of the plan" defined. "Plan" means the provisions for development of a planned unit development, including a plat of subdivision, all covenants relating to use, location and bulk of buildings and other structures, intensity of use or density of development, private streets, ways and parking facilities, common open space and public facilities. The phrase "provisions of the plan" means the written and graphic materials referred to in this section.
(Added to NRS by 1973, 566; A 1981, 131)

NRS 278A.065 "Planned unit development" defined.
1. "Planned unit development" means an area of land controlled by a landowner, which is to be developed as a single entity for one or more planned unit residential developments, one or more public, quasi-public, commercial or industrial areas, or both.
2. Unless otherwise stated, "planned unit development" includes the term "planned unit residential development."
(Added to NRS by 1981, 130; A 1989, 933)

NRS 278A.070 "Planned unit residential development" defined. "Planned unit residential development" means an area of land controlled by a landowner, which is to be developed as a single entity for a number of dwelling units, the plan for which does not correspond in lot size, bulk or type of dwelling, density, lot coverage and required open space to the regulations established in any one residential district created, from time to time, under the provisions of any zoning ordinance enacted pursuant to law.
(Added to NRS by 1973, 566) — (Substituted in revision for NRS 280A.070)

NRS 278A.080 Exercise of powers by city or county. The powers granted under the provisions of this chapter may be exercised by any city or county which enacts an ordinance conforming to the provisions of this chapter.
(Added to NRS by 1973, 566; A 1977, 1518) — (Substituted in revision for NRS 280A.080)

STANDARDS AND CONDITIONS FOR PLANNED DEVELOPMENTS

General Provisions

NRS 278A.090 Adoption of standards and conditions by ordinance. Each ordinance enacted pursuant to the provisions of this chapter must set forth the standards and conditions by which a proposed planned unit development is evaluated.
(Added to NRS by 1973, 567; A 1977, 1518; 1981, 131)

NRS 278A.100 Permitted uses. An ordinance enacted pursuant to the provisions of this chapter must set forth the uses permitted in a planned unit development.
(Added to NRS by 1973, 567; A 1977, 1519; 1981, 131)

NRS 278A.110 Density and intensity of use of land.
1. An ordinance enacted pursuant to the provisions of this chapter must establish standards governing the density or intensity of land use in a planned unit development.

2. The standards must take into account the possibility that the density or intensity of land use otherwise allowable on the site under the provisions of a zoning ordinance previously enacted may not be appropriate for a planned unit development. The standards may vary the density or intensity of land use otherwise applicable to the land within the planned unit development in consideration of:

(a) The amount, location and proposed use of common open space.

(b) The location and physical characteristics of the site of the proposed planned development.

(c) The location, design and type of dwelling units.

(d) The criteria for approval of a tentative map of a subdivision pursuant to subsection 3 of NRS 278.349.

3. In the case of a planned unit development which is proposed to be developed over a period of years, the standards may, to encourage the flexibility of density, design and type intended by the provisions of this chapter, authorize a departure from the density or intensity of use established for the entire planned unit development in the case of each section to be developed. The ordinance may authorize the city or county to allow for a greater concentration of density or intensity of land use within a section of development whether it is earlier or later in the development than the other sections. The ordinance may require that the approval by the city or county of a greater concentration of density or intensity of land use for any section to be developed be offset by a smaller concentration in any completed prior stage or by an appropriate reservation of common open space on the remaining land by a grant of easement or by covenant in favor of the city or county, but the reservation must, as far as practicable, defer the precise location of the common open space until an application for final approval is filed so that flexibility of development, which is a prime objective of this chapter, can be maintained.

(Added to NRS by 1973, 567; A 1977, 1519; 1981, 132; 1989, 933)

NRS 278A.120 Common open space: Amount and location; improvement and maintenance. The standards for a planned unit development established by an ordinance enacted pursuant to the provisions of this chapter must require that any common open space resulting from the application of standards for density or intensity of land use be set aside for the use and benefit of the residents or owners of the development and must include provisions by which the amount and location of any common open space is determined and its improvement and maintenance secured.

(Added to NRS by 1973, 568; A 1981, 132)

NRS 278A.130 Common open space: Dedication of land; development to be organized as common-interest community. The ordinance must provide that the city or county may accept the dedication of land or any interest therein for public use and maintenance, but the ordinance must not require, as a condition of the approval of a planned unit development, that land proposed to be set aside for common open space be dedicated or made available to public use. If any land is set aside for common open space, the planned unit development must be organized as a common-interest community in one of the forms permitted by chapter 116 of NRS. The ordinance may require that the association for the common-interest community may not be dissolved or dispose of any common open space by sale or otherwise, without first offering to dedicate the common open space to the city or county. That offer must be accepted or rejected within 120 days.

(Added to NRS by 1973, 568; A 1975, 979; 1977, 1520; 1981, 132; 1991, 584)

NRS 278A.170 Common open space: Procedures for enforcing payment of assessment. The procedures for enforcing payment of an assessment for the maintenance of common open space provided in NRS 116.3116 to 116.31168, inclusive, are also available to any organization for the ownership and maintenance of common open space established other than under this chapter or chapter 116 of NRS and entitled to receive payments from owners of property for such maintenance under a recorded declaration of restrictions, deed restriction, restrictive covenant or equitable servitude which provides that any reasonable and ratable assessment thereon for the organization's costs of maintaining the common open space constitutes a lien or encumbrance upon the property.

(Added to NRS by 1975, 981; A 1991, 585)

NRS 278A.180 Common open space: Maintenance by city or county upon failure of association or other organization to maintain; notice; hearing; period of maintenance.

1. If the association for the common-interest community or another organization which was formed before January 1, 1992, to own and maintain common open space or any successor association or other organization, at any time after the establishment of a planned unit development, fails to maintain the common open space in a reasonable order and condition in accordance with the plan, the city or county may serve written notice upon that association or

other organization or upon the residents of the planned unit development, setting forth the manner in which the association or other organization has failed to maintain the common open space in reasonable condition. The notice must include a demand that the deficiencies of maintenance be cured within 30 days after the receipt of the notice and must state the date and place of a hearing thereon. The hearing must be within 14 days of the receipt of the notice.

2. At the hearing the city or county may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they must be cured. If the deficiencies set forth in the original notice or in the modification thereof are not cured within the 30-day period, or any extension thereof, the city or county, in order to preserve the taxable values of the properties within the planned unit development and to prevent the common open space from becoming a public nuisance, may enter upon the common open space and maintain it for 1 year.

3. Entry and maintenance does not vest in the public any right to use the common open space except when such a right is voluntarily dedicated to the public by the owners.

4. Before the expiration of the period of maintenance set forth in subsection 2, the city or county shall, upon its own initiative or upon the request of the association or other organization previously responsible for the maintenance of the common open space, call a public hearing upon notice to the association or other organization or to the residents of the planned unit development, to be held by the city or county. At this hearing the association or other organization or the residents of the planned unit development may show cause why the maintenance by the city or county need not, at the election of the city or county, continue for a succeeding year.

5. If the city or county determines that the association or other organization is ready and able to maintain the common open space in a reasonable condition, the city or county shall cease its maintenance at the end of the year.

6. If the city or county determines the association or other organization is not ready and able to maintain the common open space in a reasonable condition, the city or county may, in its discretion, continue the maintenance of the common open space during the next succeeding year, subject to a similar hearing and determination in each year thereafter.

7. The decision of the city or county in any case referred to in this section constitutes a final administrative decision subject to review.

(Added to NRS by 1973, 568; A 1981, 134; 1991, 585)

NRS 278A.190 Common open space: Assessment of costs of maintenance by city or county; lien.

1. The total cost of the maintenance undertaken by the city or county is assessed ratably against the properties within the planned unit development that have a right of enjoyment of the common open space, and becomes a tax lien on the properties.

2. The city or county, at the time of entering upon the common open space to maintain it, must file a notice of the lien in the appropriate recorder's office upon the properties affected by the lien within the planned unit development.

(Added to NRS by 1973, 569; A 1977, 1521; 1981, 135)

NRS 278A.210 Public facilities.

1. The authority granted a city or county by law to establish standards for the location, width, course and surfacing of public streets and highways, alleys, ways for public service facilities, curbs, gutters, sidewalks, street lights, parks, playgrounds, school grounds, storm water drainage, water supply and distribution, sanitary sewers and sewage collection and treatment, applies to such improvements within a planned unit development.

2. The standards applicable to a planned unit development may be different from or modifications of the standards and requirements otherwise required of subdivisions which are authorized under an ordinance.

(Added to NRS by 1973, 569; A 1977, 1521; 1981, 136)

NRS 278A.220 Evaluation of design, bulk and location of buildings; unreasonable restrictions prohibited.

1. An ordinance enacted pursuant to this chapter must set forth the standards and criteria by which the design, bulk and location of buildings is evaluated, and all standards and all criteria for any feature of a planned unit development must be set forth in that ordinance with sufficient certainty to provide work criteria by which specific proposals for a planned unit development can be evaluated.

2. Standards in the ordinance must not unreasonably restrict the ability of the landowner to relate the plan to the particular site and to the particular demand for housing existing at the time of development.

(Added to NRS by 1973, 570; A 1981, 136)

Minimum Standards of Design

NRS 278A.230 Adoption by ordinance.

1. An ordinance enacted pursuant to this chapter may contain the minimum design standards set forth in NRS 278A.240 to 278A.360, inclusive.

2. Where reference is made in any of these standards to a department which does not exist in the city or county concerned, the ordinance may provide for the discharge of the duty or exercise of the power by another agency of the city or county or by the governing body.

(Added to NRS by 1973, 576; A 1977, 1522) — (Substituted in revision for NRS 280A.200)

NRS 278A.240 Types of units. A planned unit residential development may consist of attached or detached single-family units, town houses, cluster units, condominiums, garden apartments or any combination thereof.

(Added to NRS by 1973, 576; A 1981, 136)

NRS 278A.250 Minimum site. The minimum site area is 5 acres, except that the governing body may waive this minimum when proper planning justification is shown.

(Added to NRS by 1973, 576) — (Substituted in revision for NRS 280A.220)

NRS 278A.270 Drainage. Drainage on the internal private and public streets shall be as required by the public works department. All common driveways shall drain to either storm sewers or a street section.

(Added to NRS by 1973, 576) — (Substituted in revision for NRS 280A.240)

NRS 278A.280 Fire hydrants. Fire hydrants shall be provided and installed as required by the fire department.

(Added to NRS by 1973, 577) — (Substituted in revision for NRS 280A.250)

NRS 278A.290 Fire lanes. Fire lanes shall be provided as required by the fire department. Fire lanes may be grass areas.

(Added to NRS by 1973, 577; A 1977, 1522) — (Substituted in revision for NRS 280A.260)

NRS 278A.300 Exterior lighting. Exterior lighting within the development shall be provided on private common drives, private vehicular streets and on public streets. The lighting on all public streets shall conform to the standards approved by the governing body for regular use elsewhere in the city or county.

(Added to NRS by 1973, 577; A 1977, 1522) — (Substituted in revision for NRS 280A.270)

NRS 278A.310 Jointly owned areas: Agreement for maintenance and use. Whenever any property or facility such as parking lots, storage areas, swimming pools or other areas, is owned jointly, a proper maintenance and use agreement shall be recorded as a covenant with the property.

(Added to NRS by 1973, 577) — (Substituted in revision for NRS 280A.280)

NRS 278A.320 Parking. A minimum of one parking space shall be provided for each dwelling unit.

(Added to NRS by 1973, 577; A 1977, 1522) — (Substituted in revision for NRS 280A.290)

NRS 278A.330 Setback from streets. Setback of buildings and other sight restrictions at the intersection of public or private streets shall conform to local standards.

(Added to NRS by 1973, 577; A 1977, 1522) — (Substituted in revision for NRS 280A.300)

NRS 278A.340 Sanitary sewers. Sanitary sewers shall be installed and maintained as required by the public works department. Sanitary sewers to be maintained by the governing body and not located in public streets shall be located in easements and shall be constructed in accordance with the requirements of the public works department.

(Added to NRS by 1973, 577) — (Substituted in revision for NRS 280A.310)

NRS 278A.350 Streets: Construction and design.

1. The streets within the development may be private or public.

2. All private streets shall be constructed as required by the public works department. The construction of all streets shall be inspected by the public works department.

3. All public streets shall conform to the design standards approved by the governing body.

(Added to NRS by 1973, 577; A 1977, 1522) — (Substituted in revision for NRS 280A.320)

NRS 278A.360 Streets: Names and numbers; signs. All private streets shall be named and numbered as required by the governing body. A sign comparable to street name signs bearing the words "private street" shall be mounted directly below the street name sign.

(Added to NRS by 1973, 578) — (Substituted in revision for NRS 280A.330)

NRS 278A.370 Utilities. The installation and type of utilities shall comply with the local building code or be prescribed by ordinance.

(Added to NRS by 1973, 578; A 1977, 1523) — (Substituted in revision for NRS 280A.340)

ENFORCEMENT AND MODIFICATION OF PROVISIONS OF APPROVED PLAN

NRS 278A.380 Purposes of provisions for enforcement and modification.

1. The enforcement and modification of the provisions of the plan as finally approved, whether or not these are recorded by plat, covenant, easement or otherwise, are subject to the provisions contained in NRS 278A.390, 278A.400 and 278A.410.

2. The enforcement and modification of the provisions of the plan must be to further the mutual interest of the residents and owners of the planned unit development and of the public in the preservation of the integrity of the plan as finally approved. The enforcement and modification of provisions must be drawn also to insure that modifications, if any, in the plan will not impair the reasonable reliance of the residents and owners upon the provisions of the plan or result in changes that would adversely affect the public interest.

(Added to NRS by 1973, 570; A 1981, 136)

NRS 278A.390 Enforcement by city or county. The provisions of the plan relating to:

1. The use of land and the use, bulk and location of buildings and structures;
2. The quantity and location of common open space;
3. The intensity of use or the density of residential units; and
4. The ratio of residential to nonresidential uses,

➥ must run in favor of the city or county and are enforceable in law by the city or county, without limitation on any powers of regulation of the city or county.

(Added to NRS by 1973, 570; A 1981, 136)

NRS 278A.400 Enforcement by residents.

1. All provisions of the plan shall run in favor of the residents of the planned unit residential development, but only to the extent expressly provided in the plan and in accordance with the terms of the plan and to that extent such provisions, whether recorded by plat, covenant, easement or otherwise, may be enforced at law or equity by the residents acting individually, jointly or through an organization designated in the plan to act on their behalf.

2. No provision of the plan exists in favor of residents on the planned unit residential development except as to those portions of the plan which have been finally approved and have been recorded.

(Added to NRS by 1973, 570) — (Substituted in revision for NRS 280A.370)

NRS 278A.410 Modification of plan by city or county. All provisions of the plan authorized to be enforced by the city or county may be modified, removed or released by the city or county, except grants or easements relating to the service or equipment of a public utility unless expressly consented to by the public utility, subject to the following conditions:

1. No such modification, removal or release of the provisions of the plan by the city or county may affect the rights of the residents of the planned unit residential development to maintain and enforce those provisions.

2. No modification, removal or release of the provisions of the plan by the city or county is permitted except upon a finding by the city or county, following a public hearing that it:

(a) Is consistent with the efficient development and preservation of the entire planned unit development;

(b) Does not adversely affect either the enjoyment of land abutting upon or across a street from the planned unit development or the public interest; and

(c) Is not granted solely to confer a private benefit upon any person.

(Added to NRS by 1973, 571; A 1981, 137)

NRS 278A.420 Modification by residents. Residents of the planned unit residential development may, to the extent and in the manner expressly authorized by the provisions of the plan, modify, remove or release their rights to enforce the provisions of the plan, but no such action may affect the right of the city or county to enforce the provisions of the plan.

(Added to NRS by 1973, 571; A 1981, 137)

PROCEDURES FOR AUTHORIZATION OF PLANNED DEVELOPMENT

General Provisions

NRS 278A.430 Applicability; purposes. In order to provide an expeditious method for processing a plan for a planned unit development under the terms of an ordinance enacted pursuant to the powers granted under this chapter, and to avoid the delay and uncertainty which would arise if it were necessary to secure approval by a multiplicity of local procedures of a plat or subdivision or resubdivision, as well as approval of a change in the zoning regulations otherwise applicable to the property, it is hereby declared to be in the public interest that all procedures with respect to the approval or disapproval of a planned unit development and its continuing administration must be consistent with the provisions set out in NRS 278A.440 to 278A.590, inclusive.

(Added to NRS by 1973, 571; A 1981, 137)

Proceedings for Tentative Approval

NRS 278A.440 Application to be filed by landowner. An application for tentative approval of the plan for a planned unit development must be filed by or on behalf of the landowner.

(Added to NRS by 1973, 571; A 1981, 137)

NRS 278A.450 Application: Form; filing fees; place of filing; tentative map.

1. The ordinance enacted pursuant to this chapter must designate the form of the application for tentative approval, the fee for filing the application and the official of the city or county with whom the application is to be filed.
2. The application for tentative approval may include a tentative map. If a tentative map is included, tentative approval may not be granted pursuant to NRS 278A.490 until the tentative map has been submitted for review and comment by the agencies specified in NRS 278.335.

(Added to NRS by 1973, 571; A 1981, 1317; 1987, 664)

NRS 278A.460 Planning, zoning and subdivisions determined by city or county. All planning, zoning and subdivision matters relating to the platting, use and development of the planned unit development and subsequent modifications of the regulations relating thereto to the extent modification is vested in the city or county, must be determined and established by the city or county.

(Added to NRS by 1973, 572; A 1981, 138)

NRS 278A.470 Application: Contents. The ordinance may require such information in the application as is reasonably necessary to disclose to the city or county:

1. The location and size of the site and the nature of the landowner's interest in the land proposed to be developed.
2. The density of land use to be allocated to parts of the site to be developed.
3. The location and size of any common open space and the form of organization proposed to own and maintain any common open space.
4. The use and the approximate height, bulk and location of buildings and other structures.
5. The ratio of residential to nonresidential use.
6. The feasibility of proposals for disposition of sanitary waste and storm water.
7. The substance of covenants, grants or easements or other restrictions proposed to be imposed upon the use of the land, buildings and structures, including proposed easements or grants for public utilities.
8. The provisions for parking of vehicles and the location and width of proposed streets and public ways.
9. The required modifications in the municipal land use regulations otherwise applicable to the subject property.

10. In the case of plans which call for development over a period of years, a schedule showing the proposed times within which applications for final approval of all sections of the planned unit development are intended to be filed.

(Added to NRS by 1973, 572; A 1977, 1523; 1981, 138)

NRS 278A.480 Public hearing: Notice; time limited for concluding hearing; extension of time.

1. After the filing of an application pursuant to NRS 278A.440 to 278A.470, inclusive, a public hearing on the application shall be held by the city or county, public notice of which shall be given in the manner prescribed by law for hearings on amendments to a zoning ordinance.

2. The city or county may continue the hearing from time to time and may refer the matter to the planning staff for a further report, but the public hearing or hearings shall be concluded within 60 days after the date of the first public hearing unless the landowner consents in writing to an extension of the time within which the hearings shall be concluded.

(Added to NRS by 1973, 572; A 1977, 1524) — (Substituted in revision for NRS 280A.460)

NRS 278A.490 Grant, denial or conditioning of tentative approval by minute order; specifications for final approval. The city or county shall, following the conclusion of the public hearing provided for in NRS 278A.480, by minute action:

1. Grant tentative approval of the plan as submitted;
2. Grant tentative approval subject to specified conditions not included in the plan as submitted; or
3. Deny tentative approval to the plan.

➥ If tentative approval is granted, with regard to the plan as submitted or with regard to the plan with conditions, the city or county shall, as part of its action, specify the drawings, specifications and form of performance bond that shall accompany an application for final approval.

(Added to NRS by 1973, 572; A 1977, 1524) — (Substituted in revision for NRS 280A.470)

NRS 278A.500 Minute order: Findings of fact required. The grant or denial of tentative approval by minute action must set forth the reasons for the grant, with or without conditions, or for the denial, and the minutes must set forth with particularity in what respects the plan would or would not be in the public interest, including but not limited to findings on the following:

1. In what respects the plan is or is not consistent with the statement of objectives of a planned unit development.

2. The extent to which the plan departs from zoning and subdivision regulations otherwise applicable to the property, including but not limited to density, bulk and use, and the reasons why these departures are or are not deemed to be in the public interest.

3. The ratio of residential to nonresidential use in the planned unit development.

4. The purpose, location and amount of the common open space in the planned unit development, the reliability of the proposals for maintenance and conservation of the common open space, and the adequacy or inadequacy of the amount and purpose of the common open space as related to the proposed density and type of residential development.

5. The physical design of the plan and the manner in which the design does or does not make adequate provision for public services, provide adequate control over vehicular traffic, and further the amenities of light and air, recreation and visual enjoyment.

6. The relationship, beneficial or adverse, of the proposed planned unit development to the neighborhood in which it is proposed to be established.

7. In the case of a plan which proposes development over a period of years, the sufficiency of the terms and conditions intended to protect the interests of the public, residents and owners of the planned unit development in the integrity of the plan.

(Added to NRS by 1973, 573; A 1981, 138)

NRS 278A.510 Minute order: Specification of time for filing application for final approval. Unless the time is specified in an agreement entered into pursuant to NRS 278.0201, if a plan is granted tentative approval, with or without conditions, the city or county shall set forth, in the minute action, the time within which an application for final approval of the plan must be filed or, in the case of a plan which provides for development over a period of years, the periods within which application for final approval of each part thereof must be filed.

(Added to NRS by 1973, 573; A 1985, 2116; 1987, 1305)

NRS 278A.520 Mailing of minute order to landowner; status of plan after tentative approval; revocation of tentative approval.

1. A copy of the minutes must be mailed to the landowner.

2. Tentative approval of a plan does not qualify a plat of the planned unit development for recording or authorize development or the issuance of any building permits. A plan which has been given tentative approval as submitted, or which has been given tentative approval with conditions which have been accepted by the landowner, may not be modified, revoked or otherwise impaired by action of the city or county pending an application for final approval, without the consent of the landowner. Impairment by action of the city or county is not stayed if an application for final approval has not been filed, or in the case of development over a period of years applications for approval of the several parts have not been filed, within the time specified in the minutes granting tentative approval.

3. The tentative approval must be revoked and the portion of the area included in the plan for which final approval has not been given is subject to local ordinances if:

(a) The landowner elects to abandon the plan or any part thereof, and so notifies the city or county in writing; or

(b) The landowner fails to file application for the final approval within the required time.

(Added to NRS by 1973, 574; A 1977, 1525; 1981, 139)

Proceedings for Final Approval

NRS 278A.530 Application for final approval; public hearing not required if substantial compliance with plan tentatively approved.

1. An application for final approval may be for all the land included in a plan or to the extent set forth in the tentative approval for a section thereof. The application must be made to the city or county within the time specified by the minutes granting tentative approval.

2. The application must include such maps, drawings, specifications, covenants, easements, conditions and form of performance bond as were set forth in the minutes at the time of the tentative approval and a final map if required by the provisions of NRS 278.010 to 278.630, inclusive.

3. A public hearing on an application for final approval of the plan, or any part thereof, is not required if the plan, or any part thereof, submitted for final approval is in substantial compliance with the plan which has been given tentative approval.

(Added to NRS by 1973, 574; A 1981, 1317; 1989, 934)

NRS 278A.540 What constitutes substantial compliance with plan tentatively approved. The plan submitted for final approval is in substantial compliance with the plan previously given tentative approval if any modification by the landowner of the plan as tentatively approved does not:

1. Vary the proposed gross residential density or intensity of use;
2. Vary the proposed ratio of residential to nonresidential use;
3. Involve a reduction of the area set aside for common open space or the substantial relocation of such area;
4. Substantially increase the floor area proposed for nonresidential use; or
5. Substantially increase the total ground areas covered by buildings or involve a substantial change in the height of buildings.

➥ A public hearing need not be held to consider modifications in the location and design of streets or facilities for water and for disposal of storm water and sanitary sewage.

(Added to NRS by 1973, 574; A 1977, 1525; 1981, 139)

NRS 278A.550 Plan not in substantial compliance: Alternative procedures; public hearing; final action.

1. If the plan, as submitted for final approval, is not in substantial compliance with the plan as given tentative approval, the city or county shall, within 30 days of the date of the filing of the application for final approval, notify the landowner in writing, setting forth the particular ways in which the plan is not in substantial compliance.

2. The landowner may:

(a) Treat such notification as a denial of final approval;

(b) Refile his or her plan in a form which is in substantial compliance with the plan as tentatively approved; or

(c) File a written request with the city or county that it hold a public hearing on his or her application for final approval.

➥ If the landowner elects the alternatives set out in paragraph (b) or (c) above, the landowner may refile his or her plan or file a request for a public hearing, as the case may be, on or before the last day of the time within which the

landowner was authorized by the minutes granting tentative approval to file for final approval, or 30 days from the date he or she receives notice of such refusal, whichever is the later.

3. Any such public hearing shall be held within 30 days after request for the hearing is made by the landowner, and notice thereof shall be given and hearings shall be conducted in the manner prescribed in NRS 278A.480.

4. Within 20 days after the conclusion of the hearing, the city or county shall, by minute action, either grant final approval to the plan or deny final approval to the plan. The grant or denial of final approval of the plan shall, in cases arising under this section, contain the matters required with respect to an application for tentative approval by NRS 278A.500.

(Added to NRS by 1973, 575) — (Substituted in revision for NRS 280A.540)

NRS 278A.560 Action brought upon failure of city or county to grant or deny final approval. If the city or county fails to act either by grant or denial of final approval of the plan within the time prescribed, the landowner may, after 30 days' written notice to the city or county, file a complaint in the district court in and for the appropriate county.

(Added to NRS by 1973, 576) — (Substituted in revision for NRS 280A.550)

NRS 278A.570 Certification and recordation of plan; effect of recordation; modification of approved plan; fees of county recorder.

1. A plan which has been given final approval by the city or county, must be certified without delay by the city or county and filed of record in the office of the appropriate county recorder before any development occurs in accordance with that plan. A county recorder shall not file for record any final plan unless it includes:

(a) A final map of the entire final plan or an identifiable phase of the final plan if required by the provisions of NRS 278.010 to 278.630, inclusive;

(b) The certifications required pursuant to NRS 116.2109; and

(c) The same certificates of approval as are required under NRS 278.377 or evidence that:

(1) The approvals were requested more than 30 days before the date on which the request for filing is made; and

(2) The agency has not refused its approval.

2. Except as otherwise provided in this subsection, after the plan is recorded, the zoning and subdivision regulations otherwise applicable to the land included in the plan cease to apply. If the development is completed in identifiable phases, then each phase can be recorded. The zoning and subdivision regulations cease to apply after the recordation of each phase to the extent necessary to allow development of that phase.

3. Pending completion of the planned unit development, or of the part that has been finally approved, no modification of the provisions of the plan, or any part finally approved, may be made, nor may it be impaired by any act of the city or county except with the consent of the landowner.

4. For the recording or filing of any final map, plat or plan, the county recorder shall collect a fee of $50 for the first sheet of the map, plat or plan plus $10 for each additional sheet. The fee must be deposited in the general fund of the county where it is collected.

(Added to NRS by 1973, 576; A 1975, 1425; 1977, 1525; 1981, 1318; 1989, 934; 1991, 48, 586; 2001, 3220)

NRS 278A.580 Rezoning and resubdivision required for further development upon abandonment of or failure to carry out approved plan. No further development may take place on the property included in the plan until the property is resubdivided and is reclassified by an enactment of an amendment to the zoning ordinance if:

1. The plan, or a section thereof, is given approval and, thereafter, the landowner abandons the plan or the section thereof as finally approved and gives written notification thereof to the city or county; or

2. The landowner fails to carry out the planned unit development within the specified period of time after the final approval has been granted.

(Added to NRS by 1973, 576; A 1977, 1526; 1981, 140)

Judicial Review

NRS 278A.590 Decisions subject to review; limitation on time for commencement of action or proceeding.

1. Any decision of the city or county under this chapter granting or denying tentative or final approval of the plan or authorizing or refusing to authorize a modification in a plan is a final administrative decision and is subject to judicial review in properly presented cases.

2. No action or proceeding may be commenced for the purpose of seeking judicial relief or review from or with respect to any final action, decision or order of any city, county or other governing body authorized by this chapter unless the action or proceeding is commenced within 25 days after the date of filing of notice of the final action, decision or order with the clerk or secretary of the governing body.

(Added to NRS by 1973, 576; A 1991, 49)

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FILED
NORTH COUNTY DIVISION
2015 MAR 16 PM 3:04
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO, NORTH COUNTY BRANCH

STUCK IN THE ROUGH, LLC, a California limited liability company, Petitioner/Plaintiff, v. CITY OF ESCONDIDO; CITY COUNCIL OF THE CITY OF ESCONDIDO; and DOES 1 through 100, inclusive, Respondents/Defendants.	Case No. 37-2013-00074375-CU-WM-NC Hon. Earl H. Maas III (Dept. N-28) [IMAGED FILE] Date: February 26, 2015 Time: 1:45 p.m. Dept.: N-28 Complaint Filed: November 6, 2013 Trial Date: None

NOTICE OF RULING AND NOTICE OF ENTRY OF ORDER AND WRIT OF MANDATE

NOTICE OF RULING AND NOTICE OF ENTRY OF ORDER AND WRIT OF MANDATE

TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

NOTICE IS HEREBY GIVEN that, on March 13, 2015, the Court issued and filed (1) its Order granting the petition for writ of mandate filed by petitioner/plaintiff Stuck in the Rough, LLC in this action; and (2) its Writ of Mandate directed to respondents City of Escondido and the City Council of the City of Escondido. A copy of the Order is attached hereto as Exhibit 1. A copy of the Writ of Mandate is attached hereto as Exhibit 2.

Dated: March 13, 2015

MANATT, PHELPS & PHILLIPS, LLP

By: _____
Edward G. Burg
Attorneys for Petitioner/Plaintiff
STUCK IN THE ROUGH, LLC

EXHIBIT

FILED
Clerk of the Superior Court
MAR 13 2015
BY Noreen McKinley, Deputy

Superior Court of the State of California
County of San Diego, North County Division

STUCK IN THE ROUGH, LLC; Petitioner/Plaintiff, v. CITY OF ESCONDIDO; CITY COUNCIL OF THE CITY OF ESCONDIDO; and DOES 1 through 100, inclusive; Respondents/Defendants.	CASE NO. 37-2013-00074375-CU-WM-NC ORDER

Petitioner Stuck in the Rough, LLC ("SITR") challenges the adoption of a general plan amendment ("GPA") by the City of Escondido ("City"). By stipulation and order filed September 10, 2014, the hearing on SITR's petition for writ of mandate came on for hearing on February 26, 2015. Edward G. Burg of Manatt, Phelps & Phillips appeared on behalf of SITR. Robert S. Bower of Rutan & Tucker and Jeffrey R. Epp, City Attorney, appeared on behalf of the City. Based on the Administrative Record lodged by the City on September 12, 2014, on all briefs filed by SITR and the City, and on the arguments of counsel at the hearing, and good cause appearing, the Court hereby

GRANTS the petition for writ of mandate on the grounds set forth below and ORDERS that the writ of mandate shall be issued in the form accompanying this Order.

Summary of the Facts

This action concerns 110 acres of property ("the Property") in northwestern Escondido on which for many years the Escondido Country Club was operated.

The City adopted a new General Plan on May 23, 2012. Pursuant to Government Code §65302(a), Figure II-1 of the Land Use Element of the City's 2012 General Plan designated the Property as "Urban I: Up to 5.5 du/acre." (AR9514) Figure II-6 of the Land Use Element provided that the "Urban I" land use category consists of single family homes. (AR9531) The Property had likewise been designated for single-family residential use in the City's previous general plan adopted in 1990 (AR5308, 5321, 5684) and in the City's first general plan adopted in 1971 (AR1951-1955, 3313-14, 3384-85, 4348- 4349). The Property has also been zoned for single-family residential use since the early 1960s, and continues to be zoned R-1-7 presently, as the City concedes in its brief. (City Opp. Brief, 11:12-13.)

The Escondido Country Club was developed on the Property pursuant to a Special Use Permit issued by the City on May 12, 1964. (AR917-920) As the name suggests, the Special Use Permit allowed, but did require, that the Property be used as a golf course. The 1964 Special Use Permit replaced an earlier Special Use Permit that had been issued by the City in 1963 by Planning Commission Resolution 389. (AR733-747 [Res 389]; AR878-879 [application by owner to rescind the 1963 Permit]; AR915 [1963 Permit rescinded and replaced

by 1964 Permit]). While the 1963 Permit had required the golf course to be permanently reserved for recreation and open space (and had required that the owners of adjacent residential lots would acquire an ownership interest in and an obligation to pay to maintain the golf course), the 1964 Permit contained no such restrictions on use and no such obligations on the adjacent homeowners.

SITR acquired the Property through foreclosure on December 6, 2012. (AR10647-10656) By that time, the Escondido Country Club was in serious financial distress, having lost 2/3 of its members and having overlooked basic maintenance and repairs; its prior owner was even sued by the City for failure to pay its water bills. (AR11101-11103, 10661-10699)

In early 2013, SITR announced its intention to close the golf course and redevelop the Property with single-family residences, consistent with the long-time general planning and zoning. SITR closed the golf course on April 1, 2013. (AR10700) Almost immediately, a group of neighbors formed an organization called ECCHO, which notified the City that the neighbors claimed property rights under Resolution 389, even though that Resolution had been rescinded in 1964. (AR10700-10701, 915) Certain neighbors filed a Notice of Intent to circulate an initiative petition on April 17, 2013. (AR1-5) Signatures were filed with the City on July 10, 2013. (AR11015) Rather than putting the initiative to a vote, the City Council, acting pursuant to Elections Code §9215(a), adopted the initiative as Ordinance No. 2013-10 ("the Ordinance") on August 14, 2013. (AR6-13) The title of the Ordinance states that it is "An Ordinance of the City of Escondido, California, Adopting a Proposed

Initiative Measure Amending the Escondido General Plan to Preserve the Escondido Country Club and Golf Course as an Ordinance of the City Pursuant to California Elections Code Section 9215." (AR6)

The Ordinance quotes and refers to Resolution 389 in various provisions of Section 1, "Findings and Declaration of Purpose." The Ordinance provides that its purpose is "assuring that the green space and recreation facilities provided by the Escondido Country Club golf course are preserved and maintained for the betterment of the community." (Section 1H, at AR8) Toward that end, the Ordinance amends the General Plan "to designate that property commonly referred to as the Escondido Country Club and golf course . . . as Open Space-Park (OS-P), which designation shall permit the improvement, operation and maintenance of a golf course, club house and recreational facilities, along with uses appurtenant thereto." (Section 2A, at AR9) The Ordinance applies only to SITR's Property, and to no other property in the City. (AR13 [list of parcel numbers attached to Ordinance]; *cf.* AR10647 [trustee's deed to SITR, listing the same parcel numbers]).

Section 2B of the Ordinance makes the following additional changes to the City's General Plan:

1. In Figure II-6 of the Land Use Element, under the column headed "Required Standards" in the row under the "Parks and Open Space" heading, the language before the GPA read: "Parks and open space design details shall be provided during application processing. Zoning: Open Space-Park (OS-P)." (AR9540) The Ordinance amended this language to read: "Parks and open space design details shall be provided during application processing. Zoning: Open Space-Public

(OS-P) and Open Space-Private (OS)." (AR10)

2. In Figure II-6 of the Land Use Element, under the column headed "General Description of Uses" in the row under the "Parks and Open Space" heading, the language before the GPA read: "Accommodates land for public recreational activity and habitat preservation. Permitted uses include active and passive parks as well as land to protect, maintain, and enhance the community's natural resources and include detention basins and creek corridors." (AR9540) The Ordinance amended this language to read: "Accommodates land for public and large private recreational activities and habitat preservation. Permitted public uses include active and passive parks as well as land to protect, maintain, and enhance the community's natural resources and include detention basins and creek corridors. Permitted private uses include, but are not limited to, golf courses, tennis court and related appurtenant active recreational use facilities." (AR9-10)

3. In Figure II-6 of the Land Use Element, under the column headed "Recommended Urban Form Characteristics" in the row under the "Parks and Open Space" heading, the language in the first bullet point before the GPA read: "Buildings with public parks designed to promote pedestrian interest through architectural articulation, attractive landscaping, and similar techniques." (AR9540) The Ordinance amended this language to read: "Buildings designed to promote pedestrian interest through architectural articulation, attractive landscaping, and similar techniques." (AR10)

4. In Figure II-32 of the Land Use Element, in the "Open Space/Parks" row the zoning category before the GPA read: "Public

(P)." (AR9607) The Ordinance amended this language to read "Open Space-Public (OS-P) and Open Space-Private (OS)." (AR10)

5. In the Land Use Element, the language of Open Space Policy 12.1 before the GPA read: "Establish the Open Space/Park land use designation to identify city and county properties reserved for active and passive parks, habitat preservation, and public safety purposes as described in Figure II-6." (AR9623) The Ordinance amended this language to read: "Establish the Open Space/Park designation to identify city and county properties reserved for active and passive parks, habitat preservation, and public safety purposes, and to identify certain private properties reserved for active recreational uses as described in Figure II-6." (AR10)

The Ordinance made no changes to the Parks Element (Chapter V of the City's General Plan [AR9804-9831]) or to the Open Space Element (Chapter VII of the City's General Plan [AR9870-9899]).

SITR's Petition and Complaint

SITR filed its combined petition for writ of mandate and complaint for damages in this action on November 6, 2013. The operative pleading is SITR's first amended petition for writ of mandate and complaint for damages, filed on December 2, 2013. The Third Cause of Action seeks a writ of mandate to invalidate the Ordinance. On November 14, 2014, the Court granted in part the City's motion for judgment on the pleadings. The motion was granted as Causes of Action 1, 2, and 4, as conceded by SITR, and denied as causes of action 5-9. This Order resolves SITR's Third Cause of Action; the latter causes of action remain to be resolved.

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Applicable Legal Standards

Every city is required by Government Code §65300 to adopt a "comprehensive, long-term general plan for the physical development" of the city. A general plan consists of a statement of development policies. (Government Code §65302.) Under Government Code §65300.5, "the Legislature intends that the general plan and elements and parts thereof comprise an integrated, internally consistent and compatible statement of policies for the adopting agency." A general plan that "displays substantial contradictions and inconsistencies cannot serve as an effective plan" and violates the statutory requirement. *Concerned Citizens of Calaveras County v. Board of Supervisors*, 166 Cal.App.3d 90, 97 (1985).

An action to challenge a general plan must be brought as a petition for writ of mandate under Code Civ. Proc. §1085. (Government Code §65751.) The inquiry is "whether the decision is arbitrary, capricious, entirely lacking in evidentiary support, unlawful, or procedurally unfair." *Endangered Habitats League, Inc. v. County of Orange*, 131 Cal.App.4th 777, 782 (2005). SITR bears the burden to demonstrate that the general plan, as amended, is inadequate. The Court does not review the merits of the City's general plan and defers to the City's policy decisions reflected in the plan. *Buena Vista Gardens Apartments Association v. City of San Diego Planning Department*, 175 Cal.App.3d 289, 298 (1985). However, as the Supreme Court has noted, "judicial deference is not judicial abdication." *Associated Home Builders of the Greater Eastbay, Inc. v. City of Livermore*, 18 Cal.3d 582, 609 (1976).

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The issue is whether the City's General Plan, as amended by the GPA, "substantially complies" with Article 5 (Government Code §§65300 *et seq.*) of the Planning and Zoning Law. (Government Code §65751; *Twain Harte Homeowners Ass'n, Inc. v. County of Tuolumne*, 138 Cal.App.3d 644, 674 [1982].) "Substantial compliance" means "actual compliance with respect to the substance essential to every reasonable objective of the statute, as distinguished from simple technical imperfections of form." *Hoffmaster v. City of San Diego*, 55 Cal.App.4th 1098, 1105-1106 (1997). General plan amendments adopted by initiative must comply with the same standard. *DeVita v. County of Napa*, 9 Cal.4th 763, 796 n. 12 (1995).

Building Intensity Standards

Petitioner asserts the Initiative does not comply with Government Code section 65302(a) because it created a new General Plan land use designation—"Open Space-Park"—but did not include building intensity standards for that use. This claim fails for three reasons.

First, the Initiative did not create a new land use designation. The General Plan designation remains "Parks and Open Space." The Initiative simply provided that *zoning* under that designation would change from "Open Space-Park (OS-P)" to "Open Space-Public (OS-P)" and "Open Space-Private (OS)." (*Compare* AR 9540 with AR 4.)

Second, Petitioner failed to show the required nexus between the Initiative and building intensity standards for open space uses. (*Garat*, 2 Cal.App.4th at 289-290 [only those portions of the general plan which are impacted by the amendment can properly be challenged-

i.e., there must be a nexus of relevancy between the amendment and those portions of general plan being amended].) The Initiative amended the Site's land use designation from "Urban I" to "Open Space-Park." It did not change the building intensity standards for the "Parks and Open Space" area covered in the General Plan, which includes the Site. Building intensity standards are included in Figure II-6, and the building intensity standards for "Parks and Open Space" are the same both pre-Initiative and post-Initiative: "Parks and open space design details shall be provided during application processing." (AR 9540.)

Petitioner claims it had no standing to challenge the "Parks and Open Space" building intensity standards when they were first adopted because they applied exclusively to public open space. The Court agrees that a challenge prior to Respondent's adoption of the GPA would have been meaningless.

However, the Court finds the building intensity standards set forth in the General Plan for parks and open space uses are generally adequate. Typically, there is little building construction in open space zones. The uses that are permitted require formal approval prior to development. (Escondido Municipal Code §§ 33-40 - 33-44.) As the General Plan provides, design details in these circumstances are to be provided during the application process. In this respect, "[t]he General Plan establishes the policy framework, while the zoning ordinance, building codes, and subdivision regulations prescribe standards, rules, and procedures for development." (AR 9932.) The General Plan also requires under Open Space Policy 12.2 that any proposed changes in areas designated "open space" must

conform in type and intensity with surrounding land uses. (AR 9623) These procedures substantially comply with Government Code section 65302(a). (*See San Francisco Tomorrow v. City and County of San Francisco* (2014) 229 Cal.App.4th 498, 511-512, [challenge to general plan based on lack of building intensity standards rejected where building intensity was regulated through Special Use District zoning on land]).

Internal Inconsistencies In The Land Use Element

Petitioner alleges the Initiative resulted in four internal inconsistencies within the General Plan's Land Use Element.

(i) Figures II-1 and II-9

Petitioner first points to Figures II-1 and II-9, which show the Site as "Urban I," whereas the Initiative changed the designation of the Site to "Open Space-Park." The Court finds there is no inconsistency because the Figures can be updated, and the City's procedures allow up to 24 months for implementing legislation to occur. The City was reluctant to formally undertake the changes mandated by the Initiative while this lawsuit and a subsequent initiative campaign by Petitioner relating to the Site, were pending. Moreover, Petitioner's remedy is to require the City to make those updates, rather than to invalidate the Initiative.

(ii) Residential Clustering Policy 5.7

Petitioner claims the Initiative is inconsistent with Residential Clustering Policy 5.7, which states "[l] lands devoted to permanent open space should not be developed with structural usage other than agricultural accessory buildings." The Court finds there is no inconsistency.

Policy 5.7 does not set forth a mandate or prohibition; rather, it states what "should" be done. The City is free to balance this policy against other policies in the General Plan without causing inconsistency. In any event, Policy 5.7 is inapplicable because it applies only within "planning development" zones and "specific plan" areas. (AR 9613 [Policy 5.8]) The Site is not in either of those zones.

(iii) Smart Growth Principles

Petitioner claims the Initiative is inconsistent with the General Plan's Smart Growth Principles because it eliminates single family development in outlying areas where the General Plan requires the City to preserve and enhance single family development patterns in established neighborhoods. However, there is no suggestion the City ever contemplated accommodating residential development on the Site different than its historical use as a golf course and country club. The Site is not shown in the City's Housing Element inventory as available for residential usage.

Preserving single family development patterns in established neighborhoods could well include preserving the Site as it has been for the past half century. The City has pointed out the Initiative promotes other General Plan Policies such as preserving recreational amenities and maintaining neighborhoods as livable and aesthetically pleasing. The legislative process at the City is the more appropriate forum for resolving these issues.

(iv) General Plan Amendment Policy 17.5

Petitioner claims the Initiative is inconsistence with General Plan Amendment Policy 17.5, which states applicants for General Plan

amendments shall provide substantial documentation that certain specified factors or changes have made the original General Plan designation inappropriate. This claim fails because documentation requirements do not apply in the Initiative context, as they would unduly burden the people's right to legislate by initiative. (*Associated Home Builders of Greater East Bay, Inc. v. City of Livermore* (1976) 18 Cal.3d 582, 596 [procedural requirements that apply to land use decisions of a City Council do not apply to voter-sponsored initiatives because they interfere with the right to initiative]).

Even if Policy 17.5 applied, its requirements have been met. The Initiative includes a variety of reasons justifying why it should be adopted. To the extent documentation is required, those reasons satisfy Policy 17.5.

Land Use Element Inconsistency With The Parks Element

(i) Figures V-3 and V-6 of the Parks Element

Petitioner claims the Initiative created an inconsistency between the Land Use Element and the Parks Element (actually entitled the "Community Health and Services Element" in the General Plan). It is true that although the Land Use Element designates the Site as "Open Space-Park," Figures V-3 and V-6 of the Parks Element do not show the Site as a park or recreational facility or as being on the roster of the City's Park/Open Space Areas. That does not require invalidation of the Initiative on the basis of inconsistency because the cited Figures concern *publically-owned* open space properties and parks for purposes of calculating the residents' "quality of life"

under park system standards and City-wide parkland/open space standards. It does not appear privately-owned open space properties throughout the City should be included.

In any event, the proper remedy would be to mandate the amendment of the Figures to include the Site, not to invalidate the Initiative.

(ii) Parks and Recreation Policy 2.10

Petitioner claims the Initiative is inconsistent with Parks and Recreation Policy 2.10, which states new parks should be provided in less affluent areas, such as in the urban core. Policy 2.10 is not a mandate; it is an expression of preference, and is intended for guidance in the legislative planning process. It is not a subject for judicial inquiry.

(iii) Regional Parks

Petitioner claims the Initiative is inconsistent with the "parks classifications" of the Parks Element, which provide that parks over 75 acres should be developed as "regional parks," and regional parks should (i) provide a wide variety of activities, and (ii) be located next to public schools. The Site is 110 acres, but its use will not meet either of those "requirements."

These guidelines are inapplicable because they concern public parks, not private open space such as the Site.

Even if the guidelines were applicable to the Site, the ultimate uses of the Site are not yet known, and any determination as to whether a wide variety of activities would be provided on the Site would be based on pure speculation. As reflected in the operative provisions of the Initiative, the Site could be used for public and

large private recreational activities and habitat preservation, and permitted "private uses include, *but are not limited to*, golf courses, tennis courts, and related appurtenant active recreational use facilities." (AR 3-4) The Initiative leaves it to the City, after appropriate public hearings, to establish the uses that will be allowed on the Site. (AR 4) Because the City has not yet rezoned the Site, it is unknown what those uses would have been.

Finally, the Parks Element, itself, states the classifications "are intended *to guide* decision makers in the placement and development of parks in the community." (AR 9809) The classifications are not mandates, but guidelines, which set forth "typical features" associated with various parks. (AR 9811) The City is allowed to balance such policies without judicial interference.

(iv) Parks and Recreation Policy 2.26

Petitioner claims the Initiative is inconsistent with Parks and Recreation Policy 2.26, which requires the City to "[c]onsider alternative uses of public and private golf courses." The claim is unpersuasive. First, the Policy is inapplicable in the Initiative context in that it would burden the right to exercise the Initiative power.

Moreover, the Policy appears to dictate only that the City should be looking at the feasibility of providing public and private golf courses as part of any new private project.

The Policy requires "consideration" of alternatives; it does not mandate implementation of such alternatives. Thus, even if the policy applied as Petitioner suggests, the Initiative was not

inconsistent with a mandatory, fundamental, and specific General Plan policy.

(v) Private Parks

Finally, Petitioner claims the Initiative is inconsistent with the Parks Element because whereas the Land Use Element recognizes private parks, the Parks Element does not. This argument is inaccurate. Although the City's Parks Element is intended to primarily address public parkland so as to provide the public with park and recreational facilities that meet certain "quality of life" thresholds (AR 9807, 9810), Parks and Recreation Policy 2.25 specifically recognizes private parks. (AR 9825 ["Require park or recreation facilities constructed as part of a private development and intended solely for use by its residents to be considered *a private park.*"]).

Moreover, the Initiative expressly amended Open Space Land Use Policy 12.1 to read: "Establish the Open Space/Park land use designation to identify city and county properties reserved for active and passive parks, habitat preservation, and public safety purposes and *to identify certain private properties reserved for active recreational uses* as described in Figure II-6. (AR 10, 9623)

The provision of a private open space/park land use in the Land Use Element does not impede or frustrate the Parks Element, and is not otherwise inconsistent with a fundamental, mandatory, and specific mandate or prohibition in the General Plan. Thus, no inconsistency is shown.

Land Use Element Inconsistency With The Open Space Element

(i) Figure VII-2

Petitioner next asserts the Initiative is inconsistent with the Open Space Element because the Initiative changed the Site's land use designation to "Open Space-Park," but Figure VII-2 of the Open Space Element lists the Site as "urban/developed." There is no inconsistency simply because the Figure has not yet been updated. As stated, the General Plan allows the City a reasonable time to establish consistency after an amendment, and the appropriate remedy would be to require the City to make the update, rather than to invalidate the Initiative as inconsistent with the General Plan.

(ii) Public Land and Resource Conservation Overlays

Petitioner also asserts the Initiative is inconsistent with the Open Space Element because the Open Space Element mandates that open space land include only public land that is deemed worthy of protection under certain Resource Conservation Overlays. The Court finds no inconsistency.

Government Code section 65302(e) provides that agencies must include an Open Space Element within their general plans as provided in sections 65560 *et seq.* Section 65560, in turn, defines open space land as any parcel or area of land that is devoted to certain open space uses, including outdoor recreation. Nothing in these statutes limit open space land to *publicly-owned* land. Nor does the City's Open Space Element *mandate* that any land designated in the Land Use Element as open space be publicly-owned or fall within any of the Resource Conservation Overlays, which are intended to guide the establishment of a comprehensive public open space system. (AR 9872)

The Open Space Element expressly recognizes that private lands can serve the purpose of conserving important open space features.

(AR 9878 ["While many of the surrounding areas are privately owned there are opportunities to conserve important features while still allowing property owners the ability to responsibly develop their land."]). Moreover, the Initiative amended the General Plan to expressly provide that the City's Open Space land use designation *identify certain private properties reserved for active recreational uses* as described in Figure II-6. (AR 10, 9623)

The Resource Conservation Overlays guide the City's choices with regard to publicly owned open space, and have nothing to do with privately-owned land that has been developed, and which provides open space benefits to the community. It is not a conflict with open space policies to designate land as open space when such land has already been developed with active recreational uses. Thus, no inconsistency has been shown.

Land Use Element Inconsistency With The Economic Prosperity Element

Petitioner asserts the Initiative is inconsistent with the Economic Prosperity Element because one goal of that Element is to have viable tourist, recreation, and arts/cultural-based businesses (AR 9922), and Golf Course uses are not viable. The Court finds this argument unpersuasive because this is a policy statement, not a mandate or a basis to invalidate the Initiative as inconsistent with the General Plan.

Moreover, the Initiative does not require that Petitioner continue to operate the Site as a Golf Course. The operative provisions of the Initiative provide that the Site may be used for

public and large private recreational activities and habitat preservation, and permitted "private uses include, *but are not limited to*, golf courses, tennis courts, and related appurtenant active recreational use facilities." (AR 3-4) The Initiative leaves it up to the City, after appropriate public hearings, to establish the uses that would be allowed on the Site. (AR 4)

The GPA Unfairly Discriminates Against SITR's Property

As the Supreme Court has instructed, an initiative ordinance "cannot unfairly discriminate against a particular parcel of property." *Building Industry Association of Southern California* v. *City of Camarillo*, 41 Cal.3d 810, 824 (1986). The hallmark of such unfair discrimination is when the legislative processes of planning or zoning are used as a mechanism to defeat a project that complies with the existing municipal vision by the artifice of changing the vision. *G&D Holland Construction Co.* v. *City of Marysville*, 12 Cal.App.3d 989 (1970) (city rezoned property from R-4 to R-3 when neighbors objected to proposal that complied with the R-4 zoning); *Arnel Development Co.* v. *City of Costa Mesa*, 126 Cal.App.3d 330 (1981) (Fourth District, Division 3, invalidating voter initiative that rezoned property from medium density residential to single family residential to defeat project).

In *Arnel*, the City Council had adopted a specific plan in November 1976 that rezoned the bulk of *Arnel's* property to Planned Development-Medium Density Residential. Sixteen months later, the voters adopted an initiative that rezoned *Arnel's* property, and two adjacent properties, to R-1, Single Family Residential. "The initiative ordinance was adopted 16 months later without evidence of

any significant change in conditions or circumstances and for the sole and specific purpose of defeating the *Arnel* development." *Arnel*, 126 Cal.App.3d at 335. The trial court upheld the initiative, but the Court of Appeal reversed. The voters could no more unfairly discriminate against the *Arnel* property than could the city council: "[H]ad the city council later attempted, without any significant change in circumstances and without considering appropriate planning criteria, to rezone the property for the sole purpose of defeating the development, the subsequent rezoning ordinance would undoubtedly be held invalid as arbitrary and discriminatory." *Arnel*, 126 Cal.App.3d at 337.

Here, the Ordinance likewise unfairly discriminates against SITR's Property. It was adopted just 15 months after the City adopted its General Plan on May 23, 2012, designating SITR's Property for single-family residential development as "Urban I: Up to 5.5 du/acre." (AR9514) The record shows that the process of adopting the General Plan was thorough and meticulous; it took the City over 3 1/2 years, with 58 public outreach meetings, committee meetings, public hearings and public workshops. (AR10512-10514; AR6628-6653 [December 17, 2008 workshop re updating the general plan]) The City prepared and approved an environmental impact report for the general plan update that was over 2,000 pages long. (AR7223-9397, 10265-10267)

The Ordinance undid the Urban I land use designation that the 2012 General Plan had applied to SITR's Property just 15 months earlier. The Ordinance on its face applies only to SITR's Property, and to no other properties in the City. The Ordinance recites that

the owner was proposing to replace the golf course with a housing project. (Section 1E, at AR7) And SITR did submit its application and project plans to the City before the Ordinance was adopted. (AR11130, 11142-11151) Clearly, the purpose of the Ordinance was to defeat any housing project for the golf course, by amending the general plan to designate SITR's Property as "Open Space-Park." The Ordinance unfairly discriminates against SITR's Property, and is therefore invalid.

SITR seeks a writ of mandate invalidating the Ordinance on numerous grounds. Most are rejected by this Court. However, Invalidation of the Ordinance is the proper remedy for SITR's claims that the Ordinance unfairly discriminates against SITR's Property. See *Arnel*, 126 Cal.App.3d at 340.

Therefore, this Court grants the requested Writ of Mandate and orders that Respondent vacate and set aside your actions approving and adopting Ordinance No. 2013-10.

Respondent shall take no actions in furtherance of Ordinance No. 2013-10 and to cease enforcing Ordinance No. 2013-10.

DATED: 3-13-15

EARL H. MAAS, III
JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

North County
325 S. Melrose
Vista, CA 92081

SHORT TITLE: Stuck in the Rough LLC vs. City of Escondido [IMAGED]

CLERK'S CERTIFICATE OF SERVICE BY e-mail MAIL	CASE NUMBER: 37-2013-00074375-CU-WM-NC

I certify that I am not a party to this cause. I certify that a true copy of the COURT'S ORDER AND WRIT OF MANDATE was e-mailed ~~following standard court practices, in a sealed envelope with postage fully prepaid,~~ addressed as indicated below. The e-mailing and this certification occurred at Vista, California, on 03/13/2015.

Clerk of the Court, by: N. McKinley N. McKinley, Deputy

EDWARD G BURG
MANATT PHELPS & PHILLIPS LLP
11355 W OLYMPIC BOULEVARD
LOS ANGELES, CA 90064
eburg@manatt.com

JEFFREY R EPP
CITY ATTORNEY - CITY OF ESCONDIDO
201 NORTH BROADWAY
ESCONDIDO, CA 92025
Jepp@escondido.org

Robert Bower
rbower@rutan.com

☐ Additional names and address attached.

EXHIBIT 2

FILED
Clerk of the Superior Court
MAR 13 2015
BY Noreen McKinley, Deputy

Superior Court of the State of California
County of San Diego, North County Division

STUCK IN THE ROUGH, LLC; Petitioners/Plaintiffs, v. CITY OF ESCONDIDO; CITY COUNCIL OF THE CITY OF ESCONDIDO; and DOES 1 THROUGH 100, INCLUSIVE. Respondents/Defendants.	CASE NO. 37-2013-00074375-CU-WM-NC WRIT OF MANDATE

TO RESPONDENTS CITY OF ESCONDIDO AND THE CITY COUNCIL OF THE CITY OF ESCONDIDO:

Pursuant to the Order Granting Writ of Mandate in this action determining that City of Escondido Ordinance No. 2013-10, adopted by the City Council on August 14, 2013, is invalid, YOU ARE HEREBY ORDERED to vacate and set aside your actions approving and adopting Ordinance No. 2013-10.

YOU ARE FURTHER HEREBY ORDERED to take no actions in furtherance of Ordinance No. 2013-10 and to cease enforcing Ordinance No. 2013-10.

YOU ARE FURTHER HEREBY ORDERED to file a return to this writ within 30 days of the date it is served on you setting forth what you have done to comply with this writ.

Dated: 3/13, 2015

CLERK OF THE COURT

NOREEN B. MCKINLEY

PROOF OF SERVICE

I, Soran Kim, declare as follows:

I am employed in Los Angeles County, Los Angeles, California. I am over the age of eighteen years and not a party to this action. My business address is MANATT, PHELPS & PHILLIPS, LLP, 11355 West Olympic Boulevard, Los Angeles, California 90064-1614. On March 13, 2015, I served the within:

NOTICE OF RULING AND NOTICE OF ENTRY OF ORDER AND WRIT OF MANDATE

on the interested parties in this action addressed as follows:

Robert S. Bower, Esq.
John A. Ramirez, Esq.
Douglas J. Dennington, Esq.
RUTAN & TUCKER, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626-1931
Telephone: (714) 641-5100
Facsimile: (714) 546-9035
Attorneys for Respondents/Defendants City of Escondido, City Council of the City of Escondido

☒ (BY OVERNIGHT MAIL) By placing such document(s) in a sealed envelope, for collection and overnight mailing at Manatt, Phelps & Phillips, LLP, Los Angeles, California following ordinary business practice. I am readily familiar with the practice at Manatt, Phelps & Phillips, LLP for collection and processing of overnight service mailing, said practice being that in the ordinary course of business, correspondence is deposited with the overnight messenger service, Federal Express, for delivery as addressed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on March 13, 2015, at Los Angeles, California.

Soran Kim

314227379.1

NRS 278A.080 Exercise of powers by city or county. The powers granted under the provisions of this chapter may be exercised by any city or county which enacts an ordinance conforming to the provisions of this chapter.

(Added to NRS by 1973, 566; A 1977, 1518) — (Substituted in revision for NRS 280A.080)

NRS 116.1201 Applicability; regulations.

4. The provisions of chapters 117 and 278A of NRS do not apply to common-interest communities.

NRS 116.1201 Applicability; regulations.

4. The provisions of chapters 117 and 278A of NRS do not apply to common-interest communities.

WHEN RECORDED, MAIL TO:

Larry Miller
Peccole Nevada Corporation
851 South Rampart, Suite 220
Las Vegas, Nevada 89145

AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR QUEENSRIDGE

AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
QUEENSRIDGE

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Master Declaration") is made effective as of October 1, 2000 by Nevada Legacy 14, LLC, a Nevada limited liability company, ("Declarant"), with reference to the following Recitals and is as follows:

RECITALS:

A. Declarant is the master developer of certain real property in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in **Exhibit "A"** attached hereto and incorporated herein. Declarant and Persons affiliated with Declarant, are the owners of additional land more particularly described in **Exhibit "B"** attached hereto ("Annexable Property"). The Annexable Property, or portions thereof, may be or has been made subject to ("annexed to") the provisions of this Master Declaration by the Recordation of a Declaration of Annexation pursuant to the provisions of Section 2.3, below. Reference to "Property" herein shall mean and include both of the real property described in **Exhibit "A"** hereto and that portion of the Annexable Property which may be annexed from time to time in accordance with Section 2.3, below. In no event shall the term "Property" include any portion of the Annexable Property for which a Declaration of Annexation has not been Recorded or which has been deannexed by the recordation of a Declaration of Deannexation pursuant to the provisions of Section 2.4, below.

B. Declarant intends, without obligation, to develop the Property and the Annexable Property in one or more phases as a planned mixed-use common interest community pursuant to Chapter 116 of the Nevada Revised Statutes ("NRS"), which shall contain "non-residential" areas and "residential" areas, which may, but is not required to, include "planned communities" and "condominiums," as such quoted terms are used and defined in NRS Chapter 116. The Property may, but is not required to, include single-family residential subdivisions, attached multi-family dwellings, condominiums, hotels, time share developments, shopping centers, commercial and office developments, a golf course, parks, recreational areas, open spaces, walkways, paths, roadways, drives and related facilities, and any other uses now or hereafter permitted by the Land Use Ordinances which are applicable to the Property. The Maximum Number of Units (defined in Section 1.57, herein) which Declarant reserves the right to create within the Property and the Annexable Property is three thousand (3,000). The existing 27-hole golf course commonly known as the "Badlands Golf Course" is not a part of the Property or the Annexable Property.

C. The Property is subject to that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge recorded on May 30, 1996, in the

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MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR QUEENSRIDGE

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Master Declaration") is made as of May 10, 1996, by Nevada Legacy 14, LLC, a Nevada limited liability company, ("Declarant"), with reference to the following Recitals and is as follows:

RECITALS:

A. Declarant is the owner of certain real property in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in **Exhibit "A"** attached hereto and incorporated herein. Declarant and Persons affiliated with Declarant, are the owners of additional land more particularly described in **Exhibit "B"** attached hereto ("Annexable Property"). The Annexable Property, or portions thereof, may be made subject to ("annexed to") the provisions of this Master Declaration by the Recordation of a Declaration of Annexation pursuant to the provisions of Section 2.3, below. Reference to "Property" herein shall mean and include both of the real property described in **Exhibit "A"** hereto and that portion of the Annexable Property which may be annexed from time to time in accordance with Section 2.3, below. In no event shall the term "Property" include any portion of the Annexable Property for which a Declaration of Annexation has not been Recorded or which has been deannexed by the recordation of a Declaration of Deannexation pursuant to the provisions of Section 2.4, below.

B. Declarant intends, without obligation, to develop the Property and the Annexable Property in one or more phases as a planned mixed-use common interest community pursuant to Chapter 116 of the Nevada Revised Statutes ("NRS"), which shall contain "non-residential" areas and "residential" areas, which may, but is not required to, include "planned communities" and "condominiums," as such quoted terms are used and defined in NRS Chapter 116. The Property may, but is not required to, include single-family residential subdivisions, attached multi-family dwellings, condominiums, hotels, time share developments, shopping centers, commercial and office developments, a golf course, parks, recreational areas, open spaces, walkways, paths, roadways, drives and related facilities, and any other uses now or hereafter permitted by the Land Use Ordinances which are applicable to the Property. The Maximum Number of Units (defined in Section 1.57, herein) which Declarant reserves the right to create within the

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Property and the Annexable Property is three thousand (3,000). The existing 18-hole golf course commonly known as the "Badlands Golf Course" is not a part of the Property or the Annexable Property.

C. The name of the common interest community created by this Master Declaration is Queensridge. This Master Declaration is intended to create equitable servitudes and covenants appurtenant to and for the benefit of all of the Property, and the owners and residents thereof, and to provide for the formation of a master association (the "Association") to administer and enforce the provisions of this Master Declaration as set forth herein and in the Articles and the Bylaws.

D. Declarant may, in Declarant's sole discretion, execute, acknowledge and Record, as to all or any portion of the Annexable Property, a Declaration of Annexation. The Declaration of Annexation may include, or Declarant may Record as a separate declaration, a Supplemental Declaration (as hereinafter defined) which imposes further covenants, conditions, restrictions and equitable servitudes for the operation, protection and maintenance of the Annexed Property, taking into account the unique aspects of such Annexed Property, which are not in conflict with this Master Declaration. Such Supplemental Declaration may, but need not, provide for a Project Association to govern one or more Projects of the same Project Type within the Annexed Property, with rights and powers reasonably necessary therefor, including, without limitation, the right of the Project Association to assess its members.

E. As part of the various phases of development of the Property, Declarant intends, without obligation, to dedicate or transfer portions of the Property to public entities and utility companies for purposes such as streets, roadways, drainage, flood control, water storage, utility service and such other purposes which may enhance the Property as a whole or which are required pursuant to any Land Use Ordinance or other applicable law.

DECLARATION:

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, transferred, leased, used, occupied and improved subject to the easements, restrictions, covenants, conditions and equitable servitudes contained in this Master Declaration, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement, sale, lease, care, use and management of the Property, or any portion thereof. The

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CLERK OF THE COURT

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James J. Jimmerson, Esq.
Nevada State Bar No. 00264
Email: ks@jimmersonlawfirm.com
JIMMERSON LAW FIRM, P.C.
415 South 6th Street, Suite 100
Las Vegas, Nevada 89101
Telephone: (702) 388-7171
Facsimile: (702) 380-6422
Attorneys for Defendants Fore Stars, Ltd., 180 Land Co., LLC., Seventy Acres, LLC; Yohan Lowie, Vickie DeHart and Frank Pankratz

DISTRICT COURT
CLARK COUNTY, NEVADA

ROBERT N. PECCOLE and NANCY A. PECCOLE, individuals, and Trustees of the ROBERT N. and NANCY A. PECCOLE FAMILY TRUST,

Plaintiffs,

vs.

PECCOLE NEVADA, CORPORATION, a Nevada Corporation; WILLIAM PECCOLE 1982 TRUST; WILLIAM PETER and WANDA PECCOLE FAMILY LIMITED PARTNERSHIP, a Nevada Limited Partnership; WILLIAM PECCOLE and WANDA PECCOLE 1971 TRUST; LISA P. MILLER 1976 TRUST; LAURETTA P. BAYNE 1976 TRUST; LEANN P. GOORJIAN 1976 TRUST; WILLIAM PECCOLE and WANDA PECCOLE 1991 TRUST; FORE STARS, LTD., a Nevada Limited Liability Company; 180 Land Co., LLC, a Nevada Limited Liability Company; SEVENTY ACRES, LLC., a Nevada Limited Liability Company; EHB COMPANIES, LLC, a Nevada Limited Liability Company; THE CITY OF LAS VEGAS; LARRY MILLER, an individual; LISA MILLER, an individual; BRUCE BAYNE, an individual; LAURETTA P. BAYNE, an individual; YOHAN LOWIE, an individual; VICKIE DEHART, an individual; FRANK PANKRATZ, an individual,

Defendants.

CASE NO. A-16-739654-C

DEPT. NO: VIII

NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, FINAL ORDER AND JUDGMENT

Date: January 10, 2017
Courtroom 11B

THE JIMMERSON LAW FIRM, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 - Facsimile (702) 387-1167

PLEASE TAKE NOTICE that Findings of Fact, Conclusions of Law, Final Order and Judgment was entered in the above-entitled action on the 31st day of January, 2017, a copy of which is attached hereto.

Dated: January 31st, 2017.

THE JIMMERSON LAW FIRM, P.C.

By: [signature] 8337 for
James J. Jimmerson, Esq.
Nevada State Bar No. 000264
415 South 6th Street, Suite 100
Las Vegas, Nevada 89101
Attorneys for Defendants Fore Stars, Ltd., 180 Land Co., LLC., Seventy Acres, LLC; Yohan Lowie, Vickie DeHart and Frank Pankratz

THE JIMMERSON LAW FIRM, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 386-7171 - Facsimile (702) 387-1167

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of The Jimmerson Law Firm, P.C. and that on this 31st day of January, 2017, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, FINAL ORDER AND JUDGMENT** as indicated below:

__X__ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

__X__ by electronic means by operation of the Court's electronic filing system, upon each party in this case who is registered as an electronic case filing user with the Clerk

To the attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

Robert N. Peccole, Esq. PECCOLE & PECCOLE, LTD. 8689 W. Charleston Blvd., #109 Las Vegas, NV 89117 bob@peccole.vcoxmail.com	Todd Davis, Esq. EHB Companies LLC 1215 S. Fort Apache, Suite 120 Las Vegas, NV 89117 tdavis@ehbcompanies.com
Lewis J. Gazda, Esq. GAZDA & TADAYON 2600 S. Rainbow Blvd., #200 Las Vegas, NV 89146 efile@gazdatadayon.com abeltran@gazdatadayon.com kgerwick@gazdatadayon.com lewisjgazda@gmail.com mbdeptula@gazdatadayon.com	Stephen R. Hackett, Esq. SKLAR WILLIAMS, PLLC 410 S. Rampart Blvd., #350 Las Vegas, NV 89145 ekapolnai@klar-law.com shackett@sklar-law.com

An employee of The Jimmerson Law Firm, P.C

THE JIMMERSON LAW FIRM, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 - Facsimile (702) 387-1167

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CLERK OF THE COURT

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DISTRICT COURT

CLARK COUNTY, NEVADA

ROBERT N. PECCOLE and NANCY A. PECCOLE, individuals, and Trustees of the ROBERT N. AND NANCY A. PECCOLE FAMILY TRUST,

Plaintiffs,

v.

PECCOLE NEVADA, CORPORATION, a Nevada Corporation; WILLIAM PECCOLE 1982 TRUST; WILLIAM PETER and WANDA PECCOLE FAMILY LIMITED PARTNERSHIP, a Nevada Limited Partnership; WILLIAM PECCOLE and WANDA PECCOLE 1971 TRUST; LISA P. MILLER 1976 TRUST; LAURETTA P. BAYNE 1976 TRUST; LEANN P. GOORJIAN 1976 TRUST; WILLIAM PECCOLE and WANDA PECCOLE 1991 TRUST; FORE STARS, LTD., a Nevada Limited Liability Company; 180 LAND CO, LLC, a Nevada Limited Liability Company; SEVENTY ACRES, LLC, a Nevada Limited Liability Company; EHB COMPANIES, LLC, a Nevada Limited Liability Company; THE CITY OF LAS VEGAS; LARRY MILLER, an individual; LISA MILLER, an individual; BRUCE BAYNE, an individual; LAURETTA P. BAYNE, an individual; YOHAN LOWIE, an individual; VICKIE DEHART, an individual; and FRANK PANKRATZ, an individual,

Defendants.

Case No. A-16-739654-C
Dept. No. VIII

FINDINGS OF FACT, CONCLUSIONS OF LAW, FINAL ORDER AND JUDGMENT

Hearing Date: January 10, 2017
Hearing Time: 8:00 a.m.

Courtroom 11B

This matter coming on for Hearing on the 10th day of January, 2017 *on* Plaintiffs' *Renewed Motion For Preliminary Injunction,* Plaintiffs' *Motion For Leave To Amend Amended Complaint,* Plaintiffs' *Motion For Evidentiary Hearing And Stay Of Order For Rule 11 Fees And Costs,* Plaintiffs' *Motion For Court To Reconsider Order Of Dismissal,* and Defendants Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres LLC, EHB Companies LLC, Yohan Lowie,

Vickie Dehart and Frank Pankratz's *Oppositions* thereto and *Countermotions for Attorneys' Fees and Costs,* and upon *Plaintiffs' Opposition to Countermotion for Attorney's Fees and Costs* and Defendants' *Countermotion to Strike Plaintiffs' Rogue and Untimely Opposition filed January 5, 2017 and Attorneys' Fees and Costs*, and upon Defendants Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres LLC, EHB Companies LLC, Yohan Lowie, Vickie Dehart and Frank Pankratz's *Memorandum of Costs and Disbursements*, and no objection or Motion to Retax having been filed by Plaintiffs in response thereto, ROBERT N. PECCOLE, ESQ. of PECCOLE & PECCOLE, LTD. and LEWIS J. GAZDA, ESQ. of GAZDA & TADAYON appearing on behalf of Plaintiffs, and Plaintiff, ROBERT N. PECCOLE being present, and JAMES J. JIMMERSON, ESQ. of THE JIMMERSON LAW FIRM, P.C. appearing on behalf of Defendants Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres LLC, Yohan Lowie, Vickie DeHart and Frank Pankratz, and Defendants Yohan Lowie and Vickie DeHart being present, and STEPHEN R. HACKETT, ESQ. of SKLAR WILLIAMS, PLLC and TODD DAVIS, ESQ. of EHB COMPANIES, LLC appearing on behalf of Defendants EHB Companies, LLC and the Court having reviewed and fully considered the papers and pleadings on file herein, and having heard the lengthy arguments of counsel, and having allowed Plaintiffs, over Defendants' objection, to enter Exhibits 1-13 at the hearing, and having reviewed the record, good cause appearing, issues the following Findings of Fact, Conclusions of Law, Final Orders and Judgment:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Preliminary Findings

1. The Court hearing on November 1, 2016 was extensive and lengthy, and this Court does not need a re-argument of those points. At that time, the Court granted both parties great leeway to argue their case and, thereafter, to file any and all additional documents and/or

exhibits that they wished to file, so long as they did so on or before November 15, 2016. Each party took advantage of said opportunity by submitting additional documents for the Court's review and consideration. The Court has reviewed all submissions by each party. Further, at the Court's extended hearing on January 10, 2017, upon Plaintiffs' and Defendants' post-judgment motions and oppositions, the Court further allowed the parties to make whatever arguments necessary to supplement their respective filings and in support of their respective requests;

2. On November 30, 2016, this Court, after a full review of the pleadings, exhibits, affidavits, declarations, and record, entered extensive *Findings of Fact, Conclusions of Law, Order and Judgment Granting Defendants Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres LLC, EHB Companies, LLC, Yohan Lowie, Vickie DeHart and Frank Pankratz's NRCP 12(b)(5) Motion to Dismiss Plaintiffs' Amended Complaint.* On January 20, 2017, the Court also entered its *Findings Of Fact, Conclusions Of Law, and Judgment Granting Defendants Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres LLC, EHB Companies LLC, Yohan Lowie, Vickie Dehart And Frank Pankratz's Motion For Attorneys' Fees And Costs* (the "Fee Order"). Both of these Findings of Fact, Conclusions of Law and Orders are hereby incorporated herein by reference, as if set forth in full, and shall become a part of these Final Orders and Judgment;

3. Following the Notice of Entry of the Court's extensive *Findings of Fact, Conclusions of Law, Order and Judgment Granting Defendants Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres LLC, EHB Companies, LLC, Yohan Lowie, Vickie DeHart and Frank Pankratz's NRCP 12(b)(5) Motion to Dismiss Plaintiffs' Amended Complaint,* Plaintiffs filed four (4) Motions and one (1) Opposition, on an Order Shortening Time set for hearing on this date, Defendants filed their Oppositions and Countermotions for Attorneys' Fees and Costs. Defendants timely filed their *Memorandum of Costs and Disbursements*, and Plaintiffs chose not to file any Motion to Retax. After this briefing, Plaintiffs, at the January 10, 2017 Court hearing,

presented in excess of an hour and a half of oral argument. The Court allowed the new exhibits to be admitted over the objection of Defendants;

4. Following the hearing, the Court has reviewed the papers and pleadings filed by both Plaintiffs and Defendants, along with Exhibits, and the oral argument of Plaintiffs and Defendants, and relevant statutes and caselaw, and based upon the totality of the record, makes the following Findings:

Plaintiffs' Renewed Motion for Preliminary Injunction

5. As a preliminary matter, based on the record and the evidence presented to date by both sides, the Court does not believe the golf course land ("GC Land") is subject to the terms and restrictions of the Master Declaration of Covenants, Conditions, Restrictions and Easements of Queensridge ("Master Declaration" or "CC&Rs"), because it was not annexed into, or made part of, the Queensridge Common Interest Community ("Queensridge CIC") which the Master Declaration governs. The Court has repeatedly made, and stands by, this Finding;

6. The Court does not believe that William and Wanda Peccole, or their entities (Nevada Legacy 14, LLC, the William Peter and Wanda Ruth Peccole Family Limited Partnership, and/or the William Peccole 1982 Trust) intended the GC Land to be a part of the Queensridge CIC, as evidenced by the fact that if that land had been included within that community, then every person in Queensridge would be paying money to be a member of the Badlands Golf Course and paying to maintain it. They were not, and have not. In fact, the Master Declaration at Recital B states that the CIC "may, but is not required to include…a golf course" and Plaintiffs' Purchase documents make clear that residents of Queensridge acquire no golf course rights or membership privileges by their purchase of a house within the Queensridge CIC. *Exhibit C to Defendants' Opposition filed September 2, 2016 at page 1, Recital B, and Exhibit L to Defendants' Opposition filed September 2, 2016 at paragraph 4 of Addendum 1*;

7. By Plaintiffs' own exhibit, the enlargement of the Exhibit C Map to the Master Declaration, it shows that the GC Land is not a part of the CC&Rs. The Exhibit C map showed the initial Property *and* the Annexable Property, as confirmed by Section 1.55 of the Master Declaration;

8. Therefore, the argument about whether or not the Master Declaration applies to the GC Land does not need to be rehashed, despite Plaintiffs' insistence that it do so. The Court has repeatedly found that it does not. That is the Court's prior ruling, and nothing Plaintiffs have brought forward reasonably convinces the Court otherwise. *See* the Court's November 20, 2016 Order, Findings 51-76;

9. Regarding the Renewed Motion for Preliminary Injunction, Plaintiffs' Renewed Motion and Exhibits are not persuasive, and the Court has made clear that it will not stop a governmental agency from doing its job. The Court does not believe that intervention is "clearly necessary" or appropriate for this Court. As the Court understands it, if the owner of the GC Land has made an application, the governmental agency would be derelict in their duty if it did not review it, consider it and do all of its necessary work to follow the legal process and make its recommendations and/or decision. The Court will not stop that process;

10. Based upon the papers, there is no basis to grant Plaintiffs' Renewed Motion for Preliminary Injunction;

11. Plaintiffs' argument that there is a "conspiracy" with the City of Las Vegas "behind closed doors" to get certain things done is inappropriate and without merit;

12. It is entirely proper for Defendants to follow the City rules that require the filing of applications if they want to develop their property, or to discuss a development agreement with the City Attorney, or present a plan to the City of Las Vegas Planning Commission or the Las Vegas City Council. That is what they are supposed to do;

13. Plaintiffs submitted four (4) photos to demonstrate that the proposed new development under the current application would "ruin his views." However, Plaintiffs' purchase documents make clear that no such "views" or location advantages were guaranteed to Plaintiffs, and that Plaintiffs were on notice through their own exhibit that their existing views could be blocked or impaired by development of adjoining property "whether within the Planned Community or outside of the Planned Community" *Exhibit 1 to Plaintiffs' Reply to Defendants' Motion to Dismiss, filed September 9, 2016.*

14. In response to the Court's inquiry regarding what Plaintiffs are trying to enjoin, Plaintiffs indicate they desire to enjoin Defendants from resubmitting the four (4) applications that have been withdrawn, without prejudice, but which can be refiled. The Court finds that refiling is exactly what Defendants are supposed to do if they want those applications considered;

15. Plaintiffs' argument that Defendants cannot file Applications with the City, because it is a violation of the Master Declaration is without merit. That might be true if the GC Land was part of the CC&R's. As repeatedly stated, this Court does not believe, and the evidence does not suggest, that the GC Land is subject to the CC&Rs, period;

16. Defendants' applications were legal and the proper thing to do, and the Court will not stop such filings. Plaintiffs' position is the filing was not allowed under the Master Declaration, and Plaintiffs will not listen to the Court's Findings that the GC Land was not added to the Queensridge CIC by William Peccole or his entities. Plaintiffs' position is vexatious and harassing to the Defendants under the facts of this case;

17. Plaintiffs argue that the new applications that were filed were negotiated and discussed with the City Attorneys' Office without the knowledge of the City Council. But, again, that is not improper. The City Council does not get involved until the applications are

submitted and reviewed by the Planning Staff and City Planning Commission. The Court finds that there is no "conspiracy" there. People are supposed to follow the rules, and the rules say that if you are going to seek a zone change or a variance, you may submit a pre-application for review, have appropriate discussions and negotiations, and then have a public review by the Planning Commission and ultimately the City Council;

18. The fact that a new application was submitted proposing 61 homes, which is different from the original applications submitted for "The Preserve" which were withdrawn without prejudice, is irrelevant;

19. Plaintiffs' argument that Defendants submitted a new application on December 30, 2016 to allegedly defeat Plaintiffs' Renewed Motion for Preliminary Injunction, to bring the case back into the administrative process, is not reasonable, nor accurate. There were already three (3) applications which were pending and which had been held in abeyance, and thus were still within the administrative process. The new application changes nothing as far as Plaintiffs' requests for a preliminary injunction;

20. Plaintiffs' Exhibit 5 demonstrates that notice was provided to the homeowners, which is what Defendants were supposed to do. There was nothing improper in this;

21. Even if *all* the applications had been withdrawn, Plaintiffs could not "directly interfere with, **or in advance restrain**, the discretion of an administrative body's exercise of legislative power." *Eagle Thrifty Drugs & Markets, Inc. v. Hunter Lake Parent Teachers Assn. et al*, 85 Nev. 162, 451 P.2d 713 (1969) at 165, 451 P.2d at 714. Additionally, "This established principle **may not be avoided by the expedient of directing the injunction to the applicant instead of the City Council.**" *Id.* This holding still applies to these facts;

22. Regardless, the possible submission of zoning and land use applications will not violate any rights or restrictions Plaintiffs claim in their Master Declaration, as "A zoning

ordinance cannot override privately-placed restrictions, and a trial court cannot be compelled to invalidate restrictive covenants merely because of a zoning change." *W. Land Co. v. Truskolaski*, 88 Nev. 200, 206, 495 P.2d 624, 627 (1972). Additionally, UDC 19.00.0809(j) provides: "No provision of this Title is intended to interfere with or abrogate or annul any easement, private covenants, deed restriction or other agreement between private parties.... Private covenants or deed restrictions which impose restrictions not covered by this Title, are not implemented nor superseded by this Title."

23. Plaintiffs' argument that Defendants needed permission to file the applications for the 61 homes is, again, without merit, because Plaintiffs incorrectly assume that the CC&Rs apply to the GC Land, when the Court has already found they do not. Plaintiffs unreasonably refuse to accept this ruling;

24. Plaintiffs have no standing under *Gladstone v. Gregory,* 95 Nev. 474, 596 P.2d 491 (1979) to enforce the restrictive covenants of the Master Declaration against Defendants or the GC Land. The Court has already, repeatedly, found that the Master Declaration does not apply to the GC Land, and thus Plaintiffs have no standing to enforce it against the Defendants. Defendants did not, and cannot, violate a rule that does not govern the GC Land. The Plaintiffs refuse to hear or accept these findings of the Court;

25. Contrary to Plaintiffs' statement, the Court is not making an "argument" that Plaintiffs' are required to exhaust their administrative remedies; that is a "decision" on the part of the Court. As the Court stated at the November 1, 2016 hearing, Plaintiffs believe that CC&Rs of the Queensridge CIC cover the GC Land, and Mr. Peccole is so closely involved in it, he refuses to see the Court's decision coming in as fair or following the law. No matter what decisions are made, Mr. Peccole is so closely involved with the issues, he would never accept

any Court's decision, because if it does not follow his interpretation, in Plaintiffs' mind, the Court is wrong. *November 1, 2016 Hearing Transcript, P. 3, L. 13-2;*

26. Defendants have the right to close the golf course and not water it. This action does not impact Plaintiffs' "rights;"

27. A preliminary injunction is available when the moving party can demonstrate that the nonmoving party's conduct, if allowed to continue, will cause irreparable harm for which compensatory relief is inadequate and that the moving party has a reasonable likelihood of success on the merits. *Boulder Oaks Cmty. Ass'n v. B & J Andrew Enters., LLC*, 125 Nev. 397, 403, 215 P.3d 27, 31 (2009); citing NRS 33.010, *University Sys. v. Nevadans for Sound Gov't*, 120 Nev. 712, 721, 100 P.3d 179, 187 (2004); *Dangberg Holdings v. Douglas Co.*, 115 Nev. 129, 142, 978 P.2d 311, 319 (1999). A district court has discretion in deciding whether to grant a preliminary injunction. *Id.* The Plaintiffs have failed to make the requisite showing;

28. On September 27, 2016, the parties were before the Court on Plaintiffs' first Motion for Preliminary Injunction and, after reading all papers and pleadings on file, the Court heard extensive oral argument lasting nearly two (2) hours from all parties. The Court ultimately concluded that Plaintiffs failed to meet their burden for a Preliminary Injunction, had failed to demonstrate irreparable injury by the City's consideration of the Applications, and failed to demonstrate a likelihood of success on the merits, amongst other failings;

29. On September 28, 2016—the day after their Motion for Preliminary Injunction directed at the City of Las Vegas was heard—Plaintiffs ignored the Court's words and filed another Motion for Preliminary Injunction which, substantively, made arguments identical to those made in the original Motion which had just been heard the day before, except that Plaintiffs focused more on the "vested rights" claim, namely, that the applications themselves could not have been filed because they are allegedly prohibited by the Master Declaration. On

October 31, 2016, the Court entered an Order denying that Motion, finding that Plaintiffs failed to meet their burden of proof that they have suffered irreparable harm for which compensatory damages are an inadequate remedy and failed to show a reasonable likelihood of success on the merits, since the Master Declaration of the Queensridge CIC did not apply to land which was not annexed into, nor a part of, the Property (as defined in the Master Declaration). The Court also based its denial on the fact that Nevada law does not permit a litigant from seeking to enjoin the Applicant as a means of avoiding well-established prohibitions and/or limitations against interfering with or seeking advanced restraint against an administrative body's exercise of legislative power. See *Eagle Thrifty Drugs & Markets, Inc., v. Hunter Lake Parent Teachers Assoc.*, 85 Nev. 162, 164-165, 451 P.2d 713, 714-715 (1969);

30. On October 5, 2016, Plaintiffs filed a Motion for Rehearing of Plaintiffs' first Motion for Preliminary Injunction, without seeking leave from the Court. The Court denied the Motion on October 19, 2016, finding Plaintiffs could not show irreparable harm, because they possess administrative remedies before the City Planning Commission and City Council pursuant to NRS 278.3195, UDC 19.00.080(N) and NRS 278.0235, which they had failed to exhaust, and because Plaintiffs failed to show a reasonable likelihood of success on the merits at the September 27, 2016 hearing and failed to allege any change of circumstances since that time that would show a reasonable likelihood of success as of October 17, 2016;

31. At the October 11, 2016 hearing on Defendants City of Las Vegas' Motion to Dismiss Amended Complaint, which was ultimately was granted by Order filed October 19, 2016, the Court advised Mr. Peccole, as an individual Plaintiff and counsel for Plaintiffs, that it believed that he was too close to this" and was missing that the Master Declaration would not apply to land which is not part of the Queensridge CIC. *October 11, 2016 Hearing Transcript at 13:11-13;*

32. On October 12, 2016, Plaintiffs filed a Motion for Stay Pending Appeal in relation to the Order Denying their first Motion for Preliminary Injunction against the City of Las Vegas, which sought, again, an injunction. That Motion was denied on October 19, 2016, finding that Plaintiffs failed to satisfy the requirements of NRAP 8 and NRCP 62(c), Plaintiffs failed to show that the object of their potential writ petition will be defeated if their stay is denied, Plaintiffs failed to show that they would suffer irreparable harm or serious injury if the stay is not issued, and Plaintiffs failed to show a likelihood of success on the merits;

33. On October 21, 2016, Plaintiffs filed a Notice of Appeal on the Order Denying their Motion for Preliminary Injunction against the City of Las Vegas, and on October 24, 2016, Plaintiffs filed a Motion for Stay in the Supreme Court. On November 10, 2016, the Nevada Supreme Court dismissed Plaintiffs' Appeal, and the Motion for Stay was therefore denied as moot;

34. Plaintiffs can assert no harm, let alone "irreparable" harm from the three remaining pending applications, which deal with development of 720 condominiums located a mile from Plaintiffs' home on the Northeast corner of the GC Land;

35. Plaintiffs cannot demonstrate a likelihood of success on the merits. Plaintiffs have argued the "merits" of their claims *ad nausem* and they have not had established any possibility of success;

36. The Court has repeatedly found that the claim that Defendants' applications were "illegal" or "violations of the Master Declaration" is without merit, and such claim is being maintained without reasonable grounds;

37. Plaintiffs' argument within his Renewed Motion is just a rehash of his prior arguments that Lot 10 was "part of" the "Property," (as defined in the Master Declaration) that

the flood drainage easements along the golf course are not included in the "not a part" language, and that he has "vested rights." These arguments have already been addressed repeatedly;

38. In its *Findings of Fact, Conclusions of Law and Order Granting Defendants' Motion to Dismiss,* filed November 30, 2016, the Court detailed its analysis of the Master Declaration, the Declarations of Annexation, Lot 10, and the other documents of public record, and made its Findings that the Plaintiffs were not guaranteed any golf course views or access, and that the adjoining GC Land was not governed by the Master Declaration. Those Findings are incorporated herein by reference, as if set forth in full. Specifically Findings No. 51-76 make clear that the GC Land is not a part of and not subject to the Master Declaration of the NRS 116 Queensridge CIC;

39. There is no "new evidence" that changes this basic finding of fact, and Plaintiffs cannot "stop renewal of the 4 applications" or "stop the application" allegedly contemplated for property merely adjacent to Plaintiffs' Lot and which is not within the Queensridge CIC;

40. Since Plaintiffs were on notice of this undeniable fact on September 2, 2016, yet persisted in filing Motion after Motion to try and "enjoin" Defendants, that is exactly why this Court awarded Defendants $82,718.50 relating to the second Motion for Preliminary Injunction, the Motion for Rehearing and the Motion for Stay (Injunction), and why this Court awards additional attorneys' fees and costs for being forced to oppose a Renewed Motion for Preliminary Injunction and these other Motions now;

41. The alleged "new" information cited by Plaintiffs--the withdrawal of four applications without prejudice at the November 16, 2016 City Council meeting--is irrelevant because this Court cannot and will not, in advance, restrain Defendants from submitting applications. Further, the three (3) remaining applications are pending and still in the administrative process;

42. Zoning is a matter properly within the province of the legislature and that the judiciary should not interfere with zoning decisions, especially before they are even final. *See, e.g., McKenzie v. Shelly*, 77 Nev. 237, 362 P.2d 268 (1961) (judiciary must not interfere with board's determination to recognize desirability of commercial growth within a zoning district); *Coronet Homes, Inc. v. McKenzie*, 84 Nev. 250, 439 P.2d 219 (1968) (judiciary must not interfere with the zoning power unless clearly necessary); *Forman v. Eagle Thrifty Drugs and Markets*, 89 Nev. 533, 516 P.2d 1234 (1973) (statutes guide the zoning process and the means of implementation until amended, repealed, referred or changed through initiative). Court intervention is not "clearly necessary" in this instance;

43. Plaintiffs have admitted to the Supreme Court that their duplicative Motion for Preliminary Injunction filed on September 28, 2016 was without merit and unsupported by the law. In their *Response to Motion to Amend Caption and Joinder and Response to the Motion to Dismiss Appeal of Order Granting the City of Las Vegas Motion to Dismiss Amended Complaint*, filed November 10, 2016, Plaintiff's state:"..[T]he case of *Eagle Thrifty Drugs & Market, Inc. v. Hunter Lake Parent Teachers Association,* 85 Nev. 162 (1969) **would not allow directing of a Preliminary Injunction against any party but the City Council.** Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres, LLC, Yohan Lowie, Vickie DeHart, Frank Pankratz and EHB Companies, LLC **could not be made parties to the Preliminary Injunction because only the City was appropriate under *Eagle Thrifty.*"** (Emphasis added.) Yet Plaintiffs have now filed a "Renewed" Motion for Preliminary Injunction;

44. Procedurally, Plaintiffs' Renewed Motion is improper because "No motions once heard and disposed of may be *renewed* in the same cause, nor may the same matters therein embraced be reheard, unless by leave of the court granted upon motion therefor, after notice of

such motion to the adverse parties." *EDCR 2.24 (Emphasis added.)* This is the second time the Plaintiffs have failed to seek leave of Court before filing such a Motion;

45. After hearing all of the arguments of Plaintiffs and Defendants, Plaintiffs have failed to meet their burden for a preliminary injunction against Defendants, and Plaintiffs have no standing to do so;

Plaintiffs' Motion for Leave to Amend Amended Complaint

46. Plaintiffs have already been permitted to amend their Complaint, and did so on August 4, 2016;

47. Plaintiffs deleted the Declaratory Relief cause of action, but maintained a cause of action for injunctive relief even after Plaintiffs were advised that the same could not be sustained, Plaintiffs withdrew the Breach of Contract cause of action and replaced it with a cause of action entitled "Violations of Plaintiffs' Vested Rights," and Plaintiffs' Fraud cause of action remained, for all intents and purposes, unchanged;

48. Plaintiffs were given the opportunity to present a proposed Amended Complaint and failed to do so. There is no Amended Complaint which supports the new alter ego theory Plaintiffs suggest;

49. After the November 1, 2016 hearing on the Motion to Dismiss, the Court provided an opportunity for Plaintiffs (or Defendants) to file any additional documents or requests, including a request to Amend the Complaint, with a deadline of November 15, 2016. Plaintiffs' Motion to Amend Amended Complaint was not filed within that deadline;

50. EDCR 2.30 requires a copy of a proposed amended pleading to be attached to any motion to amend the pleading. Plaintiffs never attached a proposed amended pleading, in violation of this Rule. This makes it impossible for the Court to measure what claims Plaintiffs

propose, other than those outlined in their briefs, all of which are based on a failed and untrue argument;

51. Plaintiffs continue to attempt to enjoin the City from completing its legislative function, or to in advance, restrain Defendants from submitting applications for consideration. This Court has repeatedly Ordered that it will not do that;

52. The Court considered Plaintiffs' oral request from November 1, 2016 to amend the Amended Complaint, and made a Finding in its November 30, 2016 Order of Dismissal, at paragraph 90, "Although ordinarily leave to amend the Complaint should be freely given when justice requires, Plaintiffs have already amended their Complaint once and have failed to state a claim against the Defendants. For the reasons set forth hereinabove, Plaintiffs shall not be permitted to amend their Complaint a second time in relation to their claims against Defendants as the attempt to amend the Complaint would be futile;"

53. Further amending the Complaint, under the theories proposed by Plaintiffs, remains futile. The Fraud cause of action does not state a claim upon which relief can be granted, as the alleged "fraud" lay in the premise that there was a representation that the golf course would remain a golf course in perpetuity. Again, Plaintiffs' own purchase documents evidence that no such guarantee was made and that Plaintiffs were advised that future development to the adjoining property could occur, and could impair their views or lot advantages. The alleged representation is incompetent (*See NRCP 56(e)),* fails woefully for lack of particularity as required by NRCP 9(b), and appears disingenuous under the facts and law of this case;

54. The Fraud claim also fails because Plaintiffs voluntarily dismissed the Defendants—all his relatives or their entities--who allegedly made the fraudulent representations that the golf course would remain in perpetuity;

55. While it is true that Defendants argued that Plaintiffs did not plead their Fraud allegations with particularity as required by NRCP 9(b), Defendants also vociferously argued in their Motion to Dismiss that Plaintiffs failed to state a Fraud claim upon which relief could be granted because their allegations failed to meet the basic and fundamental elements of Fraud: (1) a false representation of fact; (2) made to the plaintiff; (3) with knowledge or belief that the representation was false or without a sufficient basis; (4) intending to induce reliance; (5) creating justifiable reliance by the plaintiff; (6) resulting in damages. *Blanchard v. Blanchard*, 108 Nev. 908, 911, 839 P.2d 1320, 1322 (1992). The Court concurred;

56. To this day, Plaintiffs failed to identify any actual false or misleading statements made by Defendants to them, and that alone is fatal to their claim. Defendants' zoning and land use applications to the City to proceed with residential development upon the GC Land does not constitute fraudulent conduct by Defendants because third-parties allegedly represented at some (unknown) time roughly 16 years earlier that the golf course would never be replaced with residential development;

57. Plaintiffs do not and cannot claim that they justifiably relied on any supposed misrepresentation by any of the Defendants or that they suffered damages as a result of the Defendants' conduct because such justifiable reliance requires a causal connection between the inducement and the plaintiff's act or failure to act resulting in the plaintiff's detriment;

58. Plaintiffs have not, and cannot claim that any representations on the part of Defendants lead them to enter into their "Purchase Agreement" in April 2000, over 14 years prior to any alleged representations or conduct by any of the Defendants. The Court was left to wonder if any of these failings could be corrected in a second amended complaint, as Plaintiffs failed to proffer a proposed second amended complaint as is required under EDCR 2.30. As such, Plaintiffs' Motion to Amend Complaint was doomed from the outset;

59. All of Plaintiffs' claims are based on the theory that Plaintiffs have "vested rights" over the Defendants and the GC Land. The request for injunctive relief is based on the assertion of alleged "rights" under the Master Declaration;

60. The Court has already found, both of Plaintiffs' legal theories (1) the zoning aspect and exhaustion of administrative remedies, and (2) the alleged breach of the restrictive covenants under a Master Declaration "contract," are maintained without reasonable ground. Defendants are not parties to the "contract" alleged to have been breached, and Court intervention is not "clearly necessary" as an exception to the bar to interfere in an administrative process;

61. The zoning on the GC Land dictates its use and Defendants rights to develop their land;

62. Plaintiffs' reargument of the "Lot 10" claim, which Plaintiffs have argued before, which this Court asked Plaintiffs not to rehash, is without merit. Drainage easements upon the GC Land in favor of the City of Las Vegas do not make the GC Land a part of the Queensridge CIC. The Queensridge CIC would have to be a party to the drainage easements in order to have rights in the easements. Plaintiffs presented no evidence to establish that the Queensridge CIC is a party to any drainage easements upon the GC Land;

63. Plaintiffs do not represent FEMA or the government, who are the authorities having jurisdiction to set the regulations regarding "flood drainage." Plaintiffs do not have any agreements with Defendants regarding flood drainage and nor any jurisdiction nor standing to claim or assert "drainage" rights. Any claims under flood zones or drainage easements would be asserted by the governmental authority having jurisdiction;

64. Notwithstanding any alleged "open space" land use designation, the zoning on the GC Land, as supported by the evidence, is R-PD7. Plaintiffs latest argument suggests the land is

"zoned" as "open space" and that they have some right to prevent any modification of that alleged designation under NRS 278A. But the Master Declaration indicates that Queensridge is a NRS Chapter 116 community, and NRS 116.1201(4) specifically and unambiguously provides, "The provisions of chapters 117 and 278A of NRS do not apply to common-interest communities." The Plaintiffs do not have standing to even make any claim under NRS 278A;

65. There is no evidence of any recordation of any of the GC Land, by deed, lien, or by any other exception to title, that would remotely suggest that the GC Land is within a planned unit development, or is subject to NRS 278A, or that Queensridge is governed by NRS 278A. Rather, Queensridge is governed by NRS 116;

66. NRS 278.349(3)(e) states "The governing body, or planning commission if it is authorized to take final action on a tentative map, shall consider: Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;"

67. The Plaintiffs do not own the land which allegedly contains the drainage pointed out in Exhibits 11 and 12. It is Defendants' responsibility to deal with it with the government. Tivoli Village is an example of where drainage means were changed and drainage challenges were addressed by the developer. Plaintiffs have no standing to enforce the maintenance of a drainage easement to which they are not a party;

68. Plaintiffs' Amended Complaint, itself, recognizes that the Master Declaration does not apply to the land proposed to be developed by the Defendants, as it states on page 2, paragraph 1, that "Larry Miller did not protect the Plaintiffs' or homeowner's vested rights by including a Restrictive Covenant that Badlands must remain a golf course as he and other agents of the developer had represented to homeowners." The Amended Complaint reiterated at page 10, paragraph 42, "The sale was completed in March 2015 and conveniently left out any

restrictions that the golf course must remain a golf course." *Id.* Thus, Plaintiffs proceeded in prosecuting this case and attempting to enjoin development with full knowledge that there were no applicable restrictions, conditions and covenants from the Master Declaration which applied to the GC Land, and there were no restrictive covenants in place relating to the sale which prevented Defendants from doing so;

69. Plaintiffs improperly assert that the Motion to Dismiss relied primarily upon the "ripeness" doctrine and the allegation that the Fraud Cause of Action was not pled with particularity. But this is not true. The Motion to Dismiss was granted because Plaintiffs do not possess the "vested rights" they assert because the GC Land is not part of Queensridge CIC and not subject to its CC&Rs. The Fraud claim failed because Plaintiffs could not state the elements of a Fraud Cause of Action. They never had any conversations with any of the Defendants prior to purchasing their Lot and therefore, no fraud could have been committed by Defendants against Plaintiffs in relation to their home/lot purchase because Defendants never made any knowingly false representations to Plaintiffs upon which Plaintiffs relied to their detriment, nor as stated by Plaintiff to the Court did Defendants ever make any representations to Plaintiffs at all. Plaintiffs' were denied an opportunity to amend their Complaint a second time because doing so would be futile given the fact that they have failed to state claims and cannot state claims for "vested rights" or Fraud;

70. None of Plaintiffs' alleged "changed circumstances"—neither the withdrawal of applications, the abatement of others, or the introduction of new ones, changes the fundamental fact that Plaintiffs have no standing to enforce the Master Declaration against the GC Land, or any other land which was not annexed into the Queensridge CIC. It really is that simple;

71. Likewise, the claim that because applications were withdrawn by Defendants at the City Council Meeting and the rest were held in abeyance, that the *Eagle Thrifty* case no

longer applies and no longer prevents a preliminary injunction to enjoin Defendants from submitting future Applications, fails as a matter of law. Plaintiffs' Motion to Amend remains improper under *Eagle Thrifty* because Plaintiffs are effectively seeking to restrain the City of Las Vegas by requesting an injunction against the Applicant, and they are improperly seeking to restrain the City from hearing future zoning and development applications from Defendants. *Eagle Thrifty* neither allows such advance restraint, nor does it condone such advance restraint by directing a preliminary injunction against the Applicant;

72. Amending the Complaint based on the theories argued by Plaintiffs would be futile, and Plaintiffs continue to fail to state a claim upon which relief can be granted;

73. Leave to amend should be freely granted "when justice so requires," but in this case, justice requires the Motion for Leave to Amend be denied. It would be futile. Additionally, Plaintiffs have noticeably failed to submit any proposed second amended Complaint at any time. *See* EDCR 2.30. The Court is compelled to deny Plaintiffs' Motion to Amend;

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Plaintiffs' Motion for Evidentiary Hearing and Stay of Order for Rule 11 Fees and Costs

74. Plaintiffs are not entitled to an Evidentiary Hearing on the Motion for Attorneys' Fees and Costs. NRS 18.010(3) states "in awarding attorney's fees, the court may pronounce its decision on the fees at the conclusion of the trial or special proceeding without written motion and with or without presentation of additional evidence."

75. Plaintiffs' seek an Evidentiary Hearing on the "Order for Rule 11 Fees and Costs," but the request for sanctions and additional attorneys' fees pursuant to NRCP 11 was denied by this Court. Plaintiffs do not seek reconsideration of that denial, and no Evidentiary Hearing is warranted;

76. The Motion itself if procedurally defective. It contains only bare citations to statues and rules, and it contains no Affidavit as required by EDCR 2.21 and NRCP 56(e);

77. NRCP 60(b) does not allow for Evidentiary Hearing to give Plaintiffs "opportunity to present evidence as to why they filed a Motion for Preliminary Injunction against Fore Stars and why that was appropriate." It allows the setting aside of a default judgment due to mistakes, inadvertence, excusable neglect, newly discovered evidence or fraud. With respect to the Motion for Attorneys' Fees and Costs and Order granting the same, this is not even alleged;

78. Plaintiffs must establish "adequate cause" for an Evidentiary Hearing. *Rooney v. Rooney,* 109 Nev. 540, 542–43, 853 P.2d 123, 124–25 (1993). Adequate cause "requires something more than allegations which, if proven, might permit inferences sufficient to establish grounds….." "The moving party must present a prima facie case…showing that (1) the facts alleged in the affidavits are relevant to the grounds for modification; and (2) the evidence is not merely cumulative or impeaching." *Id.*

79. Plaintiffs have failed to establish adequate cause for an Evidentiary Hearing. Plaintiffs have not even submitted a supporting Affidavit alleging any facts whatsoever;

80. "Only in very rare instances in which new issues of fact or law are raised supporting a ruling contrary to the ruling already reached should a motion for rehearing be granted." *Moore v. City of Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (76). "Rehearings are not granted as a matter of right, and are not allowed for the purpose of reargument." *Geller v. McCown*, 64 Nev. 102, 108, 178 P.2d 380, 381 (1947) (citation omitted). Points or contentions available before but not raised in the original hearing cannot be maintained or considered on rehearing. See *Achrem v. Expressway Plaza Ltd. P'ship*, 112 Nev. 737, 742, 917 P.2d 447, 450 (1996);

81. There is no basis for an Evidentiary Hearing under NRCP 59(a). There were no irregularities in the proceedings of the court, or any order of the court, or abuse of discretion whereby either party was prevented from having a fair trial. There was no misconduct of the court or of the prevailing party. There was no accident or surprise which ordinary prudence could not have guarded against. There was no newly discovered evidence material for the party making the motion which the party could not, with reasonable diligence, have discovered or produced at trial. There were no excessive damages being given under the influence of passion of prejudice, and there were no errors in law occurring at the trial and objected to by the party making the motion. If anything, the fact that Defendants were awarded 56% of their incurred attorneys' fees and costs relating to the preliminary injunction issues, and denied additional sanctions pursuant to NRCP 11, demonstrates this Court's evenhandedness and fairness to the Plaintiffs;

82. Plaintiffs are not automatically entitled to an Evidentiary Hearing on the issue of attorneys' fees and costs, and the decision to forego an evidentiary hearing does not deprive a party of due process rights if the party has notice and an opportunity to be heard. *Lim v. Willick Law Grp.*, No. 61253, 2014 WL 1006728, at *1 (Nev. Mar. 13, 2014). *See, also, Jones v. Jones, 22016 WL 3856487, Case No. 66632 (2016)*;

83. In this case, Plaintiffs had notice and the opportunity to be heard, and already presented to the Court the evidence they would seek to present about why they filed a Motion for a Preliminary Injunction against these Defendants, having argued at the September 27, 2016 Hearing, the October 11, 2016 Hearing, the November 1, 2016 Hearing and the January 10, 2017 hearing that they had "vested rights to enforce "restrictive covenants" against Defendants under the *Gladstone v. Gregory* case. Those arguments fail;

84. The Court also gave Plaintiffs the opportunity to submit any further evidence they wanted, with a deadline of November 15, 2016. The Court considered all evidence timely submitted;

85. Plaintiffs filed on November 8, 2016 Supplemental Exhibits with their argument regarding the "Amended Master Declaration" and on November 18, 2016 "Additional Information" including description of the City Council Meeting. Plaintiffs also filed on November 17, 2016, their Response to the Motion for Attorneys' Fees and Costs;

86. On its face, the facts claimed in Plaintiffs' Motion, unsupported by Affidavit, regarding why he had to file the first Motion for Preliminary Injunction, second Motion for Preliminary Injunction on September 28, 2016, the Motion for Stay Pending Appeal and the Motion for Rehearing, which Motions were the basis of the award of attorneys' fees and costs, are unbelievable. Plaintiffs claim that the City was dismissed as a Defendant and the "only remedy" was to file directly against the Defendants. But Plaintiffs filed their Motion for Preliminary Injunction against Fore Stars the day after the hearing on their first Motion for Preliminary Injunction—even before the decision on their first Motion was issued detailing the denial of the Motion and the analysis of the *Eagle Thrifty* case. The Court had not even *heard*, let alone granted, City's Motion to Dismiss at that time;

87. Plaintiffs' justification that the administrative process came to an end when four applications were withdrawn without prejudice, three were held in abeyance, and "a contemplated additional violation of the CC&R's appeared on the record" is also without merit. Aside from the fact that Plaintiffs are not permitted to restrain, in advance, the filing of applications or the City's consideration of them, factually, as of September 28, 2016, the Planning Commission Meeting had not even occurred yet (let alone the City Council Meeting). The administrative process was still ongoing;

88. The claim that the *Gladstone case* was applicable directly against restrictive covenant violators after the administrative process ended and Defendants were "no longer protected by Eagle Thrifty" is, again, belied by the fact that the CC&R's do not apply to, and cannot be enforced against, land that was not annexed into the Queensridge CIC. *Gladstone* does not apply. Plaintiffs' argument is not convincing;

89. Plaintiffs' arguments regarding how "frivolous" is defined by NRCP 11 is irrelevant because those additional sanctions against Plaintiffs' counsel were denied as moot, in light of the Court awarding Defendants attorneys' fees and costs under NRS 18.010(2)(b) and EDCR 7.60;

90. Defendants' Motion sought an award of $147,216.85 in attorneys' fees and costs, dollar for dollar, incurred in having to defeat Plaintiffs' repeated efforts to obtain a preliminary injunction against Defendants, which multiplied the proceedings unnecessarily. After considering Defendants' Motion and Supplement and Plaintiffs' Response, the Court awarded Defendants $82,718.50. The attorneys' fees and costs awarded related only to those efforts to obtain a preliminary injunction through the end of October, 2016, and did not include or consider the additional attorneys' fees, or the additional costs, which were incurred by Defendants relating to the Motions to Dismiss, or the new filings after October, 2016;

91. NRS 18.010, EDCR 7.60 and NRCP 11 are distinct rules and statues, and the Court can apply any of the rules and statues which are applicable;

92. NRS § 18.010 makes allowance for attorney's fees when the Court finds that the claim of the opposing party was brought without reasonable ground or to harass the prevailing party, and/or in bad faith. *NRS 18.010(2)(b)*. A frivolous claim is one that is, "both baseless and made without a reasonable competent inquiry." *Bergmann v. Boyce*, 109 Nev. 670, 856 P.2d 560 (1993). Sanctions or attorneys' fees may be awarded where the pleading fails to be well

grounded in fact and warranted by existing law and where the attorney fails to make a reasonable competent inquiry. *Id.* The decision to award attorney fees against a party for pursuing a claim without reasonable ground is within the district court's sound discretion and will not be overturned absent a manifest abuse of discretion. *Edwards v. Emperor's Garden Restaurant*, 130 P.3d 1280 (Nev. 2006).

93. NRS 18.010 (2) provides that: "The court shall liberally construe the provisions of this paragraph in favor of awarding attorney's fees in all appropriate situations. It is the intent of the Legislature that the court award attorney's fees pursuant to this paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations to punish for and deter frivolous or vexatious claims and defenses because such claims and defenses overburden limited judicial resources, hinder the timely resolution of meritorious claims and increase the costs of engaging in business and providing professional services to the public."

94. EDCR 7.60(b) provides, in pertinent part, for the award of fees when a party without just cause: (1) Presents to the court a motion or an opposition to a motion which is obviously frivolous, unnecessary or unwarranted, (3) So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously, and (4) Fails or refuses to comply with these rules;

95. An award of attorney's fees and costs in this case was appropriate, as Plaintiffs' claims were baseless and Plaintiffs' counsel did not make a reasonable and competent inquiry before proceeding with their first Motion for Preliminary Injunction after receipt of the Opposition, and in filing their second Preliminary Injunction Motion, their Motion for Rehearing or their Motion for Stay Pending Appeal, particularly in light of the hearing the day prior.

Plaintiffs' Motions were the epitome of a pleading that "fails to be well grounded in fact and warranted by existing law and where the attorney fails to make a reasonable competent inquiry;"

96. There was absolutely no competent evidence to support the contentions in Plaintiffs' Motions--neither the purported "facts" they asserted, nor the "irreparable harm" that they alleged would occur if their Motions were denied. There was no Affidavit or Declaration filed supporting those alleged facts, and Plaintiffs even changed the facts of this case to suit their needs by transferring title to their property mid-litigation after the Opposition to Motion for Preliminary Injunction had been filed by Defendants. Plaintiffs were blindly asserting "vested rights" which they had no right to assert against Defendants;

97. Plaintiffs certainly did not, and cannot present any set of circumstances under which they would have had a good faith basis in law or fact to assert their Motion for Preliminary Injunction against the non-Applicant Defendants whose names do not appear on the Applications. The non-Applicant Defendants had nothing to do with the Applications, and Plaintiffs maintenance of the Motion against the non-Applicant Defendants, named personally, served no purpose but to harass and annoy and cause them to incur unnecessary fees and costs;

98. On October 21, 2016, Defendants filed their Motion for Attorneys' Fees and Costs, seeking an award of attorneys' fees and costs pursuant to EDCR 7.60 and NRS 18.070, which was set to be heard in Chambers on November 21, 2016. Plaintiffs filed a response on November 17, 2016, which was considered by the Court;

99. Defendants have been forced to incur significant attorneys' fees and costs to respond to the repetitive filings of Plaintiffs. Plaintiffs' Motions are without merit and unnecessarily duplicative, and made a repetitive advancement of arguments that were without merit, even after the Court expressly warned Plaintiffs that they were "too close" to the dispute;

100. Plaintiff, Robert N. Peccole, Esq., by being so personally close to the case, is so blinded by his personal feelings that he is ignoring the key issues central to the causes of action and failing to recognize that continuing to pursue flawed claims for relief, and rehashing the arguments again and again, following the date of the Defendants' September 2, 2016 Opposition, is improper and unnecessarily harms Defendants;

101. In making an award of attorneys' fees and costs, the Court shall consider the quality of the advocate, the character of the work to be done, the work actually performed, and the result. *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969). Defendants submitted, pursuant to the *Brunzell* case, affidavits regarding attorney's fees and costs they requested. The Court, in its separate Order of January 20, 2017, has analyzed and found, and now reaffirms, that counsel meets the *Brunzell* factors, that the costs incurred were reasonable and actually incurred pursuant to *Cadle Co. v. Woods & Erickson LLP*, 131 Nev. Adv. Op. 15 (Mar. 26, 2015), and outlined the reasonableness and necessity of the attorneys' fees and costs incurred, to which there has been no challenge by Plaintiffs;

102. Plaintiffs were on notice that their position was maintained without reasonable ground after the September 2, 2016 filing of Defendants' Opposition to the first Motion for Preliminary Injunction. The voluminous documentation attached thereto made clear that the Master Declaration does not apply to Defendants' land which was not annexed into the Queensridge CIC. Thus, relating to the preliminary injunction issues, the sums incurred after September 2, 2016 were reasonable and necessary, as Plaintiffs continued to maintain their frivolous position and filed multiple, repetitive documents which required response;

103. Defendants are the prevailing party when it comes to Defendants' Motions for Preliminary Injunction, Motion for Stay Pending Appeal and Motion for Rehearing filed in

September and October, and Plaintiffs' position was maintained without reasonable ground or to harass the prevailing party. *NRS 18.010;*

104. Plaintiffs presented to the court motions which were, or became, frivolous, unnecessary or unwarranted, in bad faith, and which so multiplied the proceedings in a case as to increase costs unreasonably and vexatiously, and failed to follow the rules of the Court. *EDCR 7.60;*

105. Given these facts, there is no basis to hold an Evidentiary Hearing with respect to the Order granting Defendants' attorneys' fees and costs, and the Order should stand;

Plaintiffs' Opposition to Countermotion for Fees and Costs

106. This Opposition to "Countermotion," substantively, does not address the pending Countermotions for attorneys' fees and costs, but rather the Motion for Attorneys' Fees and Costs which was filed October 21, 2016 and granted November 21, 2016;

107. The Opposition to that Motion was required to be filed on or before November 10, 2016. It was not filed until January 7, 2017;

108. Separately, Plaintiffs filed a "response" to the Motion for Attorneys' Fees and Costs, and Supplement thereto, on November 17, 2016. As indicated in the Court's November 21, 2016 Minute Order, as confirmed by and incorporated into the Fee Order filed January 20, 2017, that Response was reviewed and considered;

109. Plaintiffs did not attach any Affidavit as required by EDCR 2.21 to attack the reasonableness or the attorneys' fees and costs incurred, the necessity of the attorneys' fees and costs, or the accuracy of the attorneys' fees and costs incurred;

110. There is sufficient basis to strike this untimely Opposition pursuant to EDCR 2.21 and NRCP 56(e) and the same can be construed as an admission that the Motion was meritorious and should be granted;

111. On the merits, Plaintiffs' "assumptions" that "attorneys' fees and costs are being requested based upon the Motion to Dismiss" and that "sanctions under Rule 11 for filing a Motion for Preliminary Injunction against Fore Stars Defendants" is incorrect. As made clear by the itemized billing statements submitted by Defendants, none of the attorneys' fees and costs requested within that Motion related to the Motion to Dismiss. Further, this is also clear because at the time the Motion for Attorneys' Fees and Costs was filed, the hearings on the City's Motion to Dismiss, or the remaining Defendants' Motion to Dismiss, had not even occurred;

112. Plaintiffs erroneously claim that Defendants cited "no statutes or written contracts that would allow for attorneys' fees and costs." Defendants clearly cited to NRS 18.010 and EDCR 7.60;

113. The argument that if this Court declines to sanction Plaintiffs' counsel pursuant to NRCP 11, they cannot grant attorneys' fees and costs pursuant to NRS 18.010 and EDCR 7.60 is nonsensical. These are district statutes with distinct bases for awarding fees;

114. This Court was gracious to Plaintiffs' counsel in exercising its sound discretion in denying the Rule 11 request, and had solid ground for awarding EDCR 7.60 sanctions and attorneys' fees under NRS 18.010 under the facts;

115. Since Motion for Attorneys' Fees and Costs, and Supplement, was not relating to the Motion to Dismiss, the arguments regarding the frivolousness of the Amended Complaint need not be addressed within this section;

116. The argument that Plaintiffs are entitled to fees because they "are the prevailing party under the Rule 11 Motion" fails. Defendants prevailed on every Motion. That the Court declined to impose additional sanctions against Plaintiffs' counsel does not make Plaintiffs the "prevailing party," as the Motion for Attorneys' Fees and Costs was granted. Moreover, Plaintiffs have not properly sought Rule 11 sanctions against Defendants;

117. There is no statute or rule that allows for the filing of an Opposition after a Motion has been granted. The Opposition was improper and should not have been belatedly filed. It compelled Defendants to further respond, causing Defendants to incur further unnecessary attorneys' fees and costs;

Plaintiffs' Motion for Court to Reconsider Order of Dismissal

118. Plaintiffs seek reconsideration pursuant to NRCP 60(b) based on the alleged "misrepresentation" of the Defendants regarding the Amended Master Declaration at the November 1, 2016 Hearing;

119. No such "misrepresentation" occurred. The record reflects that Mr. Jimmerson was reading correctly from the first page of the Amended Master Declaration, which states it was "effective October, 2000." The Court understood that to be the effective date and not necessarily the date it was signed or recorded. Defendants also provided the Supplemental Exhibit R which evidenced that the Amended Master Declaration was recorded on August 16, 2002, and reiterated it was "effective October, 2000," as Defendants' counsel accurately stated. This exhibit also negated Plaintiffs' earlier contention that the Amended Master Declaration had not been recorded at all. Therefore, not only was there no misrepresentation, there was transparency by the Defendants in open Court;

120. The Amended Master Declaration did not "take out" the 27-hole golf course from the definition of "Property," as Plaintiffs erroneously now allege. More accurately, it excluded the entire 27-hole golf course from the possible Annexable Property. This means that not only was it never annexed, and therefore never made part of the Queensridge CIC, but it was no longer even *eligible* to be annexed in the future, and thus could never become part of the Queensridge CIC;

121. It is significant, however, that there are two (2) recorded documents, the Master Declaration and the Amended Master Declaration, which both make clear in Recital A that the GC Land, since it was not annexed, is not a part of the Queensridge CIC;

122. Whether the Amended Master Declaration, effective October, 2000, was recorded in October, 2000, March, 2001 or August, 2002, does not matter, because, as Defendants pointed out at the hearing, Mr. Peccole's July 2000 Deed indicated it was "subject to the CC&Rs that were recorded at the time and as may be amended in the future" and that the "CC&Rs which he knew were going to be amended and subject to being amended, were amended;"

123. The only effect of the Amended Master Declaration's language that the "entire 27-hole golf course is not a part of the Property or the Annexable Property" instead of just the "18 holes," is that the 9 holes which were never annexed were no longer even annexable. Effectively, William and Wanda Peccole and their entities took that lot off the table and made clear that this lot would not and could not later become part of the Queensridge CIC;

124. None of that means that the 9-holes was a part of the "Property" before—as this Court clearly found, it was not. The 1996 Master Declaration makes clear that the 9-holes was only Annexable Property, and it could only become "Property" by recording a Declaration of Annexation. This never occurred;

125. The real relevance of the fact that the Amended Master Declaration was recorded, in the context of the Motion to Dismiss, is that, pursuant to *Brelint v. Preferred Equities*, 109 Nev. 842, the Court is permitted to take judicial notice of, and take into consideration, recorded documents in granting or denying a motion to dismiss;

126. Plaintiffs ignore the fact that notwithstanding the fact that the Amended Master Declaration, effective October, 2000, was not recorded until August, 2002, Plaintiffs transferred Deed to their lot twice, once in 2013 into their Trust, and again in September, 2016, both times

after the Amended Master Declaration (which they were, under their Deeds, subject to) was recorded and both times with notice of the development rights and zoning rights associated with the adjacent GC Land;

127. Plaintiffs' argument that the Amended Master Declaration is "invalid" because it "did not contain the certification and signatures of the Association President and Secretary" is irrelevant, since the frivolousness of Plaintiffs' position is based on the original Master Declaration and not the amendment. But this Court notes that the Declarations of Annexation which are recorded do not contain such signatures of the Association President and Secretary either. Hypothetically, if that renders such Declarations of Annexation "invalid," then Parcel 19, where Plaintiffs' home sits, was never properly "annexed" into the Queensridge CIC, and thus Plaintiffs would have no standing to assert the terms of the Master Declaration against anyone, even other members of the Queensridge CIC. This last minute argument is without basis in fact or law;

128. A Motion for reconsideration under EDCR 2.24 is only appropriate when "substantially different evidence is subsequently introduced or the decision is clearly erroneous." *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997). And so motions for reconsideration that present no new evidence or intervening case law are "superfluous," and it is an "abuse of discretion" for a trial court to consider such motions. *Moore v. City of Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (76).

129. Plaintiffs' request that the Order be reconsidered because it does not consider issues subsequent to the City Council Meeting of November 16, 2016 is also without merit. The Motion to Dismiss was heard on November 1, 2016 and the Court allowed the parties until November 15, 2016 to supplement their filings. Although late filed, Plaintiffs did file "Additional Information to Brief," and their "Renewed Motion for Preliminary Injunction," on

November 18, 2016—before issuance of the *Findings of Fact, Conclusions of Law, Order and Judgment* on November 30th --putting the Court on notice of what occurred at the City Council Meeting. However, as found hereinabove, the withdrawal and abeyance of City Council Applications does not matter in relation to the Motion to Dismiss. Plaintiffs did not possess "vested rights" over Defendants' GC Land before the meeting and they do not possess "vested rights" over it now;

130. Plaintiffs' objection to the Findings relating NRS 116, NRS 278, NRS 278A and R-PD7 zoning is also without merit, because those Findings are supported by the Supplements timely filed by Defendants, and those statutes and the zoning issue are all relevant to this case with respect to Defendants' right to develop their land. This was raised and discussed in the Motion to Dismiss and Opposition to the first Motion for Preliminary Injunction, and properly and timely supplemented. Defendants did specifically and timely submit multiple documents, including the Declaration of City Clerk Luann Holmes to attest to the fact that NRS 278A does not apply to this controversy, and thus it is clear that the GC Land is not part of or within a planned unit development. Plaintiffs do not even possess standing to assert a claim under NRS 278A, as they are governed by NRS 116. Further, Defendants' deeds contain no title exception or reference to NRS 278A, as would be required were NRS 278A to apply, which it does not;

131. Recital B of the Master Declaration states that Queensridge is a "common interest community pursuant to Chapter 116 of the Nevada Revised Statutes." Plaintiffs raised issues concerning NRS 278A. While Plaintiffs may not have specifically cited NRS 278A in their Amended Complaint, in paragraph 67, they did claim that "The City of Las Vegas with respect to the Queensridge Master Planned Development required 'open space' and 'flood drainage' upon the acreage designated as golf course (The Badlands Golf Course)." NRS 278A, entitled "Planned Unit Development," contains a framework of law on Planned Unit Developments, as

defined therein, and their 'common open space.' NRS 116.1201(4) states that the provisions of NRS 278A do not apply to NRS 116 common-interest communities like Queensridge. Thus, while Plaintiffs may not have directly mentioned NRS 278A, they did make an allegation invoking its applicability;

132. Zoning on the subject GC Land is appropriately referenced in the November 30, 2016 *Findings of Fact, Conclusions of Law, Order and Judgment,* because Plaintiffs contended that the Badlands Golf Course was open space and drainage, but the Court rejected that argument, finding that the subject GC Land was zoned R-PD7;

133. Plaintiffs now allege that alter-ego claims against the individual Defendants (Lowie, DeHart and Pankratz) should not have been dismissed without giving them a chance to investigate and flush out their allegations through discovery. But no alter ego claims were made, and alter ego is a remedy, not a cause of action. The only Cause of Action in the Amended Complaint that could possibly support individual liability by piercing the corporate veil is the Fraud Cause of Action. The Court has rejected Plaintiffs' Fraud Cause of Action, not solely on the basis that it was not plead with particularity, but, more importantly, on the basis that Plaintiffs failed to state a claim for Fraud because Plaintiffs have never alleged that Lowie, DeHart or Pankratz made any false representations to them prior to their purchase of their lot. The Court further notes that in Plaintiffs' lengthy oral argument before the Court, the Plaintiffs did not even mention its claim for, or a basis for, its fraud claim. The Plaintiffs have offered insufficient basis for the allegations of fraud in the first place, and any attempt to re-plead the same, on this record, is futile;

134. Fraud requires a false representation, or, alternatively an intentional omission when an affirmative duty to represent exists. See *Lubbe v. Barba*, 91 Nev. 596, 541 P.2d 115 (1975). Plaintiffs alleged Fraud against Lowie, DeHart and Pankratz, while admitting they never

spoke with any of the prior to the purchase of their lot and have never spoken to them prior to this litigation. Plaintiffs' Fraud Cause of Action was dismissed because they cannot state facts that would support the elements of Fraud. No amount of additional time will cure this fundamental defect of their Fraud claim;

135. Plaintiffs claim that the GC Land that later became the additional nine holes was "Property" subject to the CC&Rs of the Master Declaration at the time they purchased their lot, because Plaintiffs purchased their lot between execution of the Master Declaration (which contains an exclusion that "The existing 18-hole golf course commonly known as the 'Badlands Golf Course' is not a part of the Property or the Annexable Property") and the Amended and Restated Master Declaration (which provides that "The existing 27-hole golf course commonly known as the 'Badlands Golf Course' is not a part of the Property or the Annexable Property"), is meritless, since it ignores the clear and unequivocal language of Recital A (of both documents) that "In no event shall the term "Property" include any portion of the Annexable Property for which a Declaration of Annexation has not been Recorded…"

136. All three of Plaintiffs' claims for relief in the Amended Complaint are based on the concept of Plaintiffs' alleged vested rights, which do not exist against Defendants;

137. There was no "misrepresentation," and there is no basis to set aside the Order of Dismissal;

138. In order for a complaint to be dismissed for failure to state a claim, it must appear beyond a doubt that the plaintiff could prove no set of facts which, if accepted by the trier of fact, would entitle him or her to relief. *Blackjack Bonding v. City of Las Vegas Mun. Court*, 116 Nev. 1213, 1217, 14 P.3d 1275, 1278 (2000) (emphasis added);

139. It must draw every fair inference in favor of the non-moving party. *Id.* (emphasis added);

140. Generally, the Court is to accept the factual allegations of a Complaint as true on a Motion to Dismiss, but the allegations must be legally sufficient to constitute the elements of the claim asserted. *Carpenter v. Shalev*, 126 Nev. 698, 367 P.3d 755 (2010);

141. Plaintiffs have failed to state a claim upon which relief can be granted, even with every fair inference in favor of Plaintiffs. It appears beyond a doubt that Plaintiffs can prove no set of facts which would entitle them to relief. The Court has grave concerns about Plaintiffs' motives in suing these Defendants for fraud in the first instance;

Defendants' Memorandum of Costs and Disbursements

142. Defendants' Memorandum of Costs and Disbursements was timely filed and served on December 7, 2016;

143. Pursuant to NRS 18.110, Plaintiffs were entitled to file, within three (3) days of service of the Memorandum of Costs, a Motion to Retax Costs. Such a Motion should have been filed on or before December 15, 2016

144. Plaintiffs failed to file any Motion to Retax Costs, or any objection to the costs whatsoever. Plaintiffs have therefore waived any objection to the Memorandum of Costs, and the same is now final;

145. Defendants have provided evidence to the Court along with their Verified Memorandum of Costs and Disbursements, demonstrating that the costs incurred were reasonable, necessary and actually incurred. *Cadle Co. v. Woods & Erickson LLP*, 131 Nev. Adv. Op. 15 (Mar. 26, 2015);

Defendants' Countermotions for Attorneys' Fees and Costs

146. The Court has allowed Plaintiffs to enter thirteen (13) exhibits, only three (3) of which had been previously produced to opposing counsel, by attaching them to Plaintiffs' "*Additional Information to Renewed Motion for Preliminary Injunction*," filed November 28,

2016. The Exhibits should have been submitted and filed on or before November 15, 2016, in advance of the hearing, and shown to counsel before being marked. The Court has allowed Plaintiffs to make a record and to enter never before disclosed Exhibits at this post-judgment hearing, including one document dated January 6, 2017, over Defendants' objection that there has been no Affidavit or competent evidence to support the genuineness and authenticity of these documents, as well as because of their untimely disclosure. The Court notes that Plaintiffs should have been prepared for their presentation and these Exhibits should have been prepared, marked and disclosed in advance, but Plaintiffs failed to do so. *EDCR 7.60(b)(2);*

147. The efforts of Plaintiffs throughout these proceedings to repeatedly, vexatiously attempt to obtain a Preliminary Injunction against Defendants has indeed resulted in prejudice and substantial harm to Defendants. That harm is not only due to being forced to incur attorneys' fees, but harm to their reputation and to their ability to obtain financing or refinancing, just by the pendency of this litigation;

148. Plaintiffs are so close to this matter that even with counsel's experience, he fails to follow the rules in this litigation. Plaintiffs' accusation that the Court was "sleeping" during his oral argument, when the Court was listening intently to all of Plaintiffs' arguments, is objectionable and insulting to the Court. It was extremely unprofessional conduct by Plaintiff;

149. Plaintiffs' claim of an alleged representation that the golf course would never be changed, if true, was alleged to have occurred sixteen (16) years prior to Defendants acquiring the membership interests in Fore Stars, Ltd. Of the nineteen (19) Defendants, twelve (12) were relatives of Plaintiffs or entities of relatives, all of whom were voluntarily dismissed by Plaintiffs. The original Complaint faulted the Peccole Defendants for not "insisting on a restrictive covenant" on the golf course limiting its use, which would not have been necessary if

the Master Declaration applied. This was a confession of the frivolousness of Plaintiffs' position. *NRS 18.010(2)(b); EDCR 7.60(b)(1)*;

150. Between September 1, 2016 and the date of this hearing, there were approximately ninety (90) filings. This multiplication of the proceedings vexatiously is in violation of EDCR 7.60. *EDCR 7.60(b)(3)*;

151. Three (3) Defendants, Lowie, DeHart and Pankratz, were sued individually for fraud, without one sentence alleging any fraud with particularity against these individuals. The maintenance of this action against these individuals is a violation itself of NRS 18.010, as bad faith and without reasonable ground, based on personal animus;

152. Additionally, EDCR 2.30 requires that any Motion to amend a complaint be accompanied by a proposed amended Complaint. Plaintiffs' failure to do so is a violation of EDCR 2.30. EDCR 7.60(b)(4);

153. Plaintiffs violated EDCR 2.20 and EDCR 2.21 by failing to submit their Motions upon sworn Affidavits or Declarations under penalty of perjury, which cannot be cured at the hearing absent a stipulation. *Id.;*

154. Plaintiffs did not file any post-judgment Motions under NRCP 52 or 59, and two of their Motions, namely the *Motion to Reconsider Order of Dismissal* and the *Motion for Evidentiary Hearing and Stay of Order for Rule 11 Fees and Costs*, were untimely filed after the 10 day time limit contained within those rules, or within EDCR 2.24.

155. Plaintiffs also failed to seek leave of the Court prior to filing its Renewed Motion for Preliminary Injunction or its Motion to Reconsider Order of Dismissal. *Id.;*

156. Plaintiffs' Opposition to Countermotion for Attorneys' Fees and Costs, filed January 5, 2017, was an extremely untimely Opposition to the October 21, 2016 Motion for

Attorneys' Fees and Costs, which was due on or before November 10, 2016. All of these are failures or refusals to comply with the Rules. *EDCR 7.60(b)(4);*

157. While it does not believe Plaintiffs are intentionally doing anything nefarious, they are too close to this matter and they have refused to heed the Court's Orders, Findings and rules and their actions have severely harmed the Defendants;

158. While Plaintiffs claim to have researched the *Eagle Thrifty* case prior to filing the initial Complaint, admitting they were familiar with the requirement to exhaust the administrative remedies, they filed the first Motion for Preliminary Injunction anyway, in which they failed to even cite to the *Eagle Thrifty* case, let alone attempt to exhaust their administrative remedies;

159. Plaintiffs' motivation in filing these baseless "preliminary injunction" motions was to interfere with, and delay, Defendants' development of their land, particularly the land adjoining Plaintiffs' lot. But while the facts, law and evidence are overwhelming that Plaintiffs ultimately could not deny Defendants' development of their land, Plaintiffs have continued to maintain this action and forced Defendants to incur substantial attorneys' fees to respond to the unsupported positions taken by Plaintiffs, and their frivolous attempt to bypass City Ordinances and circumvent the legislative process. These actions continue with the current four (4) Motions and the Opposition;

160. Plaintiffs' Renewed Motion for Preliminary Injunction (a sixth attempt), Plaintiffs' untimely Motion to Amend Amended Complaint (with no proposed amendment attached), Plaintiffs' untimely Motion to Reconsider Order of Dismissal, Plaintiffs' Motion for Evidentiary Hearing and Stay of Rule 11 Fees and Costs (which had been denied) and Plaintiffs' untimely Opposition were patently frivolous, unnecessary, and unsupported, and so multiplied the proceedings in this case so as to increase costs unreasonably and vexatiously;

161. Plaintiffs proceed in making "scurrilous allegations" which have no merit, and to asset "vested rights" which they do not possess against Defendants;

162. Considering the length of time that the Plaintiffs have maintained their action, and the fact that they filed four (4) new Motions after dismissal of this action, and ignored the prior rulings of the Court in doing so, and ignored the rules, and continued to name individual Defendants personally with no basis whatsoever, the Court finds that Plaintiffs are seeking to harm the Defendants, their project and their land, improperly and without justification. Plaintiffs' emotional approach and lack of clear analysis or care in the drafting and submission of their pleadings and Motions warrant the award of reasonable attorney's fees and costs in favor of the Defendants and against the Plaintiffs. *See EDCR 7.60 and NRS 18.010(b)(2)*;

163. Pursuant to *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969), Defendants have submitted affidavits regarding attorney's fees and costs they requested, in the sum of $7,500 per Motion. Considering the number of Motions filed by Plaintiffs on an Order Shortening Time, including two not filed or served until December 22, 2016, and an Opposition and Replies to two Motions filed by Plaintiffs on January 5, 2017, which required response in two (2) business days, the requested sum of $7,500 in attorneys' fees per each of the four (4) motions is most reasonable and necessarily incurred. Given the detail within the filings and the timeframe in which they were prepared, the Court finds these sums , totaling $30,000 ($7,500 x 4) to have been reasonably and necessarily incurred;

Plaintiffs' Oral Motion for Stay Pending Appeal.

164. Plaintiffs failed to satisfy the requirements of NRAP 8 and NRCP 62(c). Plaintiffs failed to show that the object of their potential appeal will be defeated if their stay is denied, they failed to show that they would suffer irreparable harm or serious injury if the stay is not issued, and they failed to show a likelihood of success on the merits.

ORDER AND JUDGMENT

NOW, THEREFORE:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that *Plaintiffs' Renewed Motion for Preliminary Injunction* is hereby denied, with prejudice;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs' *Motion For Leave To Amend Amended Complaint*, is hereby denied, with prejudice;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that *Plaintiffs' Motion For Evidentiary Hearing And Stay Of Order For Rule 11 Fees And Costs*, is hereby denied, with prejudice;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that *Plaintiffs' Motion For Court To Reconsider Order Of Dismissal*, is hereby denied, with prejudice;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants' Countermotion to Strike *Plaintiffs' Rogue and Untimely Opposition Filed 1/5/17 (titled Opposition to "Countermotion" but substantively an Opposition to the 10/21/16 Motion for Attorney's Fees And Costs, granted November 21, 2016)*, is hereby granted, and such Opposition is hereby stricken;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants' request for $20,818.72 in costs, including the $5,406 already awarded on November 21, 2016, and the balance of $15,412.72 in costs through October 20, 2016, pursuant to their timely *Memorandum of Costs and Disbursements*, is hereby granted and confirmed to Defendants, no Motion to Retax having been filed by Plaintiffs. Said costs are hereby reduced to Judgment, collectible by any lawful means;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Judgment entered in favor of Defendants and against Plaintiffs in the sum of $82,718.50, comprised of $77,312.50

in attorneys' fees and $5,406 in costs relating only to the preliminary injunction issues after the September 2, 2016 filing of Defendants' first Opposition through the end of the October, 2016 billing cycle, is hereby confirmed and collectible by any lawful means;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants Countermotion for Attorneys' Fees relating to their responses to Plaintiffs four (4) motions and one (1) opposition, and the time for appearance at this hearing, is hereby GRANTED. Defendants are hereby awarded additional attorneys' fees in the sum of $30,000 relating to those matters pending for this hearing;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, therefore, Defendants are awarded a total sum of $128,131.22 ($20,818.72 in attorneys' fees and costs, including the $5,406 in the November 21, 2016 Minute Order and confirmed by the Fee Order filed January 20, 2017, $77,312.50 in attorneys' fees pursuant to the November 21, 2016 Minute Order, as incorporated within and confirmed by Fee Order filed January 20, 2017, and $30,000 in additional attorneys' fees relating to the instant Motions, Oppositions and Countermotions addressed in this Order), which is reduced to judgment in favor of Defendants and against Plaintiffs, collectible by any lawful means, plus legal interest;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs' oral Motion for Stay pending appeal is hereby denied;

DATED this 31 day of January, 2017.

DISTRICT COURT JUDGE
A-16-739654-C

BH

KeyCite Yellow Flag - Negative Treatment
Declined to Extend by City of Reno v. Lars Andersen and Associates, Inc., Nev., April 27, 1995

105 Nev. 92
Supreme Court of Nevada.

NOVA HORIZON, INC., a Nevada corporation, and Nova Invest, a Nevada corporation, Appellants,
v.
The CITY COUNCIL OF THE CITY OF RENO and the members thereof, consisting of Pete Sferrazza, Richard Scott, Janice Pine, Florence Lehners, James Thornton, Dave Howard and Gus Nunez, Respondents.

No. 16555.
|
Feb. 28, 1989.

Developers appealed order of the Second Judicial District Court, Washoe County, Robert L. Schouweiler, J., denying developers' petition for writ of mandamus compelling city to grant applications for zone change, special use permit, and tentative approval of subdivision map. The Supreme Court held that there was no evidentiary basis for city's denial of zone change request.

Reversed in part and remanded.

West Headnotes (4)

[1] **Zoning and Planning**
Presumptions and Burdens
Zoning and Planning
Substantial evidence in general

Actions of zoning authority are presumed valid, and are reviewed only for support by substantial evidence.

1 Cases that cite this headnote

[2] **Zoning and Planning**
Conformity of regulations to comprehensive or general plan

Zoning authority must adopt zoning regulations that are in substantial agreement with the master plan, including any land use guide. N.R.S. 278.010 et seq., 278.250, subd. 2.

5 Cases that cite this headnote

[3] **Zoning and Planning**
Particular Uses or Restrictions

City council's denial of requested zone change to accommodate hotel and casino, when surrounding properties enjoyed the same zoning sought, was without substantial evidentiary basis, and, in rejecting application on ground that new casino would be located outside "downtown area," council failed to accord any deference to its master plan. N.R.S. 278.250, subd. 2.

5 Cases that cite this headnote

[4] **Mandamus**
Nature and grounds

While peremptory writ of mandamus requiring city council to grant application for zone change was appropriate, court refrained from granting similar relief with respect to request for special use permit and tentative approval of subdivision map, as it would have been inappropriate for court to authorize the project.

1 Cases that cite this headnote

Attorneys and Law Firms

**721 *92 James W. Hardesty, Reno, for appellants.

Robert L. Van Wagoner, City Atty., John R. McGlamery, Asst. City Atty., Reno, for respondents.

*93 OPINION

PER CURIAM:[1]

Appellants are developers who planned to build a hotel/convention center (the Project) on land next to the Bally Grand in Reno. Prior to submitting an application for necessary approvals, appellants purchased the land in question. The plot consists of 2.9 acres, bordered on three sides by the Bally Grand. On August 29, 1984, appellants submitted to the Reno Planning Commission an application requesting:

1. a change of zoning, M–1 to C–3;

2. a Special Use Permit; and

3. acceptance of a tentative subdivision map,

to construct a twenty-eight story, 804–room hotel and casino. At that time, the property owned by appellants was zoned M–1 as defined and limited in Section 18.06.270 of the Reno Municipal Code. M–1 zoning allows commercial development but imposes height restrictions of sixty-five feet, which would not accommodate appellants' project as planned. Additionally, M–1 does not allow any residential use and the proposed project was planned to include the sale of 312 units on a time-share basis.

On November 7, 1984, the Reno Planning Commission, by a vote of four to three, recommended to the City Council that it approve the three separate requests. Appellants' **722 application came before respondents on December 10, 1984. At that time, a public hearing was held wherein appellants presented their case and the community was given the opportunity to respond. After the conclusion of testimony, the City Council unanimously voted to deny all of appellants' requests.

On December 24, 1984, the Reno City Attorney presented to *94 respondents a document entitled "Findings and Conclusions." This document consisted of a list of post-hearing considerations developed by the City Attorney and presented to respondents. This document was read into the minutes of the Reno City Council, which approved and adopted it. Thereafter, appellants filed a petition for a writ of mandamus with the district court. An order for issuance of an alternative writ was issued on January 2, 1985. Appellants also filed a motion in limine in an attempt to preclude the use of the document entitled "Findings and Conclusions."

After a hearing on appellants' petition, the district court denied both appellants' motion in limine and their petition for writ of mandamus. In its decision, the court concluded as a matter of law that there was substantial evidence supporting respondents' denial of the zone change, the special use permit, and acceptance of the subdivision map. The district court also held that the City's land use/transportation guide was nothing more than a guide and could not be construed to compel a change in the zoning of property.

[1] We note, preliminarily, that the district court properly subjected the City's action to a substantial evidence standard of review. This court, in addressing the propriety of a district court ruling reversing a zone change approval by the appropriate governmental body, declared:

> Respondents recognize the general rule that a court is not empowered to substitute its judgment for that of a zoning board, in this case the board of county commissioners, when the board's action is supported by substantial evidence.

> The lower court had before it the same evidence as the board. Its function was not to conduct a trial de novo, but only to ascertain as a matter of law if there was any substantial evidence before the board which would sustain the board's action. The function of this court at this time is the same as that of the lower court. [Citation omitted.]

> Under the police power, zoning is a matter within sound legislative action and such legislative action must be upheld if the facts do not show that the bounds of that discretion have been exceeded.

McKenzie v. Shelly, 77 Nev. 237, 240–242, 362 P.2d 268, 269–70 (1961). In *Shelly,* we reversed the district court since the presumptive validity of the board's action was supported by substantial evidence and there was no showing that the board abused its discretion.

*95 Numerous cases support the premise that zoning boards may not unreasonably or arbitrarily deprive property owners of legitimate, advantageous land uses. For example, the Supreme Court of Virginia affirmed a trial court decision holding an unduly restrictive zoning classification void. *Town of Vienna Council v. Kohler,* 218 Va. 966, 244 S.E.2d 542 (1978). The *Kohler* court concluded that "a denial of a rezoning request will not be sustained if under all the facts of the particular case, the denial is unreasonable, or is discriminatory, or is without substantial relationship to the public health, safety, morals and general welfare." *Id.* 244 S.E.2d at 548. *See also,* e.g., *Raabe v. City of Walker,* 383 Mich. 165, 174 N.W.2d 789 (1970) (invalidating rezoning of small enclave in midst of residential area to accommodate an industrial park); *City of Conway v. Housing Authority,* 266 Ark. 404, 584 S.W.2d 10 (1979) (City of Conway directed to rezone property, as the denial of the rezoning request was arbitrary and inconsistent with surrounding zoning); *Lowe v. City of Missoula,* 165 Mont. 38, 525 P.2d 551 (1974) (restrictive zoning impressed on landowner's property was so lacking in fact information as to constitute an abuse of **723 discretion; rezoning held to be invalid). In the latter case, the Montana Supreme Court, quoting from an earlier case, stated:

> Under the guise of protecting the public or advancing its interest, the state may not unduly interfere with private business or prohibit lawful occupations, or impose unreasonable or unnecessary restrictions upon them. Any law or regulation which imposes unjust limitations upon the full use and enjoyment of property, or destroys property value or use, deprives the owner of property rights.

In the instant case, the requested change in zoning was in conformity with the long-range development plans adopted by the City of Reno. The zone change was requested at the suggestion of the Reno City Planning staff and is consistent with the zoning of the surrounding property. Moreover, it appears that appellants may have invested substantial sums of money (allegedly over $1,200,000.00) in land acquisition and project development costs in anticipation of the City's approval of their application.

At the public hearing in which appellants' application was considered, only one person presented opposition to the project and his objections were basically rebuffed by members of the Reno City Council. Nevertheless, the Council unanimously denied approval to what was described as an architecturally "superior" project on the specified grounds that approval would violate a campaign promise against locating new casinos outside the "downtown area" and a similar pledge to diversification that would pay higher employee wages.

In determining whether the action of the Council concerning *96 the zone change was without substantial evidentiary support and, consequently, an abuse of discretion, it is essential to first consider the effect of the City's master plan, as amended, and land use/transportation guide on the Council's latitude in zoning matters.

[2] Chapter 278 of the Nevada Revised Statutes governs many aspects of planning and zoning. It not only provides for the formation and compensation of planning commissions and the adoption of master plans, it also provides for zoning in accordance with an adopted master plan. NRS 278.250(2) provides, in pertinent part: "2. The zoning regulations shall be adopted in accordance with the master plan for land use...." (Emphasis supplied.) This suggests that municipal entities must adopt zoning regulations that are in substantial agreement with the master plan, including a land-use guide if one is also adopted by the city council. Other jurisdictions have construed their statutes as requiring strict conformity between master plans and zoning ordinances, even to the point of requiring changes in zoning after a modification in a master plan. *See Baker v. City of Milwaukie,* 271 Or. 500, 533 P.2d 772 (1975); *Fasano v. Board of County Comm'rs,* 264 Or. 574, 507 P.2d 23 (1973). While such a strict view of the invariable application of a master plan on zoning matters may lend a high degree of predictability to prospective land uses and facilitate usage planning by land owners, we do not perceive the legislative intent to be so confining and inflexible. We therefore choose to view a master plan as a standard that commands deference and a presumption of applicability, rather than a legislative straightjacket from which no leave may be taken. In pertinent part, the Montana Supreme Court analyzed the issue as follows:

> To require strict compliance with the master plan would result in a master plan so unworkable that it would have to be constantly changed to comply with the realities. The master plan is, after all, a plan. On the other hand, to require no compliance at all would defeat the whole idea of planning.

> Why have a plan if the local government units are free to ignore it at any time? The statutes are clear enough to send the message that in reaching zoning decisions, the local governmental **724 unit should at least substantially comply with the comprehensive plan (or master plan).

Little v. Board of County Comm'rs, 631 P.2d 1282, 1293 (Mont.1981).

[3] Having determined that master plans are to be accorded substantial compliance under Nevada's statutory scheme, and recognizing *97 anew the general reluctance to judicially intervene in zoning determinations absent clear necessity, *Board of Comm'rs v. Dayton Dev. Co.*, 91 Nev. 71, 530 P.2d 1187 (1975), we turn now to the issue of respondents' zoning action in the instant case. It is clear on the record that no evidentiary basis exists for the Council's denial of appellants' zone change request. It is equally clear that no deference, let alone a presumptive applicability, was accorded Reno's master plan by the Council. In one instance, an expression of deference to a campaign promise was the stated basis for what was tantamount to a disregard for the master plan. The other expression offered as a specific basis for rejecting appellants' application was a pledge, presumably to constituents, to seek diversification in favor of higher employee wages. The latter point was equally untenable as a basis for zoning denial. Moreover, as noted above, the surrounding properties enjoyed the same zoning sought by appellants and no evidence, let alone reasoning, was presented to justify a denial of appellants' request for rezoning. We therefore are compelled to reverse the district court on this point.

[4] We are not constrained to grant similar relief concerning appellants' request for a special use permit and acceptance of a tentative subdivision map. While the record provides no existing or prospective basis for denying the zone change, we are loathe to direct authorization for a project that may or may not be deserving of the Council's approval. The Council simply did not effectively address the effect of the impact of such a substantial project on the City of Reno. While it may be argued with considerable cogency from the record that appellants justified an approval of their entire application, and that it is unfair to subject them to further proceedings, we nevertheless conclude that it would be unwise and inappropriate for this court to accommodate an approval by forfeiture.

If appellants remain interested in the construction of their project, we will assume that, upon rehearing, the Council will exercise its judgment fairly and in accordance with the merits as reflected by the evidence and deliberations of record.

We realize that our ruling may appear to be inconsistent with our opinion in City Council, *Reno v. Travelers Hotel*, 100 Nev. 436, 683 P.2d 960 (1984), where we affirmed the issuance of a peremptory writ of mandamus requiring approval of a special use permit for a hotel-casino. In that case, however, rezoning was not an issue and the Council was able to focus directly on the project itself. Here, the only specified basis for rejecting appellants' application was essentially the project's location outside the downtown area, a reason which, if implemented, would constitute an inappropriate *de facto* amendment to the City's master *98 plan and land use/transportation guide. We are simply unable to discern from the record that the Council adequately focused its attention on the merits of the project and its total impact on the community. Considerations of public health, safety and welfare demand both such a focused attention and the exercise of a fair and enlightened discretion by the Council based upon substantial evidence.

The judgment of the district court is reversed insofar as the zone change is concerned, and remanded with instructions to issue a peremptory writ of mandamus requiring respondents to grant appellants' application for zone change. The district court shall also modify its judgment to the **725 extent of requiring respondents, upon application by appellants, to entertain anew the merits of appellants' application for special use permit and acceptance of tentative subdivision map, all in accordance with this opinion.

STEFFEN, SPRINGER and MOWBRAY, JJ., and MENDOZA, District Judge,[2] concur.

All Citations

105 Nev. 92, 769 P.2d 721

Footnotes

1 The Honorable Robert E. Rose, Justice, did not participate in the decision of this appeal.

2 The Honorable John F. Mendoza, Judge of the Eighth Judicial District, was designated by the Governor to sit in the place of the Honorable Cliff Young, Chief Justice, who voluntarily recused himself. Nev. Const., art. 6., § 4.

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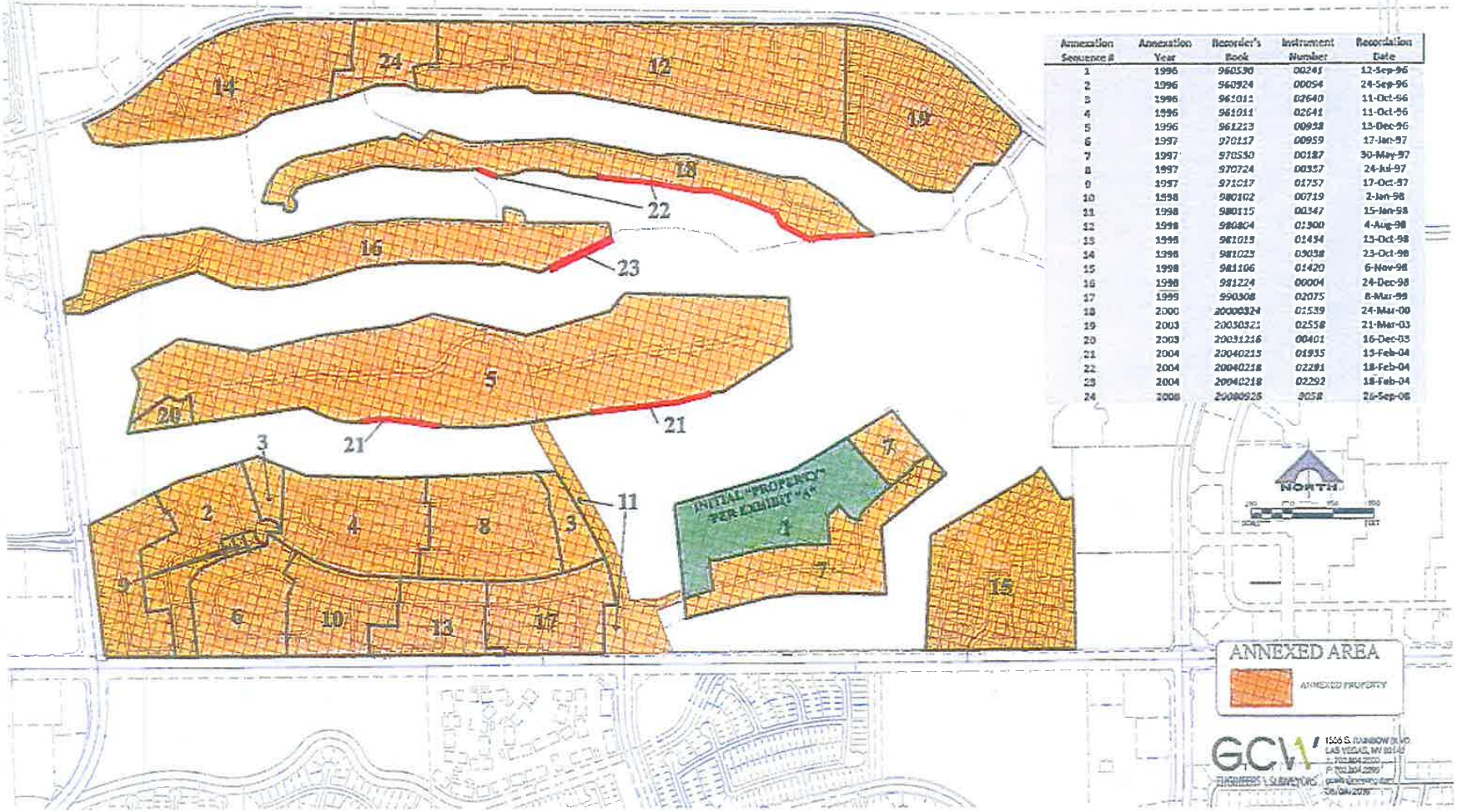
QUEENSRIDGE CIC ANNEXATION HISTORY
"PROPERTY" PER MASTER DECLARATION



Annexation Sequence #	Annexation Year	Recorder's Book	Instrument Number	Recordation Date
1	1996	960530	00241	12-Sep-96
2	1996	960924	00054	24-Sep-96
3	1996	961011	02640	11-Oct-96
4	1996	961011	02641	11-Oct-96
5	1996	961213	00938	13-Dec-96
6	1997	970117	00959	17-Jan-97
7	1997	970530	00187	30-May-97
8	1997	970724	00357	24-Jul-97
9	1997	971017	01757	17-Oct-97
10	1998	980102	00719	2-Jan-98
11	1998	980115	00347	15-Jan-98
12	1998	980804	01900	4-Aug-98
13	1998	981013	01434	13-Oct-98
14	1998	981023	03038	23-Oct-98
15	1998	981106	01420	6-Nov-98
16	1998	981224	00004	24-Dec-98
17	1999	990308	02075	8-Mar-99
18	2000	20000324	01539	24-Mar-00
19	2003	20030321	02558	21-Mar-03
20	2003	20031216	00401	16-Dec-03
21	2004	20040215	01935	15-Feb-04
22	2004	20040218	02291	18-Feb-04
23	2004	20040218	02292	18-Feb-04
24	2008	20080926	0058	26-Sep-08

IN THE SUPREME COURT OF THE STATE OF NEVADA

DAVID AND TOM CASSINELLI,

Appellants,

vs.

HUMBOLDT COUNTY, A POLITICAL SUBDIVISION; AND KENT ANDERSON, PLANNING DIRECTOR,

Respondents.

No. 35649

FILED

JUL 12 2001

JANETTE M. BLOOM
CLERK OF SUPREME COURT
BY
CHIEF DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court order denying appellants', David and Tom Cassinelli, petition for a writ of mandamus. In the underlying case before the district court, appellants argued that the Humboldt County Planning Board erroneously approved several parcel map applications in Paradise Valley that conflicted with the master plan and statutory provisions without public notice.

Appellants contend on appeal that the district court abused its discretion by failing to issue the writ of mandamus because: (1) the district court erred in finding that they were not aggrieved parties who should have been afforded notice of the parcel map applications under statutory and procedural due process provisions; (2) the approval of the parcel map applications was improper because they conflicted with the master plan; (3) the parcel map applicants intentionally evaded subdivision requirements; and (4) the parcel map applicants' failure to apply for a variance from the master plan rendered their application approvals void. We conclude that none of appellants' assignments of error has merit, and we therefore affirm the district court's order.

Our review of the district court's denial of a petition for a writ of mandamus is limited in scope to

(O)-4892

01-11871

determining whether the district court abused its discretion.[1] In doing so, we afford great deference to local determinations regarding zoning.[2]

First, appellants contend that the district court erred in concluding that they were not aggrieved parties and that they therefore were not required to have been given notice of the parcel map applications under NRS 278.464(6), procedural due process or the Open Meeting Law.[3] NRS 278.464(6) permits an applicant or other person aggrieved by a governing board's decision on parcel map applications to appeal that determination as provided in local ordinances.[4] However, NRS 278.464, and other statutory provisions governing zoning and land use planning, do not define "aggrieved party."

In the land use context, this court has interpreted an "aggrieved party" to be "one whose 'personal right or right of property is adversely and substantially affected.'"[5] In City of Reno v. Harris, this court concluded that the City had standing to appeal a local zoning decision because the municipality had "a vested interest in requiring compliance with its land use decisions."[6] Likewise, in Enterprise Citizens v. Clark County Commissioners, this court implicitly concluded that neighboring landowners had standing to appeal a

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[1]County of Clark v. Doumani, 114 Nev. 46, 53 n.2, 952 P.2d 13, 17 n.2 (1998).

[2]See Nevada Contractors v. Washoe County, 106 Nev. 310, 314, 792 P.2d 31, 33 (1990).

[3]The Open Meeting Law is codified at NRS 241.020.

[4]Humboldt County Ordinance 16.16.200 permits an applicant to file an appeal within thirty days from the parcel map application decision.

[5]City of Reno v. Harris, 111 Nev. 672, 676, 895 P.2d 663, 666 (1995) (quoting Estate of Hughes v. First Nat'l Bank, 96 Nev. 178, 180, 605 P.2d 1149, 1150 (1980)).

[6]Id. at 677, 895 P.2d at 666.

(O) 4332

company's request for a zoning variance because substantial evidence indicated that their property rights would be impacted by the residual effects of the company's requested variance, such as increased air and noise pollution.[7]

Appellants assert that they are adjacent landowners to some of the parcel map applicants; however, they do not provide any evidence to support that fact or to indicate that they are adversely impacted by the parcel map applications in any way. Moreover, the record indicates that the parcels complied with the zoning regulations and were not alleged to have any impact outside of the property being parceled. Thus, we conclude that there is no evidence that appellants have shown an adversely or substantially impacted property right that would give them standing to appeal the parcel map application approvals under NRS 278.464(6).

Because appellants lacked standing to appeal the parcel map application approvals, we need not affirmatively address whether NRS 278.464(6) requires public notice of pending parcel map applications. We do note, however, that under traditional statutory interpretation, the absence of any explicit public notice requirement suggests that none is required for those who are not aggrieved.[8] Moreover, because appellants fail to show a substantially impacted property right for purposes of showing they are "aggrieved parties," we conclude that no procedural due process rights are implicated

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[7]112 Nev. 649, 652, 918 P.2d 305, 307 (1996).

[8]See Charlie Brown Constr. Co. v. Boulder City, 106 Nev. 497, 503, 797 P.2d 946, 949 (1990), overruled on other grounds by Calloway v. City of Reno, 116 Nev. 250, 993 P.2d 1259 (2000).

(O)-4892

or affected.[9] Finally, appellants' third argument, that notice was required under the Open Meeting Law, also need not be addressed absent standing to challenge the Planning Board's decisions.

Next, appellants contend that because the parcel map applications did not comply with the Paradise Valley Master Plan, the Planning Board abused its discretion in granting the applications. In County of Clark v. Doumani, we concluded that a master plan is generally afforded a presumption of applicability.[10] But we also stated that master plans "should not be viewed as a 'legislative straightjacket from which no leave can be taken'" - local discretion is permissible.[11]

The statutory language regarding the relationship of master plans and preexisting zoning regulations is somewhat conflicting. NRS 278.250(2) only requires zoning regulations to conform to a master plan when enacted or adopted after the master plan has been passed. NRS 278.0284 provides that subsequent zoning regulations should be adopted in accordance with the master plan and also requires planning boards in counties with 100,000 to 400,000 people to review preexisting land use ordinances after a master plan is adopted. NRS 278.0284 also states that "[i]f any provision of the master plan is inconsistent with any regulation relating to land development, the provision of the master plan governs any action taken in regard to an application for development." But there is no similar provision for counties, such as

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[9]See Burgess v. Storey County, 116 Nev. 121, 124-25, 992 P.2d 856, 858 (2000); see also Bing Construction v. Douglas County, 107 Nev. 262, 266, 810 P.2d 768, 770 (1991).

[10]114 Nev. at 53-54, 952 P.2d at 17 (quoting Enterprise Citizens, 112 Nev. at 659, 918 P.2d at 311).

[11]Id.

(O)-4892

Humboldt County, that have less than 100,000 residents. In contrast, NRS 278.349(3)(e) provides that existing zoning ordinances take precedence over more recent master plans for tentative subdivision maps.

Because the zoning ordinance existed before the Paradise Valley Master Plan, and the county did not revise its zoning ordinances after the master plan was adopted, NRS 278.250(2) does not apply. Moreover, the record indicates that the Planning Board considered the effect of the Master Plan acreage requirement as it pertained to the applications affected by it and concluded that the policy of the Master Plan to maintain a certain quality of life was not contravened by approving these parcel map applications.[12] Because we afford deference to local land use decisions, we conclude that there was no error in approving parcel map applications that did not expressly conform to the master plan, and the district court did not abuse its discretion in denying relief to that effect.

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[12]The section of the Paradise Valley Master Plan dealing with zoning requirements is not a clear-cut acreage requirement, stating:

> This board feels that growth must be carefully planned to maintain the aesthetic quality of our lifestyles. We all choose to live here because of the wide-open spaces and very few neighbors. We are fully aware that often times ranchers and farmers must parcel some of their land in order to maintain their livelihood. We just ask that all of this be well-planned for the health and welfare of our whole community.
>
> This board knows it cannot tell our neighbors how to zone their property. We would highly recommend that all the large property owners re-zone to an agricultural zone of any given size. Agricultural zoning ranges from 2 ½ acres to 80 acres per parcel. We recommend this zoning simply because it will protect the rights

continued on next page . . .

(O)-4892

Appellants also contend that the parcel map application approvals are void because the applicants intentionally evaded subdivision requirements under NRS 278.320, which are more stringent than those for parcel maps under NRS 278.461, by filing multiple applications on a single parcel of land. In Groso v. Lyon County, we concluded that the mere filing of multiple, simultaneous applications on a contiguous tract under the same ownership did not automatically constitute evasion of subdivision requirements absent other evidence that subdivision requirements should have been followed.[13] There is no evidence in this case to suggest that the parcel map applicants filed their applications to purposefully evade subdivision requirements or that other requirements of NRS 278.320 applied. Thus, we conclude that the district court properly denied the petition for a writ of mandamus on those grounds.

Finally, appellants contend that the applicants' failure to apply for a variance from the master plan rendered their applications void. The case law appellants rely on deals only with variances from specific zoning ordinances and not variances from master plans.[14] In fact, we could find no case law or statutes that require deviations from a master plan to be specifically petitioned for.[15] NRS 278.210 and NRS 278.220 provide only for amendments to the master plan itself

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. . . *continued*

to continue raising livestock within the area.

[13]100 Nev. 522, 524, 688 P.2d 302, 303-04 (1984).

[14]See Enterprise Citizens, 112 Nev. at 654, 918 P.2d at 308-09.

[15]See, e.g., Doumani, 114 Nev. at 54, 952 P.2d at 18; City of Reno v. Lars Andersen and Assocs., 111 Nev. 522, 894 P.2d 984 (1995); Nova Horizon v. City Council, 105 Nev. 92, 93, 769 P.2d 721, 721 (1989).

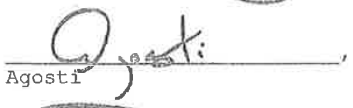
(O)-4892

and not for applications for specific parcels and their compliance with the master plan. Finally, NRS 278.315(1) requires local ordinances to set forth procedures for applying for variances. Humboldt County Ordinance 16.16.160 does not require a variance for a deviation from a master plan.

Accordingly, we conclude that none of appellants' contentions has merit, and that the district court did not abuse its discretion in denying the petition for a writ of mandamus. For the aforementioned reasons, we therefore

ORDER the judgment of the district court AFFIRMED.

_____, J.
Shearing


_____, J.
Agosti

_____, J.
Rose

cc: Hon. Richard Wagner, District Judge
Humboldt County District Attorney
Steven F. Bus
Humboldt County Clerk

(O)-1932

BILL NO. Z-2001-1

ORDINANCE NO.5353

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP ATLAS OF THE CITY OF LAS VEGAS BY CHANGING THE ZONING DESIGNATIONS OF CERTAIN PARCELS OF LAND, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Robert S. Genzer, Director of Planning and Development

Summary: Amends the Official Zoning Map Atlas of the City of Las Vegas by changing the zoning designations of certain parcels of land.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Official Zoning Map Atlas of the City of Las Vegas, as adopted in Title 19A, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by changing the zoning designations for the parcels of land listed in the attached document. The parcels of land have been approved for rezoning by vote of the City Council or by means of a resolution of intent to rezone pursuant to applicable zoning regulations. In each case the conditions of rezoning have been fulfilled, and changing the corresponding zoning designations on the Official Zoning Map Atlas is now indicated. On the attached document, the parcels are listed by Assessor's Parcel Number. The attached document shows, for each parcel, the zoning designation currently shown on the Official Zoning Map Atlas (indicated as "Current Zoning") and the new zoning designation to be shown for the parcel (indicated as "New Zoning").

SECTION 2: Of the parcels referred to in Section 1 of this Ordinance whose rezoning was approved by means of a resolution of intent to rezone, some or all of those resolutions were not reduced to writing--as has been the practice previously. All actions and proceedings by the City concerning the rezoning of those parcels are hereby ratified, approved and confirmed as if the resolutions of intent had been reduced to writing, and the City Council deems that no additional action in that regard is necessary.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof, is for any reason held to be unconstitutional, or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the

City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this 15th day of August, 2001.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Valdsteed 7-6-01
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the 18th day of July, 2001, and referred to the following committee composed of Councilmembers Weekly and L. B. McDonald for recommendation; thereafter the said committee reported favorably on said ordinance on the 15th day of August, 2001, which was a regular meeting of said Council; that at said regular meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": Mayor Goodman and Councilmembers Reese, M. McDonald, Brown, L.B. McDonald, Weekly and Mack

VOTING "NAY": None

ABSENT: None

APPROVED:

OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

Prepared 7/6/2001

PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508415014	R-E	R-PD6	12516616013	U(PCD)	R-PD5	12528712020	R-E	R-PD7	13831614029	U(ML)	R-PD7
12508415015	R-E	R-PD6	12516616014	U(PCD)	R-PD5	12528712021	R-E	R-PD7	13831614030	U(ML)	R-PD7
12508415016	R-E	R-PD6	12516616015	U(PCD)	R-PD5	12528712022	R-E	R-PD7	13831614031	U(ML)	R-PD7
12508415017	R-E	R-PD6	12516616016	U(PCD)	R-PD5	12528712023	R-E	R-PD7	13831614032	U(ML)	R-PD7
12508415018	R-E	R-PD6	12516616017	U(PCD)	R-PD5	12528712024	R-E	R-PD7	13831614033	U(ML)	R-PD7
12508415019	R-E	R-PD6	12516616018	U(PCD)	R-PD5	12528712025	R-E	R-PD7	13831614034	U(ML)	R-PD7
12508415020	R-E	R-PD6	12516616019	U(PCD)	R-PD5	12528712026	R-E	R-PD7	13831614035	U(ML)	R-PD7
12508415021	R-E	R-PD6	12516616020	U(PCD)	R-PD5	12528712027	R-E	R-PD7	13831614036	U(ML)	R-PD7
12508415022	R-E	R-PD6	12516616021	U(PCD)	R-PD5	12528712028	R-E	R-PD7	13831697001	U(ML)	R-PD7
12508415023	R-E	R-PD6	12516616022	U(PCD)	R-PD5	12528712029	R-E	R-PD7	13831697002	U(ML)	R-PD7
12508415024	R-E	R-PD6	12516616023	U(PCD)	R-PD5	12528712030	R-E	R-PD7	13831697003	U(ML)	R-PD7
12508415025	R-E	R-PD6	12516616024	U(PCD)	R-PD5	12528712031	R-E	R-PD7	13831697004	U(ML)	R-PD7
12508415026	R-E	R-PD6	12516616025	U(PCD)	R-PD5	12528712032	R-E	R-PD7	13831697005	U(ML)	R-PD7
12508415027	R-E	R-PD6	12516616026	U(PCD)	R-PD5	12528712033	R-E	R-PD7	13831697006	U(ML)	R-PD7
12508415028	R-E	R-PD6	12516616027	U(PCD)	R-PD5	12528712034	R-E	R-PD7	13831697007	U(ML)	R-PD7
12508415029	R-E	R-PD6	12516616028	U(PCD)	R-PD5	12528712035	R-E	R-PD7	13831697008	U(ML)	R-PD7
12508416001	R-E	R-PD6	12516616029	U(PCD)	R-PD5	12528712036	R-E	R-PD7	13831697009	U(ML)	R-PD7
12508416002	R-E	R-PD6	12516616030	U(PCD)	R-PD5	12528712037	R-E	R-PD7	13831697010	U(ML)	R-PD7
12508416003	R-E	R-PD6	12516616031	U(PCD)	R-PD5	12528712038	R-E	R-PD7	13831697011	U(ML)	R-PD7
12508416004	R-E	R-PD6	12516616032	U(PCD)	R-PD5	12528712039	R-E	R-PD7	13831710001	U(ML)	R-PD7
12508416005	R-E	R-PD6	12516616033	U(PCD)	R-PD5	12528712040	R-E	R-PD7	13831710002	U(ML)	R-PD7
12508416006	R-E	R-PD6	12516616034	U(PCD)	R-PD5	12528712041	R-E	R-PD7	13831710003	U(ML)	R-PD7
12508416007	R-E	R-PD6	12516616035	U(PCD)	R-PD5	12528712042	R-E	R-PD7	13831710004	U(ML)	R-PD7
12508416008	R-E	R-PD6	12516616036	U(PCD)	R-PD5	12528712043	R-E	R-PD7	13831710005	U(ML)	R-PD7
12508416009	R-E	R-PD6	12516616037	U(PCD)	R-PD5	12528712044	R-E	R-PD7	13831710006	U(ML)	R-PD7
12508416010	R-E	R-PD6	12516616038	U(PCD)	R-PD5	12528712045	R-E	R-PD7	13831710007	U(ML)	R-PD7
12508416011	R-E	R-PD6	12516616039	U(PCD)	R-PD5	12528712046	R-E	R-PD7	13831710008	U(ML)	R-PD7
12508416012	R-E	R-PD6	12516616040	U(PCD)	R-PD5	12528712047	R-E	R-PD7	13831710009	U(ML)	R-PD7
12508416013	R-E	R-PD6	12516616041	U(PCD)	R-PD5	12528712048	R-E	R-PD7	13831710010	U(ML)	R-PD7
12508416014	R-E	R-PD6	12516616042	U(PCD)	R-PD5	12528712049	R-E	R-PD7	13831710011	U(ML)	R-PD7
12508416015	R-E	R-PD6	12516616043	U(PCD)	R-PD5	12528712050	R-E	R-PD7	13831710012	U(ML)	R-PD7
12508416016	R-E	R-PD6	12516616044	U(PCD)	R-PD5	12528712051	R-E	R-PD7	13831711001	U(ML)	R-PD7
12508416017	R-E	R-PD6	12516616045	U(PCD)	R-PD5	12528712052	R-E	R-PD7	13831711002	U(ML)	R-PD7
12508416018	R-E	R-PD6	12516616046	U(PCD)	R-PD5	12528712053	R-E	R-PD7	13831711003	U(ML)	R-PD7
12508416019	R-E	R-PD6	12516616047	U(PCD)	R-PD5	12528712054	R-E	R-PD7	13831712001	U(ML)	R-PD7
12508416020	R-E	R-PD6	12516616048	U(PCD)	R-PD5	12528712055	R-E	R-PD7	13831712002	U(ML)	R-PD7
12508416021	R-E	R-PD6	12516616049	U(PCD)	R-PD5	12528712056	R-E	R-PD7	13831712003	U(ML)	R-PD7
12508416022	R-E	R-PD6	12516616050	U(PCD)	R-PD5	12528712057	R-E	R-PD7	13831712004	U(ML)	R-PD7
12508416023	R-E	R-PD6	12516616051	U(PCD)	R-PD5	12528712058	R-E	R-PD7	13831797001	U(ML)	R-PD7
12508416024	R-E	R-PD6	12516616052	U(PCD)	R-PD5	12528712059	R-E	R-PD7	13831797002	U(ML)	R-PD7
12508416025	R-E	R-PD6	12516616053	U(PCD)	R-PD5	12528712060	R-E	R-PD7	13831797003	U(ML)	R-PD7
12508416026	R-E	R-PD6	12516616054	U(PCD)	R-PD5	12528712061	R-E	R-PD7	13831810001	U(ML)	R-PD7
12508416027	R-E	R-PD6	12516616055	U(PCD)	R-PD5	12528712062	R-E	R-PD7	13831810002	U(ML)	R-PD7
12508416028	R-E	R-PD6	12516616056	U(PCD)	R-PD5	12528712063	R-E	R-PD7	13831810003	U(ML)	R-PD7
12508497001	R-E	R-PD6	12516616057	U(PCD)	R-PD5	12528712064	R-E	R-PD4	13831810004	U(ML)	R-PD7
12508497002	R-E	R-PD6	12516697001	R-E	R-PD6	12528712065	R-E	R-PD4	13831810005	U(ML)	R-PD7
12508497003	R-E	R-PD6	12516697002	R-E	R-PD6	12528712066	R-E	R-PD4	13831810006	U(ML)	R-PD7
12508497004	R-E	R-PD6	12516697003	R-E	R-PD6	12528712067	R-E	R-PD4	13831810007	U(ML)	R-PD7
12508497005	R-E	R-PD6	12516697004	U(PCD)	R-PD5	12528712068	R-E	R-PD4	13831810008	U(ML)	R-PD7
12508497006	R-E	R-PD6	12516697005	U(PCD)	R-PD5	12528712069	R-E	R-PD4	13831810009	U(ML)	R-PD7
12508497007	R-E	R-PD6	12516697006	U(PCD)	R-PD5	12528712070	R-E	R-PD4	13831810010	U(ML)	R-PD7
12508497008	R-E	R-PD6	12516697007	U(PCD)	R-PD5	12528712071	R-E	R-PD7	13831810011	U(ML)	R-PD7
12508610001	U(PCD)	R-PD2	12516697008	U(PCD)	R-PD5	12528810001	R-E	R-PD6	13831810012	U(ML)	R-PD7
12508610002	U(PCD)	R-PD2	12516697009	U(PCD)	R-PD5	12528810002	R-E	R-PD6	13831810013	U(ML)	R-PD7
12508610003	U(PCD)	R-PD2	12516697010	U(PCD)	R-PD5	12528810003	R-E	R-PD6	13831810014	U(ML)	R-PD7
12508610004	U(PCD)	R-PD2	12516697011	U(PCD)	R-PD5	12528810004	R-E	R-PD6	13831810015	U(ML)	R-PD7

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Prepared 7/6/2001

PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508320001	R-E	R-PD6	12516613003	R-E	R-PD6	12526510047	R-E	R-PD3	13831420002	U(ML)	R-PD7
12508320002	R-E	R-PD6	12516613004	R-E	R-PD6	12526510048	R-E	R-PD3	13831420003	U(ML)	R-PD7
12508320003	R-E	R-PD6	12516613005	R-E	R-PD6	12526597001	R-E	R-PD3	13831420004	U(ML)	R-PD7
12508320004	R-E	R-PD6	12516613006	R-E	R-PD6	12526597002	R-E	R-PD3	13831420005	U(ML)	R-PD7
12508320005	R-E	R-PD6	12516613007	R-E	R-PD6	12527312001	U(ML)	R-CL	13831420006	U(ML)	R-PD7
12508320006	R-E	R-PD6	12516613008	R-E	R-PD6	12527312002	U(ML)	R-CL	13831420007	U(ML)	R-PD7
12508320007	R-E	R-PD6	12516613009	R-E	R-PD6	12527312003	U(ML)	R-CL	13831420008	U(ML)	R-PD7
12508320008	R-E	R-PD6	12516613010	R-E	R-PD6	12527312004	U(ML)	R-CL	13831420009	U(ML)	R-PD7
12508320009	R-E	R-PD6	12516613011	R-E	R-PD6	12527312005	U(ML)	R-CL	13831420010	U(ML)	R-PD7
12508320010	R-E	R-PD6	12516613012	R-E	R-PD6	12527312006	U(ML)	R-CL	13831420011	U(ML)	R-PD7
12508320011	R-E	R-PD6	12516613013	R-E	R-PD6	12527312007	U(ML)	R-CL	13831420012	U(ML)	R-PD7
12508320012	R-E	R-PD6	12516613014	R-E	R-PD6	12527312008	U(ML)	R-CL	13831420013	U(ML)	R-PD7
12508320013	R-E	R-PD6	12516613015	R-E	R-PD6	12527312009	U(ML)	R-CL	13831420014	U(ML)	R-PD7
12508320014	R-E	R-PD6	12516613016	R-E	R-PD6	12527312010	U(ML)	R-CL	13831420015	U(ML)	R-PD7
12508320015	R-E	R-PD6	12516613017	R-E	R-PD6	12527312011	U(ML)	R-CL	13831420016	U(ML)	R-PD7
12508320016	R-E	R-PD6	12516613018	R-E	R-PD6	12527312012	U(ML)	R-CL	13831420017	U(ML)	R-PD7
12508320017	R-E	R-PD6	12516613019	R-E	R-PD6	12527312013	U(ML)	R-CL	13831420018	U(ML)	R-PD7
12508320018	R-E	R-PD6	12516613020	R-E	R-PD6	12527312014	U(ML)	R-CL	13831420019	U(ML)	R-PD7
12508320019	R-E	R-PD6	12516613021	R-E	R-PD6	12527312015	U(ML)	R-CL	13831420020	U(ML)	R-PD7
12508320020	R-E	R-PD6	12516613022	R-E	R-PD6	12527312016	U(ML)	R-CL	13831420021	U(ML)	R-PD7
12508320021	R-E	R-PD6	12516613023	R-E	R-PD6	12527312017	U(ML)	R-CL	13831420022	U(ML)	R-PD7
12508320022	R-E	R-PD6	12516613024	R-E	R-PD6	12527312018	U(ML)	R-CL	13831420023	U(ML)	R-PD7
12508320023	R-E	R-PD6	12516613025	R-E	R-PD6	12527312019	U(ML)	R-CL	13831420024	U(ML)	R-PD7
12508320024	R-E	R-PD6	12516613026	R-E	R-PD6	12527312020	U(ML)	R-CL	13831420025	U(ML)	R-PD7
12508320025	R-E	R-PD6	12516613027	R-E	R-PD6	12527312021	U(ML)	R-CL	13831420026	U(ML)	R-PD7
12508320026	R-E	R-PD6	12516613028	R-E	R-PD6	12527312022	U(ML)	R-CL	13831420027	U(ML)	R-PD7
12508320027	R-E	R-PD6	12516613029	R-E	R-PD6	12527312023	U(ML)	R-CL	13831420028	U(ML)	R-PD7
12508320028	R-E	R-PD6	12516613030	R-E	R-PD6	12527312024	U(ML)	R-CL	13831421001	U(ML)	R-PD7
12508320029	R-E	R-PD6	12516613031	R-E	R-PD6	12527312025	U(ML)	R-CL	13831421002	U(ML)	R-PD7
12508321001	R-E	R-PD6	12516613032	R-E	R-PD6	12527312026	U(ML)	R-CL	13831421003	U(ML)	R-PD7
12508321002	R-E	R-PD6	12516613033	R-E	R-PD6	12527312027	U(ML)	R-CL	13831421004	U(ML)	R-PD7
12508321003	R-E	R-PD6	12516613034	R-E	R-PD6	12527312028	U(ML)	R-CL	13831421005	U(ML)	R-PD7
12508321004	R-E	R-PD6	12516613035	R-E	R-PD6	12527312029	U(ML)	R-CL	13831421006	U(ML)	R-PD7
12508321005	R-E	R-PD6	12516613036	R-E	R-PD6	12527312030	U(ML)	R-CL	13831421007	U(ML)	R-PD7
12508321006	R-E	R-PD6	12516613037	R-E	R-PD6	12527312031	U(ML)	R-CL	13831421008	U(ML)	R-PD7
12508321007	R-E	R-PD6	12516613038	R-E	R-PD6	12527312032	U(ML)	R-CL	13831421009	U(ML)	R-PD7
12508321008	R-E	R-PD6	12516613039	R-E	R-PD6	12527312033	U(ML)	R-CL	13831421010	U(ML)	R-PD7
12508321009	R-E	R-PD6	12516613040	R-E	R-PD6	12527312034	U(ML)	R-CL	13831421011	U(ML)	R-PD7
12508321010	R-E	R-PD6	12516613041	R-E	R-PD6	12527312035	U(ML)	R-CL	13831421012	U(ML)	R-PD7
12508321011	R-E	R-PD6	12516613042	R-E	R-PD6	12527312036	U(ML)	R-CL	13831421013	U(ML)	R-PD7
12508321012	R-E	R-PD6	12516613043	R-E	R-PD6	12527312037	U(ML)	R-CL	13831421014	U(ML)	R-PD7
12508321013	R-E	R-PD6	12516613044	R-E	R-PD6	12527312038	U(ML)	R-CL	13831422001	U(ML)	R-PD7
12508321014	R-E	R-PD6	12516613045	R-E	R-PD6	12527312039	U(ML)	R-CL	13831422002	U(ML)	R-PD7
12508321015	R-E	R-PD6	12516613046	R-E	R-PD6	12527312040	U(ML)	R-CL	13831497001	U(ML)	R-PD7
12508321016	R-E	R-PD6	12516613047	R-E	R-PD6	12527312041	U(ML)	R-CL	13831497002	U(ML)	R-PD7
12508321017	R-E	R-PD6	12516613048	R-E	R-PD6	12527312042	U(ML)	R-CL	13831497003	U(ML)	R-PD7
12508321018	R-E	R-PD6	12516613049	R-E	R-PD6	12527312043	U(ML)	R-CL	13831497004	U(ML)	R-PD7
12508321019	R-E	R-PD6	12516613050	R-E	R-PD6	12528710001	R-E	R-PD4	13831497005	U(ML)	R-PD7
12508321020	R-E	R-PD6	12516613051	R-E	R-PD6	12528710002	R-E	R-PD4	13831497006	U(ML)	R-PD7
12508321021	R-E	R-PD6	12516613052	R-E	R-PD6	12528710003	R-E	R-PD4	13831497007	U(ML)	R-PD7
12508321022	R-E	R-PD6	12516613053	R-E	R-PD6	12528710004	R-E	R-PD4	13831497008	U(ML)	R-PD7
12508321023	R-E	R-PD6	12516614001	R-E	R-PD6	12528710005	R-E	R-PD4	13831497009	U(ML)	R-PD7
12508397001	R-E	R-PD6	12516614002	R-E	R-PD6	12528710006	R-E	R-PD4	13831497010	U(ML)	R-PD7
12508397002	R-E	R-PD6	12516614003	R-E	R-PD6	12528710007	R-E	R-PD4	13831497011	U(ML)	R-PD7
12508397003	R-E	R-PD6	12516614004	R-E	R-PD6	12528710008	R-E	R-PD4	13831497012	U(ML)	R-PD7
12508397004	R-E	R-PD6	12516614005	R-E	R-PD6	12528710009	R-E	R-PD4	13831610002	U(PR)	R-PD7

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Prepared 7/6/2001

PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508212001	R-E	R-PD6	12516511074	R-E	R-PD6	12525810031	R-E	R-1	13828224075	U(M)	R-PD20
12508212002	R-E	R-PD6	12516511075	R-E	R-PD6	12525810032	R-E	R-1	13828224076	U(M)	R-PD20
12508212003	R-E	R-PD6	12516511076	R-E	R-PD6	12525810033	R-E	R-1	13828224077	U(M)	R-PD20
12508212004	R-E	R-PD6	12516511077	R-E	R-PD6	12525810034	R-E	R-1	13828224078	U(M)	R-PD20
12508212005	R-E	R-PD6	12516511078	R-E	R-PD6	12525810035	R-E	R-1	13828224079	U(M)	R-PD20
12508212006	R-E	R-PD6	12516511079	R-E	R-PD6	12525810036	R-E	R-1	13828224080	U(M)	R-PD20
12508212007	R-E	R-PD6	12516511080	R-E	R-PD6	12525810037	R-E	R-1	13828224081	U(M)	R-PD20
12508212008	R-E	R-PD6	12516511081	R-E	R-PD6	12525810038	R-E	R-1	13828224082	U(M)	R-PD20
12508212009	R-E	R-PD6	12516511082	R-E	R-PD6	12525810039	R-E	R-1	13828224083	U(M)	R-PD20
12508212010	R-E	R-PD6	12516511083	R-E	R-PD6	12525810040	R-E	R-1	13828224084	U(M)	R-PD20
12508212011	R-E	R-PD6	12516511084	R-E	R-PD6	12525810041	R-E	R-1	13828224085	U(M)	R-PD20
12508212012	R-E	R-PD6	12516511085	R-E	R-PD6	12525810042	R-E	R-1	13828224086	U(M)	R-PD20
12508212013	R-E	R-PD6	12516511086	R-E	R-PD6	12525810043	R-E	R-1	13828224087	U(M)	R-PD20
12508212014	R-E	R-PD6	12516511087	R-E	R-PD6	12525810044	R-E	R-1	13828224088	U(M)	R-PD20
12508212015	R-E	R-PD6	12516511088	R-E	R-PD6	12525810045	R-E	R-1	13828224089	U(M)	R-PD20
12508212016	R-E	R-PD6	12516511089	R-E	R-PD6	12525810046	R-E	R-1	13828224090	U(M)	R-PD20
12508212017	R-E	R-PD6	12516511090	R-E	R-PD6	12525810047	R-E	R-1	13828224091	U(M)	R-PD20
12508212018	R-E	R-PD6	12516511091	R-E	R-PD6	12525810048	R-E	R-1	13828224092	U(M)	R-PD20
12508212019	R-E	R-PD6	12516511092	R-E	R-PD6	12525810049	R-E	R-1	13828224093	U(M)	R-PD20
12508212020	R-E	R-PD6	12516511093	R-E	R-PD6	12525810050	R-E	R-1	13828224094	U(M)	R-PD20
12508212021	R-E	R-PD6	12516511094	R-E	R-PD6	12525810051	R-E	R-1	13828224095	U(M)	R-PD20
12508212022	R-E	R-PD6	12516511095	R-E	R-PD6	12525810052	R-E	R-1	13828224096	U(M)	R-PD20
12508212023	R-E	R-PD6	12516511096	R-E	R-PD6	12525810053	R-E	R-1	13828224097	U(M)	R-PD20
12508212024	R-E	R-PD6	12516511097	R-E	R-PD6	12525810054	R-E	R-1	13828224098	U(M)	R-PD20
12508212025	R-E	R-PD6	12516511098	R-E	R-PD6	12525810055	R-E	R-1	13828224099	U(M)	R-PD20
12508212026	R-E	R-PD6	12516511099	R-E	R-PD6	12525810056	R-E	R-1	13828224100	U(M)	R-PD20
12508212027	R-E	R-PD6	12516511100	R-E	R-PD6	12525810057	R-E	R-1	13828224101	U(M)	R-PD20
12508212028	R-E	R-PD6	12516511101	R-E	R-PD6	12525810058	R-E	R-1	13828224102	U(M)	R-PD20
12508212029	R-E	R-PD6	12516512001	R-E	R-PD6	12525810059	R-E	R-1	13828224103	U(M)	R-PD20
12508212030	R-E	R-PD6	12516512002	R-E	R-PD6	12525810060	R-E	R-1	13828224104	U(M)	R-PD20
12508213001	R-E	R-PD3	12516512003	R-E	R-PD6	12525810061	R-E	R-1	13828224105	U(M)	R-PD20
12508213002	R-E	R-PD3	12516512004	R-E	R-PD6	12525810062	R-E	R-1	13828224106	U(M)	R-PD20
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12508213004	R-E	R-PD3	12516512006	R-E	R-PD6	12525810064	R-E	R-1	13828297014	U(M)	R-PD20
12508213005	R-E	R-PD3	12516512007	R-E	R-PD6	12525810065	R-E	R-1	13828297015	U(M)	R-PD20
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12508213007	R-E	R-PD3	12516512009	R-E	R-PD6	12525810067	R-E	R-1	13831212004	U(ML)	R-PD7
12508213008	R-E	R-PD3	12516512010	R-E	R-PD6	12525810068	R-E	R-1	13831213001	U(ML)	R-PD7
12508213009	R-E	R-PD3	12516512011	R-E	R-PD6	12525810069	R-E	R-1	13831213002	U(ML)	R-PD7
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12508213022	R-E	R-PD3	12516512024	R-E	R-PD6	12525810082	R-E	R-1	13831214002	U(ML)	R-PD7
12508213023	R-E	R-PD3	12516512025	R-E	R-PD6	12525810083	R-E	R-1	13831214003	U(ML)	R-PD7
12508213024	R-E	R-PD3	12516512026	R-E	R-PD6	12525810084	R-E	R-1	13831214004	U(ML)	R-PD7
12508213025	R-E	R-PD3	12516513001	R-E	R-PD6	12525810085	R-E	R-1	13831214005	U(ML)	R-PD7
12508214001	R-E	R-PD6	12516513002	R-E	R-PD6	12525810086	R-E	R-1	13831214006	U(ML)	R-PD7

18.67 *

FORE00108

Prepared 7/6/2001

PARCEL NUMBER	ZONING	CURRENT ZONING	PARCEL NUMBER	ZONING	NEW ZONING	PARCEL NUMBER	ZONING	NEW ZONING
1250821700S	R-E	R-PD6	12516513059	R-E	R-PD6	12525811050	R-E	R-CL	13B3129700A	UPAL	R-PD7
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1250821800s	R-E	R-PD6	12516514012	R-E	R-PD6	12525811104	R-E	R-CL	13B3131100g	UPAL	R-PD7
1250821800t	R-E	R-PD6	12516514013	R-E	R-PD6	12525811105	R-E	R-CL	13B3131100h	UPAL	R-PD7

184.83

THE JIMMERSON LAW FIRM
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

James J. Jimmerson*
Michael C. Flaxman
Kristine Brewer

*ALSO ADMITTED IN CALIFORNIA
**MEMBER, NATIONAL TRIAL LAWYERS
TOP 100 LAWYERS
**MARTINDALE-HUBBELL "AV" PREEMINENT
**SUPER LAWYERS BUSINESS LITIGATION
**STEPHEN NAIFEH "BEST LAWYERS"
**RECIPIENT OF THE PRESTIGIOUS ELLIS ISLAND
MEDAL OF HONOR, 2012
**FELLOW, AMERICAN ACADEMY
OF MATRIMONIAL LAWYERS
**DIPLOMAT, AMERICAN COLLEGE
OF FAMILY TRIAL LAWYEERS
**FAMILY LAW SPECIALIST, NEVADA STATE BAR

December 7, 2016

By Email and U.S. Mail
Brad Jerbic, Esq.
Las Vegas City Attorney
Las Vegas City Hall
495 S. Main Street
Las Vegas, NV 89101

Dear Mr. Jerbic:

This letter is communicated to you and to your City Manager and the Honorable City Councilpersons to address a serious issue that threatens to deprive our clients' land use and property rights that we would ask you to address and correct immediately.

Our firm has the privilege and pleasure of representing land owners Fore Stars, Ltd., 180 Land Co., LLC and Seventy Acres, LLC, and those companies' manager, EHB Companies, LLC. Our clients have had the privilege of appearing before the City Planning Commission on October 18, 2016, and before the City Council on November 16, 2016.

Following the City Council's meeting, our clients decided that they desire to develop a portion of the land owned by 180 Land Co., LLC, to develop 61 homes on approximately 35 acres of land which is presently zoned R-PD7, and in a manner that is compatible with existing housing, compatible with existing density, lot sizes, and landscape requirements, and otherwise meets the requirements of the City relative to the development of single family residence homes.

In Pre-Application prior meeting(s) with the City of Las Vegas Department of Planning, and others, our clients have been advised that a General Plan Amendment to the General Plan, which is also known as the City Master Plan, was not needed in conjunction with our clients proposed development of 61 houses on approximately 35 acres. It was not needed because at the time of the Property being zoned in 1990, as detailed by Mr. Jerbic in communications at the City Planning Commission and the City Council, as well as in private communications with our clients and others, that hard zoning at R-PD7 had been placed upon this property in 1990 without any type of a conflicting Master Plan. The hard zoning was confirmed by City Ordinance in 2001.

However, our clients have been advised earlier today, Wednesday, December 7, 2016, a day that will forever live in infamy, that a General Plan Amendment is required to be filed

contemporaneously with the site plan development for 61 lots on the 35 acres, without which, according to Mr. Swanton, the application for approval of the 61 lots on the 35 acres "would not be accepted."

Our clients have been advised exactly the opposite on multiple occasions prior to today, specifically, that a General Plan Amendment was not required, and if it were to be required, it could be done later on in the project and did not have to be filed concurrently with the submission of the tentative map, and certainly was not something that would be required as a condition to the City Planning Department considering the tentative map for 61 homes on the 35 acres. The basis for this, it now appears, comes from a new position of the City of Las Vegas that there exists a General Plan designation of PR-OS upon the land owned by our clients, for which the tentative map applies and that somehow the General Plan or PR-OS must be amended to Medium Residential Development as part of the application as a condition to develop these homes.

Reference is made to the letter of Frank Pankratz to Tom Perrigo of today's date, which is quoted herein verbatim, as follows:

> "Tom,
>
> We wanted to follow-up to the telephone conversation of today with Peter, Chris Kaempfer and I concerning the apparent PROS general plan designation on the property on which The Badlands golf course was operated ("Property"). We have researched extensively the issue of when, or if, the general plan designation of PROS was placed on the Property.
>
> First, we can find absolutely no evidence that the PROS designation was in place on the Property prior to 1997; which means it clearly could not have been in place prior to the time the RPD-7 designation was established for the Property. The 27-golf course was not completed until 1997 to 1999, and as such, the PROS designation could not have been added before that time period. Further your office has advised us that the designation, if it exists occurred much later perhaps 2015, although you told us that you "could not find" any record of the designation. The attached two letters would further confirm that.
>
> Secondly, and more important fundamentally, we can find absolutely no evidence that the PROS general plan designation was placed on the Property through a formal, publicly noticed hearing process. Unless The City can direct us to the date and time that this formal, public hearing process took place, we must assume that the general plan designation of PROS, if designated at all, was placed on the Property through an administrative process or action of some kind. It is our understanding that a general plan designation on property cannot be added or changed except through a formal, public hearing process with all affected property

owners having reasonable notice and an opportunity to be heard. So if, in fact, no such public hearing process took place, the general plan designation of PROS, if it exists, was placed on the Property inappropriately and improperly and is not valid. We must therefore insist that any such PROS designation be removed from the Property forthwith.

In reading NRS 278.349 (3) (e), the PROS designation, even if such a designation exists, does not affect the existing R-PD7 zoning on the Property or the development rights we have under that existing zoning designation. The PROS general plan designation, if it exists at all, is clearly improperly on the Property and must be removed. If The City is taking the positon that the PROS General Plan designation does in fact exist on the Property, than The City has severely damaged the Property for which The City, at the least, would be responsible. Thank you for your immediate attention to this matter.

180 Land Co LLC, Seventy Acres LLC and Fore Stars Ltd.
Nevada limited liability companies

By: EHB Companies LLC
a Nevada limited liability company
Its: Manager

By: _____
Name: Frank Pankratz
Its: Manager
Date: _____"

(A copy of this letter and its two attachments are enclosed herewith).

The City's position, quite candidly, constitutes improper conduct by the City of Las Vegas. Please see Section 3 on Page 2 of the attached Ordinance #3636, which adopted the City of Las Vegas' "General Plan". This is the General Plan that was adopted prior to the 2020 Master Plan in September of 2000. It states, "The adoption of the General Plan referred to in this Ordinance shall not be deemed to modify or invalidate any proceeding, zoning designation, or development approval that occurred before the adoption of the Plan nor shall it be deemed to affect the Zoning Map adopted by and referred to in LVMC 19.02.040."

In this regard, we would like to have the following questions answered by the City of Las Vegas in the next 10 days:

1. If the City's position is that there exists a PROS Master Plan designation on the Property owned by our clients, on what date and by what action was this Master Plan designation imposed upon that Property?

   Please provide copies of all such actions by the City Planning Commission and City Council, as provided by NRS 278.240.

2. What written notice was given to the landowners of the Property with regard to a PROS Master Plan land use designation? And when? In this regard, who was given written notice in conformance with the Nevada Revised Statutes?

   Please provide copies of any and all written document(s) or notice(s) you may claim was given to the landowners, the landowners within 750 feet of the property, and the thirty (30) closest landowners as specified in NRS 278.260.

3. If the City of Las Vegas has placed without notice to the Property Owners a PR-OS land designation upon earlier-zoned R-PD7 Property, what remedies does the Property Owner possess?

This new position by the City of Las Vegas, in our view, appears to be fabricated, and/or fraudulent, a breach of our clients' rights, and completely at odds with all prior representations in writing or otherwise that have been made by the City and its representatives to our clients. Any type of maintenance of such an improper position constitutes an intentional action on the part of the City of Las Vegas which places itself on a collision course with our clients' dedicated rights to development on their Property.

If we are misunderstanding the City's new position, we ask you for an immediate clarification.

We look forward to your response to these questions, and to your explanation as to why the City is now taking this position of requiring a GPA as a condition to submit our clients' tentative map request by our clients to build its property.

If, in fact, the City of Las Vegas is attempting to improperly add conditions and/or restrictions to the use of our clients' Property, such actions clearly expose the City of Las Vegas to liability and substantial money damages together with our clients' rights to receive equitable and injunctive relief. The same could constitute a taking. Regardless, any attempts to impose a PR-OS land designation upon our clients' property is illegal, invalid and unenforceable, and the same should be struck down. Such actions by the City constitute irreparable injury to our clients, harm the enjoyment and use of their Property, and about which our clients can establish a likelihood of success on the merits.

Our clients simply wish to develop their Property based on existing zoning and land use rights and wish to work with the City of Las Vegas in a proper manner. The City's action to attempt to impose a Master Plan (General Plan) Amendment of PR-OS land designation upon our clients' property is improper and should not stand.

Thank you in advance for your anticipated consideration, cooperation, and comprehensive response.

Sincerely,

THE JIMMERSON LAW FIRM, P.C.

James J. Jimmerson, Esq.
JJJ/sp/ks

cc: Carolyn Goodman, Mayor
Steven D. Ross
Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers
Betsy Fretwell, City Manager
Tom Perrigo
Yohan Lowie
Vickie DeHart
Frank Pankratz
Todd Davis, Esq.
Chris Kaempfer, Esq.

Tom,

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180 Land Co LLC, Seventy Acres LLC and Fore Stars Ltd.
Nevada limited liability companies

By: EHB Companies LLC
a Nevada limited liability company
Its: Manager

By: _____
Name: Frank Pankratz
Its: Manager
Date: _____

cc Peter Lowenstein
Attachements-2

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q CALLISTER
MICHAEL J MCDONALD
GARY REESE

CITY MANAGER
LARRY K BARTON

CITY of LAS VEGAS

PLANNING AND DEVELOPMENT DEPARTMENT

October 8, 1996

Mr Clyde O Spitze, Vice President
Pentacore
6763 West Charleston Boulevard
Las Vegas, Nevada 89102

Re BADLANDS GOLF COURSE, PHASE 2

Dear Mr Spitze

City records indicate that an 18 hole golf course with associated facilities was approved as part of the Peccole Ranch Master Plan in 1990 The property was subsequently zoned R-PD7 (Residential Planned Development - 7 Units Per Acre) Any expansion of the golf course within the R-PD7 area would be allowed subject to the approval of a plot plan by the Planning Commission

If any additional information is needed regarding this property please do not hesitate to contact me

Very truly yours,

Robert S Genzer, Planning Supervisor
Current Planning Division

RSG erh

400 E STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)

CLV 7009
2810 018 6/15

PENTACORE

Civil Engineering
Construction Management
Land Surveying
Planning
ADA Consulting

0171 0030

September 4, 1996

Mr Robert Genzer
City of Las Vegas
Planning Division
400 E Stewart Avenue
Las Vegas, NV 89101

RE Badlands Golf Course, Phase 2

Dear Bob

As you know the Badlands Golf Course in Peccole Ranch is proposing to develop an additional 9 hole course between the existing golf course and Alta Drive The existing Master Plan zoning of this area is RPD-7, and the golf course would be developed within this zoned parcel I would like a letter from the City stating that a golf course would be compatible within this zoning I need the letter for the bank

Thank you for your consideration in this matter

Sincerely,

Clyde O Spitze
Vice President

RECEIVED
Sep 4 4 58 PM '96
PLANNING AND DEVELOPMENT

Z-146-94
Z-17-90

6763 West Charleston Boulevard • Las Vegas, Nevada 89102 • (702) 258-0115 • Fax (702) 258-4958

ADDENDUM "1" TO
PURCHASE AGREEMENT, EARNEST MONEY
RECEIPT AND ESCROW INSTRUCTIONS

CUSTOM LOTS AT QUEENSRIDGE DOCUMENTS AND DISCLOSURES

ALL OF THE DOCUMENTS LISTED BELOW ARE IMPORTANT TO THE PURCHASE OF THE LOT, SHOULD BE READ BY PURCHASER AND, AT THE CLOSE OF ESCROW, SHALL BE DEEMED TO HAVE BEEN READ AND APPROVED BY PURCHASER. PURCHASER IS ADVISED TO RETAIN ALL DOCUMENTS FOR FUTURE REFERENCE. COPIES OF THESE DOCUMENTS SHOULD BE GIVEN TO ANY PERSON(S) WHO MAY IN THE FUTURE PURCHASE THE LOT FROM PURCHASER. BY EXECUTING THIS AGREEMENT AND INITIALING BESIDE THE DESCRIPTION OF EACH DOCUMENT, PURCHASER(S) HEREBY ACKNOWLEDGES RECEIPT OF COPIES OF THE FOLLOWING:

Initials:

(A) Affirmation Form Purchaser On-The-Lot Inspection (Custom Lots) (Attachment "B" to this Agreement).

(B) Public Offering Statement for Queensridge (Custom Lots), and the attachments thereto, which are:

(a) Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge and the first amendment thereto.

(b) Supplemental Declaration for Queensridge North Special Benefits Area.

(c) Declaration of Annexation for Queensridge Parcel 20 (Queensridge North Custom Lots).

(d) Restated Articles of Incorporation of Queensridge Owners Association.

(e) Bylaws of Queensridge Owners Association.

(f) Queensridge Owners Association Budget.

(g) Queensridge North Special Benefits Area Budget.

_____ h. Orient Express Special Benefits Area Budget Projections.

(C) Supplemental Declaration for the Adoption of Section C of the Master Planned Community Standards (Custom Lot Design Guidelines).

_____ D. Preliminary Report No. _____ dated as of _____, ____ issued by Nevada Title Company ("Title Report").

(E) Notice of Zoning Designation of Adjoining Lot (Attachment "C" to this Agreement).

(F) Real Estate Agency Disclosure Form.

(G) Purchase Agreement, Earnest Money Receipt and Escrow Instructions.

(H) Good Faith Estimate of Private Roadway Maintenance Costs (Attachment "D" to this Agreement)

(I) Form of Grant, Bargain and Sale Deed (Attachment "A" to this Agreement).

ADDITIONAL DISCLOSURES

1. Overhead Power Lines. At present, there exists along Charleston Boulevard 138kv overhead power lines and a substation near the Southwest corner of Hualpai Way and West Charleston Boulevard. There is a possibility that similar power lines may be constructed along Hualpai Way. There is currently some controversy with respect to the long term health effects of living in the immediate vicinity of such power lines. For further information with respect to the location of power lines in Queensridge, please contact Nevada Power Company at (702) 367-5555.

2. Gas Transmission Line. In 1985, the Kern River Gas Transmission Company filed an application with the Federal Energy Regulatory Commission (FERC) seeking authorization to construct and operate a 36" underground natural gas ("natural gas" consists primarily of methane gas) pipeline from southwestern Wyoming, across the states of Utah and Nevada, to Kern County, California. During the ensuing four years, FERC, the Bureau of Land Management, the U.S. Fish and Wildlife Service, and several other federal and state authorities reviewed Kern River's application. In January 1990, FERC authorized Kern River to construct the pipeline. This authorization also gave Kern

River the right of eminent domain to condemn any property necessary for the pipeline. The pipeline is estimated to transmit between 7 hundred million and 1.2 billion cubic feet of gas per day under a pressure of approximately 750 to 1200 pounds per square inch. The location of the pipeline in the vicinity of Queensridge is within the right-of-way of Hualpai Way on the west. Because of the hazards posed by interstate natural gas pipelines, some aspects of pipeline activity are regulated by the federal government. The Kern River pipeline is subject to such federal regulations. Despite such regulations, accidents do sometimes occur. Pipeline incidents that result in more than $50,000 in property damage, or involve fatalities or injuries causing hospitalization must be reported by the utility company operating the pipeline to the Office of Pipeline Safety. The most recent data from the Office of Pipeline Safety indicate that between 1985 and 1995 there were approximately 83 reportable incidents per year in the United States. Federal Law does not establish a minimum distance between a pipeline and a home. If you have any further questions concerning the Kern River pipeline, it is recommended that you call Richard Hurlmux, Director of the Office of Technology & Regulations, Office of Pipeline Safety at (202) 366-4595.

3. Private Streets. Purchaser acknowledges that the streets within the Planned Community are private and that the Queensridge Owners Association shall be obligated to maintain such streets. A Good Faith Estimate of Private Roadway Maintenance Costs is attached to this Agreement as **Attachment "D"**, and Purchaser acknowledges that Purchaser has reviewed such Good Faith Estimate prior to the execution of this Agreement.

4. No Golf Course or Membership Privileges. Purchaser shall not acquire any rights, privileges, interest, or membership in the Badlands Golf Course or any other golf course, public or private, or any country club membership by virtue of its purchase of the Lot.

5. Configuration and Dimensions of the Lot. Purchaser acknowledges that it understands that the slopes and general configuration, dimensions and boundaries of the Lot may vary from those shown on topographical exhibits in the sales office or on plat plans. Without limiting the generality of this Section 6 of this Addendum, Purchaser acknowledges that Purchaser has been given an adequate opportunity to inspect all such items and that Purchaser has approved all slopes, fences and walls, including, without limitation, the location thereof, and the general configuration, dimensions and boundaries of the Lot.

6. Varying Prices, Concessions and Incentives. Purchaser understands and acknowledges that depending on market and other conditions and circumstances, Seller may, prior to or after the Close of Escrow, raise or lower the price of lots inside or outside the Planned Community, some of which lots may be similar to the Lot; and that Seller has made no price protection or similar commitment regarding the Lot, the Planned Community or any other property located therein, and shall not have any obligation or liability to Purchaser in the event any such post-closing conditions, circumstances or price changes directly or indirectly result in a perceived or actual diminution in the value of the Lot. Purchaser further understands and acknowledges: (i) that Seller considers this Agreement to be separate from and in no way connected with any other agreements Seller may have entered into for the sale of lots within the Planned Community to third persons, including, without limitation, any lots sold to a Builder, (as that term is defined in the Master Declaration); (ii) that Seller may offer prices, concessions and incentives that vary in amount or type to different buyers; (iii) that Seller is not obligated to provide to Purchaser, and has not represented that it has provided to Purchaser, the same price, concessions or incentives that Seller may offer to another buyer; and (iv) that Seller may have accepted lot reservations from buyers other than Purchaser, and that any such acceptance of a lot reservation by Seller shall have no effect on this Agreement.

7. Views/Location Advantages. The Lot may have a view or location advantage at the present time. This view may at present or in the future include, without limitation, adjacent or nearby single-family homes, multiple-family residential structures, commercial structures, utility facilities, landscaping, and other items. The Applicable Declarations may or may not regulate future construction of improvements and landscaping in the Planned Community that could affect the views of other property owners. Moreover, depending on the location of the Lot, adjacent or nearby residential dwellings or other structures, whether within the Planned Community or outside the Planned Community, could potentially be constructed or modified in a manner that could block or impair all or part of the view from the Lot and/or diminish the location advantages of the Lot, if any. Purchaser acknowledges that Seller has not made any representations, warranties, covenants, or agreements to or with Purchaser concerning the preservation or permanence of any view or location advantage for the Lot, and Purchaser hereby agrees that Seller shall not be responsible for any impairment of such view or location advantage, or for any perceived or actual loss of value of the Lot resulting from any such impairment. Purchaser is and shall be solely responsible for analyzing and determining the current and future value and permanence of any such view from or location advantage of the Lot.

Purchaser's Initials _____ Purchaser's Initials _____

8. Golf Course Hazards.

8.1 Master Declaration Provisions. Purchaser acknowledges that Purchaser has read and understands Section 3.4 of the Master Declaration which provides as follows:

3.4 Golf Course Liabilities. By accepting the deed or other instrument of conveyance to a Unit, each Owner, for himself and his invitees, personal representatives, assigns, and heirs (collectively, the "Owner's Related Parties") hereby (i) acknowledges the potential effect on his property of stray golf balls and other events inherent to the activities of a golf course near the Property (the "Golf Course Hazards"), (ii) assumes the risk of any property damage, personal injury, creation or maintenance of a trespass or nuisance created by or arising in connection with the Golf Course Hazards (collectively, the "Assumed Risks"), and (iii) releases, waives, discharges, covenants not to sue, indemnifies and agrees to hold harmless Declarant, the Association, the Board, the other Members, the owners and lessees of the golf course, all golf course managers and operators, all Builders and each of their respective officers, directors, shareholders, affiliates, employees, agents, representatives, successors and assigns (collectively, the "Released Parties"), and each of them, from any and all liability to the Owner or Owner's Related Parties for any losses, costs (including, without limitation, attorneys' fees), claims, demands, suits, judgments or other obligations arising out of or connected with any of the Assumed Risks, whether caused by the negligence of the Released Parties or otherwise. Notwithstanding the foregoing, however, in no event shall this Section 3.4 relieve any golfer from any claims or liability for any Golf Course Hazard caused by such golfer.

Purchaser's Initials

Purchaser's Initials

8.2. Declaration of Annexation Provisions. Purchaser acknowledges that Purchaser has read and understood Section 8 of the Declaration of Annexation for Queensridge Parcel 20 (Queensridge North Custom Lots), the text of which is set forth below:

Waiver of Liability. The Declarant, Queensridge Owners Association and its members (in their capacity as members), Fore Stars, Ltd., the ground lessor of the Golf Course and any successor in title to the golf course, and any agents, servants, employees, directors, officers, members, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of the Lot owner's use or enjoyment of the Lot, (b) improper design of the golf course, (c) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), or (d) trespass by any golfer on the Lot, that may result from property damage or personal injury from golf balls (regardless of number) hit on the Lot, or from the exercise by any golfer of the easements granted hereby.

Purchaser's Initials

Purchaser's Initials

Attachment "A"

WHEN RECORDED RETURN TO:

NEVADA TITLE COMPANY
9300 Billwood Drive, Suite 110
Las Vegas, Nevada 89128
Attention: Mary Rathbun

(Space above line for Recorder's use)

GRANT, BARGAIN AND SALE DEED

Nevada Legacy 14, LLC, a Nevada limited liability company, as "Grantor," does hereby grant, bargain, sell and convey to _____, as "Grantee," the real property in the City of Las Vegas, County of Clark, State of Nevada (hereinafter referred to as the "Property") described in Exhibit "A" attached hereto and incorporated herein by this reference;

RESERVING UNTO GRANTOR, its successors and assigns, together with the right to grant and transfer all or a portion of the same, the following:

(A) Any and all oil, oil rights, minerals, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, geothermal steam, and all products derived from any of the foregoing, that may be within or under the Property, but without, however, any right to enter upon or in any way disturb the surface of the Property or any area within five hundred feet (500') from the surface of the Property in the exercise of such rights,

(B) Any and all water, rights or interests therein, no matter how acquired by Grantor, and owned or used by Grantor in connection with or with respect to the Property, or within or under the Property, together with the right and power to explore, drill, redrill, remove and store the same from the Property or to divert or otherwise utilize such water, rights or interests on any other property owned or leased by Grantor, whether such water rights shall be riparian, overlying, appropriative, percolating, littoral, prescriptive, adjudicated, statutory or contractual, but without, however, any right to enter upon or in any way disturb the surface of the Property or any area within five hundred feet (500') from the surface of the Property in the exercise of such rights;

(C) Non-exclusive easements in gross on, over, under or across the Property for the purposes of installation, emplacement and maintenance of electric, telephone, cable television, security system, water, gas, sanitary sewer lines, drainage facilities or any other utilities, together with the right to enter upon the Property (without unreasonably interfering with Grantee's and its successor's and assign's reasonable use and enjoyment thereof) in order to service, maintain, repair, reconstruct, relocate or replace any of such lines or facilities;

SUBJECT, HOWEVER, TO:

(1) The Master Declaration of Covenants, Conditions, Restrictions and Easements For Queensridge, dated as of May 10, 1996, recorded on May 30, 1996, in the office of the County Recorder of Clark County, Nevada in Book 960530 of Official Records, as instrument no. 00241, re-recorded on August 30, 1996, in Book 960830 of said Official Records, as instrument no. 01630, and re-recorded on September

January 8, 1999

12, 1996, in Book 960912 of said official records, as instrument no. 01520, and which was amended by document recorded on April 21, 1998, in Book 980421 of said official records, as instrument no. 00085, and all applicable supplements and amendments thereto.

(2) Supplemental Declaration for the Adoption of Section C of the Queensridge Master Planned Community Standards recorded on January 17, 1997 in Book 970117 of said Official Records, as instrument no. 01434;

(3) Supplemental Declaration for Queensridge North Special Benefits Area recorded on August 4, 1998, in Book 980804 of said official records, as instrument no. 1298;

(4) Declaration of Annexation for Queensridge Parcel 20 (Queensridge North Custom Lots), recorded on December 24, 1998, in Book 981224 of said Official Records, as instrument no. 00004; and

(5) All other covenants, conditions, restrictions, reservations, rights, rights-of-way and easements recorded against the Property prior to or concurrently with this Deed, and all other matters of record or apparent.

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be duly executed.

Dated as of ....., ...

"GRANTOR"

NEVADA LEGACY 14, LLC, a Nevada limited liability company

By: PECCOLE NEVADA CORPORATION, a Nevada corporation, its manager

By: .....
LARRY MILLER, Its C.E.O.

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on ....., ..., by LARRY MILLER, as C.E.O. of Peccole Nevada Corporation, a Nevada corporation, the manager of Nevada Legacy 14, LLC, a Nevada limited liability company.

.....
Signature of Notary
My Commission Expires: .....

EXHIBIT "A" TO
Grant, Bargain and Sale Deed
Queensridge Parcel ____ (Queensridge North Custom Lots)

LEGAL DESCRIPTION

All that certain real property situate in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

PARCEL ONE (1):

LOT ___ OF BLOCK _____ OF PECCOLE WEST - PARCEL _____ AS SHOWN BY MAP THEREOF ON FILE IN BOOK ____ OF PLATS, PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS ALL THOSE AREAS LABELED PRIVATE STREETS ON THE MAP REFERENCED HEREINABOVE.

Assessor's Parcel No. _____

* * * * *

Attachment "B"

AFFIRMATION FORM
PURCHASER ON-THE-LOT INSPECTION
(QUEENSRIDGE NORTH CUSTOM LOTS)

This undersigned, by his/her signature, hereby acknowledges that he or she has made a personal on-the-lot inspection of Lot _____ of Block _____ of Peccole West - Parcel _____ (now known as Queensridge) developed by NEVADA LEGACY 14, LLC, a Nevada limited liability company, which is the Lot upon which the undersigned plans to execute a contract of sale or lease.

Lot _____ of Block _____ of Peccole West - Parcel _____

Robert N Peccole
Print Name of Purchaser

NANCY Peccole
Print Name of Purchaser

Robert N Peccole
Signature of Purchaser

Nancy A Peccole
Signature of Purchaser

4/11/00
Date

4-11-00
Date

Attachment "D"

GOOD FAITH ESTIMATE OF
PRIVATE ROADWAY MAINTENANCE COSTS

The undersigned hereby acknowledge that prior to the execution of this Agreement, Purchaser has received The Ten Year Budget for Street Maintenance attached hereto as Exhibit "D-1." Such amount is included within the projected Budget for 1999.

Lot _____ of Block _____ of Peccole West - Parcel _____

Robert N Peccole
Print Name of Purchaser

NANCY A PECCOLE
Print Name of Purchaser

Robert N Peccole
Signature of Purchaser

Nancy A Peccole
Signature of Purchaser

4/11/00
Date

4-11-00
Date

Note to Sales Representatives: Obtain signature(s) of Purchaser(s) BEFORE he or she executes the Purchase Agreement, Earnest Money Receipt and Escrow Instructions.

Attachment "D"

GOOD FAITH ESTIMATE OF
PRIVATE ROADWAY MAINTENANCE COSTS

The undersigned hereby acknowledge that prior to the execution of this Agreement, Purchaser has received The Ten Year Budget for Street Maintenance attached hereto as Exhibit "D-1." Such amount is included within the projected Budget for 1999.

Lot _____ of Block _____ of Peccole West - Parcel _____

Robert N Peccole
Print Name of Purchaser

NANCY A PECCOLE
Print Name of Purchaser

Robert N Peccole
Signature of Purchaser

Nancy A Peccole
Signature of Purchaser

4/11/00
Date

4-11-00
Date

Note to Sales Representatives: Obtain signature(s) of Purchaser(s) BEFORE he or she executes the Purchase Agreement, Earnest Money Receipt and Escrow Instructions.

20050414-0002951

Fee: $18.00 RPTT: EX#008
N/C Fee: $25.00

04/14/2005 13:59:00
T20050068007
Requestor:
STEWART TITLE OF NEVADA

Frances Deane JSB
Clark County Recorder Pgs: 5

39

RPTT: Exempt 8
APN: 138-31-212-002
138-31-312-001
138-31-312-002
138-31-418-001
138-31-610-002

RECORDING REQUESTED BY STEWART TITLE
AND WHEN RECORDED MAIL TO:

Fore Stars, Ltd.
851 S. Rampart Blvd., Suite 220
Las Vegas, Nevada 89145
Attention: Larry A. Miller

MAIL TAX STATEMENTS TO:

Same as above.

C/S

GRANT, BARGAIN AND SALE DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **PECCOLE 1982 TRUST, DATED FEBRUARY 15, 1982,** as to an undivided Forty Five percent (45%) interest and **WILLIAM PETER AND WANDA RUTH PECCOLE FAMILY LIMITED PARTNERSHIP,** as to an undivided Fifty Five percent (55%) interest, whose addresses are 851 S Rampart Blvd., Las Vegas, Nevada 89145, does hereby grant, bargain, sell and convey to **FORE STARS, LTD.,** a Nevada limited liability company, whose address is 851 S. Rampart Blvd., Suite 220, Las Vegas, Nevada 89145, that certain real property in the County of Clark, State of Nevada, more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference.

SUBJECT TO (a) non-delinquent taxes for the fiscal year 2004 - 2005, (b) encumbrances, covenants, conditions, restrictions, reservations, rights-of-way and easements that are validly of record and (c) all matters that would be revealed by an accurate ALTA Survey or physical inspection of the real property.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

PRJ-63491
02/25/16

Dated as of: April 11, 2005

PECCOLE 1982 TRUST, DATED
FEBRUARY 15, 1982

By: Peccole-Nevada Corporation, Trustee

By: _____
Larry A. Miller, Chief Executive Officer

WILLIAM PETER AND WANDA RUTH
PECCOLE FAMILY LIMITED PARTNERSHIP

By: Peccole-Nevada Corporation, General Partner

By: _____
Larry A. Miller, Chief Executive Officer

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

This instrument was acknowledged before me on April 11, 2005, by Larry A. Miller Chief Executive Officer of Peccole-Nevada Corporation, the Trustee of the Peccole 1982 Trust, dated February 15, 1982 and the General Partner of the William Peter and Wanda Ruth Peccole Family Limited Partnership.

Notary Public - State of Nevada
County of Clark
JOANNE BALDASSARE
My Appointment Expires
No: 98-3510-1 June 2, 2006

_____
NOTARY PUBLIC
My commission expires: June 2, 2006

PRJ-63491
02/25/16

29

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s):
   a) 138-31-212-002
   b) 138-31-312-001
   c) 138-31-312-002
   d) 138-31-418-001
   e) 138-31-610-002
2. Type of Property
   a) ☐ Vacant Land b) ☐ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2 – 4 Plex
   e) ☐ Apartment Bldg. f) ☒ Comm'l / Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other: _____

FOR RECORDERS OPTIONAL USE ONLY
Document/Instrument No.: _____
Book: _____ Page: _____
Date of Recording: _____
Notes:

3. Total Value / Sales Price of Property $ _____
   Deed in Lieu of Foreclosure Only (value of property)) (_____)
   Transfer Tax Value: $ _____
   Real Property Transfer Tax Due: $ Exempt
4. If Exemption Claimed:
   a. Transfer Tax Exemption, per NRS 375.090, Section 8
   b. Explained Reason for Exemption: transfer to a business entity of which grantor is the 100% owner
5. Partial Interests: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1 ½% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: see A attached Capacity: see A attached
Signature: see B attached Capacity: see B Attached

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name	see C attached	Print Name:	Fore Stars, Ltd.
Address		Address:	851 S. Rampart Blvd. #220
City :		City :	Las Vegas
State:		State:	Nevada Zip 89145

COMPANY REQUESTING RECORDING (required if not seller or buyer)
Print Name: Stewart Title of Nevada Escrow # 405137-LJJ
Address: 3773 Howard Hughes Parkway
City: Las Vegas State: NV Zip: 89109

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED / MICROFILMED)

PRJ-63491
02/25/16

STATE OF NEVADA DECLARATION OF VALUE SIGNATURE PAGE

Accessor Parcel Number(s):

a) 138-31-212-002
b) 138-31-312-001
c) 138-31-312-002
d) 138-31-418-001
e) 138-31-610-002

A: Signature: _____ Capacity: Chief Executive Officer of Peccole-Nevada Corporation, Trustee of the Peccole 1982 Trust dated February 15, 1982 and General Partner of the William Peter and Wanda Ruth Family Limited Partnership
Larry A. Miller

B. Signature: _____ Capacity: Chief Executive Officer of Peccole-Nevada Corporation, Manager of Fore Stars, Ltd.
Larry A. Miller

C. Peccole 1982 Trust dated February 15, 1982
851 S. Rampart Blvd., Suite 220
Las Vegas, Nevada 89145

William Peter and Wanda Ruth Peccole Family Limited Partnership
851 S. Rampart Blvd., Suite 220
Las Vegas, Nevada 89145

RPJ-63491
02/25/16

Inst #: 20151116-0000239
Fees: $19.00 N/C Fee: $25.00
RPTT: $0.00 Ex: #001
11/16/2015 08:01:44 AM
Receipt #: 2607151
Requestor:
TICOR TITLE LAS VEGAS
Recorded By: RNS Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 138-32-301-004

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Alan C. Sklar, Esq.
Sklar Williams PLLC
410 South Rampart Boulevard, Suite 350
Las Vegas, Nevada 89145

NOTICES OF TAXES SHOULD BE SENT TO:

Seventy Acres LLC
1215 South Fort Apache Road, Suite 120
Las Vegas, Nevada 89117
Attention: Vickie DeHart

RPTT: $-0- (exempt) *1*

15540174 SGS

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That **180 LAND CO LLC**, a Nevada limited-liability company ("**Grantor**"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby quitclaim and convey to **SEVENTY ACRES LLC**, a Nevada limited-liability company whose mailing address is 1215 South Fort Apache Road, Suite 120, Las Vegas, Nevada 89117, all right, title and interest of Grantor in and to that real property situated in the County of Clark, State of Nevada, bounded and described as set forth in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with all right, title and interest of Grantor in and to all tenements, hereditaments and appurtenances to such real property, including, without limitation, all right, title and interest of Grantor in and to all streets and other public ways adjacent to such real property, and all water and development rights related to such real property.

[SIGNATURE PAGE FOLLOWS]

PRJ-63491
02/25/16

IN WITNESS WHEREOF, this instrument has been executed this 10 day of November, 2015.

180 LAND CO LLC, a Nevada limited-liability company

By: EHB Companies LLC, a Nevada limited-liability company and its Manager

By: U Dellart
Name: U DELLART
Title: Manager

STATE OF NEVADA)
) :SS
COUNTY OF CLARK)

This instrument was acknowledged before me on November 10, 2015 by Vickie Dellart as a Manager of EHB Companies LLC, a Nevada limited-liability company and the Manager of 180 Land Co LLC, a Nevada limited-liability company.

Leeann Stewart Schneider
NOTARY PUBLIC

LEEANN STEWART SCHNEIDER
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

State of Nevada
Appointment No. 07-4284-1
Expires Jul 26, 2019

PRJ-63491
02/25/16

EXHIBIT A
LEGAL DESCRIPTION

PARCEL I

LOT 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 120 OF PARCEL MAPS, PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND THEREAFTER AMENDED BY CERTIFICATE OF AMENDMENT RECORDED JULY 2, 2015 IN BOOK 20150702 AS INSTRUMENT NO. 01264 OF OFFICIAL RECORDS.

PARCEL II

AN EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN THAT CERTAIN EASEMENT AGREEMENT RECORDED FEBRUARY 9, 1996 IN BOOK 960209 AS INSTRUMENT NO. 00567, OFFICIAL RECORDS

PRJ-63491
02/25/16

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a. 138-32-301-004
   b. _____
   c. _____
   d. _____
2. Type of Property:
   a. ☐ Vacant Land b. ☐ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☑ Other Golf course land

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page: _____
Date of Recording: _____
Notes:

3.a. Total Value/Sales Price of Property $ 0
   b. Deed in Lieu of Foreclosure Only (value of property) ( )
   c. Transfer Tax Value: $ 0
   d. Real Property Transfer Tax Due $ 0

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section 1
   b. Explain Reason for Exemption: Transfer of ownership to an affiliated entity with identical common ownership.
5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature V Declant Capacity: Grantor

Signature V Declant Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: 180 Land Co LLC	Print Name: Seventy Acres LLC
Address: 1215 S. Fort Apache Ste 120	Address: 1215 S. Fort Apache Ste 120
City: Las Vegas	City: Las Vegas
State: NV Zip: 89117	State: NV Zip: 89117

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Ticor Title of Nevada, Inc. Escrow # 15540174SGS
Address: 8379 W. Sunset Road #220
City: Las Vegas State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

PRJ-63491
02/25/16

Inst #: 20151116-0000238
Fees: $19.00 N/C Fee: $25.00
RPTT: $0.00 Ex: #001
11/16/2015 08:01:44 AM
Receipt #: 2607151
Requestor:
TICOR TITLE LAS VEGAS
Recorded By: RNS Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 138-31-702-002
138-31-712-004
138-31-801-002
138-32-301-004

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Alan C. Sklar, Esq.
Sklar Williams PLLC
410 South Rampart Boulevard, Suite 350
Las Vegas, Nevada 89145

NOTICES OF TAXES SHOULD BE SENT TO:

180 Land Co LLC
1215 South Fort Apache Road, Suite 120
Las Vegas, Nevada 89117
Attention: Vickie DeHart

RPTT: $-0- (exempt) Section 1

1534-0174 SGS

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That **FORE STARS, LTD.**, a Nevada limited-liability company ("**Grantor**"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby quitclaim and convey to **180 LAND CO LLC**, a Nevada limited-liability company whose mailing address is 1215 South Fort Apache Road, Suite 120, Las Vegas, Nevada 89117, all right, title and interest of Grantor in and to that real property situated in the County of Clark, State of Nevada, bounded and described as set forth in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with all right, title and interest of Grantor in and to all tenements, hereditaments and appurtenances to such real property, including, without limitation, all right, title and interest of Grantor in and to all streets and other public ways adjacent to such real property, and all water and development rights related to such real property.

[SIGNATURE PAGE FOLLOWS]

PRJ-63491
02/25/16

IN WITNESS WHEREOF, this instrument has been executed this 10 day of November, 2015.

FORE STARS, LTD., a Nevada limited-liability company

By: EHB Companies LLC, a Nevada limited-liability company and its Manager

By: V Dettart
Name: V Dettart
Title: Manager

STATE OF NEVADA)
) :SS
COUNTY OF CLARK)

This instrument was acknowledged before me on November 10, 2015 by Vickie Dettart as a Manager of EHB Companies LLC, a Nevada limited-liability company and the Manager of Fore Stars, Ltd., a Nevada limited-liability company.

LeeAnn Stewart-Schencke
NOTARY PUBLIC

LEEANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

PRJ-63491
02/25/16

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

PARCEL I:

LOT 2, LOT 3 AND LOT 4 AS SHOWN BY MAP THEREOF ON FILE IN FILE 120 OF PARCEL MAPS, PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND THEREAFTER AMENDED BY CERTIFICATE OF AMENDMENT RECORDED JULY 2, 2015 IN BOOK 20150702 AS INSTRUMENT NO. 01264 OF OFFICIAL RECORDS.

APNs: 138-32-301-004 (Lot 2)
138-31-702-002 (Lot 3)
138-31-801-002 (Lot 4)

PARCEL II:

PECCOLE WEST PARCEL 20 LOT G (COMMON AREA), LYING WITHIN TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., AND SHOWN BY MAP THEREOF ON FILE IN BOOK 87, PAGE 54, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

APN: 138-31-712-004 (Lot G)

PARCEL III:

AN EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN THAT CERTAIN EASEMENT AGREEMENT RECORDED FEBRUARY 9, 1996 IN BOOK 960209 AS INSTRUMENT NO. 00567, OFFICIAL RECORDS

PRJ-63491
02/25/16

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a. 138-31-702-002
   b. 138-31-712-004
   c. 138-31-801-002
   d. 138-32-301-004
2. Type of Property:
   a. ☐ Vacant Land b. ☐ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ✓ Other Golf course land

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page: _____
Date of Recording: _____
Notes:

3.a. Total Value/Sales Price of Property $ 0
   b. Deed in Lieu of Foreclosure Only (value of property) ( )
   c. Transfer Tax Value: $ 0
   d. Real Property Transfer Tax Due $ 0

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section 1
   b. Explain Reason for Exemption: Transfer of ownership to an affiliated entity with identical common ownership.
5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature V Nellart Capacity: Grantor

Signature V Nellart Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Fore Stars LTD	Print Name: 180 Land Co LLC
Address: 1215 S. Fort Apache Ste 120	Address: 1215 S. Fort Apache Ste 120
City: Las Vegas	City: Las Vegas
State: NV Zip: 89117	State: NV Zip: 89117

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Ticor Title of Nevada, Inc.
Address: 8379 W. Sunset Road #220
City: Las Vegas
Escrow # 15540174SGS
State: NV Zip: 89113

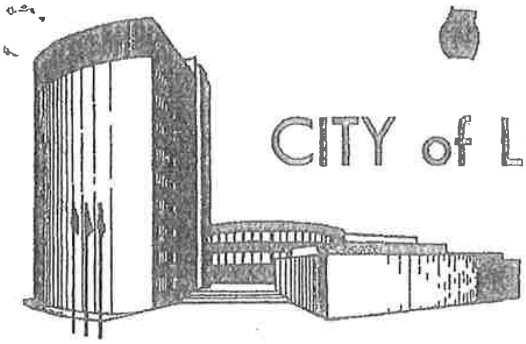
AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

PRJ-63491
02/25/16

MAYOR RON LURIE

COUNCILMEN
BOB NOLEN
STEVE MILLER
ARNIE ADAMSEN
SCOTT HIGGINSON

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

May 1, 1990

William Peccole 1982 Trust
2760 Tioga Pines Circle
Las Vegas, Nevada 89117

RE: Z-17-90 - ZONE CHANGE

R-3

Gentlemen.

The City Council at a regular meeting held April 4, 1990 APPROVED the request for reclassification of property located on the east side of Hualpai Way, west of Durango Drive, between the south boundary of Angel Park and Sahara Avenue, From: N-U (Non-Urban)(under Resolution of Intent to R-1, R-2, R-3, R-PD7, R-PD8, R-MHP, P-R, C-1, C-2 and C-V), To: R-PD3 (Residential Planned Development), R-PD7 (Residential Planned Development) and C-1 (Limited Commercial), Proposed Use Single Family Dwellings, Multi-Family Dwellings, Commercial, Office and Resort/Casino, subject to:

1. A maximum of 4,247 dwelling units be allowed for Phase II

2. Conformance to the conditions of approval for the Peccole Ranch Master Development Plan, Phase II.

3. Approval of plot plans and building elevations by the Planning Commission for each parcel prior to development.

4 At the time development is proposed on each parcel appropriate right-of-way dedication, street improvements, drainage plan/study submittal, drainageway improvements, sanitary sewer collection system extensions and traffic signal system participation shall be provided as required by the Department of Public Works.

CITY OF LAS VEGAS NEVADA

5. Signs shall be posted on the resort/casino and commercial center sites to indicate the proposed uses.

6. The surrounding property owners shall be notified when the development plans for the resort/casino and commercial center sites are submitted for review.

7. The existing Resolution of Intent on this property is expunged upon approval of this application.

8. Resolution of Intent with a five year time limit.

9. Satisfaction of City Code requirements and design standards of all City departments

10. Approval of the parking and driveway plans by the Traffic Engineer

11. Repair any damage to the existing street improvements resulting from this development as required by the Department of Public Works

12. Provision of fire hydrants and water flow as required by the Department of Fire Services.

Sincerely,

KATHLEEN M. TIGHE
City Clerk

KMT cmp

cc: Dept. of Community Planning & Development
Dept. of Public Works
Dept. of Fire Services
Dept. of Building & Safety
Land Development Services

Mr. A. Wayne Smith
A. Wayne Smith & Associates
1515 ~~1414~~ E. Missouri, Suite 100
Phoenix, Arizona 85014

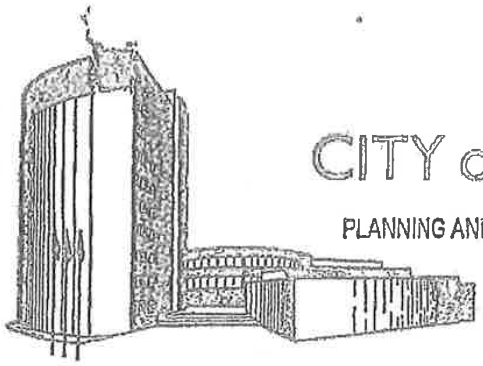
VTN Nevada
2300 Paseo Del Prado, A-100
Las Vegas, Nevada 89102

Sean McGowan
2300 W. Sahara, Box 10
Las Vegas, Nevada 89102

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q CALLISTER
MICHAEL J MCDONALD
GARY REESE

CITY MANAGER
LARRY K BARTON



CITY of LAS VEGAS

PLANNING AND DEVELOPMENT DEPARTMENT

October 8, 1996

Mr Clyde O Spitze, Vice President
Pentacore
6763 West Charleston Boulevard
Las Vegas, Nevada 89102

Re BADLANDS GOLF COURSE, PHASE 2

Dear Mr Spitze

City records indicate that an 18 hole golf course with associated facilities was approved as part of the Peccole Ranch Master Plan in 1990 The property was subsequently zoned R-PD7 (Residential Planned Development - 7 Units Per Acre) Any expansion of the golf course within the R-PD7 area would be allowed subject to the approval of a plot plan by the Planning Commission

If any additional information is needed regarding this property please do not hesitate to contact me

Very truly yours,

Robert S Genzer, Planning Supervisor
Current Planning Division

RSG erh

1994 Zoning Confirmation Letter from Bob Genzer to Clyde Spitze

400 E STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)

CLV 7009
3810 013 835

PENTACORE

Civil Engineering
Construction Management
Land Surveying
Planning
ADA Consulting

1994 Zoning Preservation Letter from Clyde Spitze to Bob Genzer

0171 0030

September 4, 1996

Mr Robert Genzer
City of Las Vegas
Planning Division
400 E Stewart Avenue
Las Vegas, NV 89101

RE Badlands Golf Course, Phase 2

Dear Bob

As you know the Badlands Golf Course in Peccole Ranch is proposing to develop an additional 9 hole course between the existing golf course and Alta Drive The existing Master Plan zoning of this area is RPD-7, and the golf course would be developed within this zoned parcel I would like a letter from the City stating that a golf course would be compatible within this zoning I need the letter for the bank

Thank you for your consideration in this matter

Sincerely,

Clyde O Spitze
Vice President

RECEIVED
SEP 4 4 58 PM '96
PLANNING AND DEVELOPMENT

GCS bcp

7-146-94
2-17-90

6763 West Charleston Boulevard • Las Vegas, Nevada 89102 • (702) 258-8115 • Fax (702) 258-4956

CUSTOM LOTS AT QUEENSRIDGE NORTH

PURCHASE AGREEMENT, EARNEST MONEY RECEIPT AND ESCROW INSTRUCTIONS

THIS IS MORE THAN A RECEIPT FOR MONEY. IT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. READ IT CAREFULLY. PURCHASER IS ENCOURAGED TO SEEK THE ADVICE OF LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT. EACH PARTY SIGNING THIS AGREEMENT HAS READ ITS TERMS AND CONDITIONS AND ACCEPTS AND AGREES TO BE BOUND BY SUCH TERMS AND CONDITIONS.

THE UNDERSIGNED, Robert N + Nancy A Peccole ("Purchaser"), hereby agree(s) to purchase from NEVADA LEGACY 14, LLC, a Nevada limited liability company ("Seller"), and Seller agrees to sell to Purchaser that certain real property described below, upon the terms and conditions contained in this Purchase Agreement, Earnest Money Receipt and Escrow Instructions ("Agreement"). The real property which is the subject of this Agreement shall hereinafter be referred to as the "Lot", and is legally described as follows (provided, however, that Seller reserves any and all water, water rights and ditch rights appurtenant to the Lot except those reasonably necessary to construct Purchaser's single-family residence thereon):

PARCEL ONE (1): LOT 2 OF BLOCK _____ OF PECCOLE WEST - PARCEL ____ as shown on the map thereof on file in Book _____ of Plats, Page _____, in the Office of the County Recorder of Clark County, Nevada.

PARCEL TWO (2): a non-exclusive easement for ingress, egress and public utility purposes on, over and across all those areas labeled private streets on the map referenced herein above.

Assessors Parcel No. _____.

1. Definitions. The following terms, as used in this Agreement, shall have the meaning set forth in this Section 1:

a. "Purchase Price" is $ 243,000

b. "Scheduled Closing Date" is May 2 00

c. "Close of Escrow" means the time when the Escrow Agent (as defined in Section 4) records all of the instruments which are required to be recorded under this Agreement.

d. "Planned Community" means the property subject to the Master Declaration (defined below) including the property now subject thereto and additional property, if any, hereafter annexed to the Planned Community in accordance with the terms of the Master Declaration.

e. "Earnest Money Deposit" means the sum of the Initial Earnest Money Deposit and any Additional Earnest Money Deposit.

f. "Master Declaration" means Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge recorded in the Official Records of the County Recorder of Clark County on May 30, 1996, in Book 960530, as instrument no. 00241, re-recorded on August 30, 1996, in Book 960830, as instrument no. 01630, and re-recorded on September 12, 1996, in Book 960912, as instrument no. 01520, and any amendments thereto.

g. "Applicable Declarations" means collectively the Master Declaration, the Declaration of Annexation for Queensridge Parcel 20 (Queensridge North Custom Lots) and all Recorded Supplemental Declarations which affect the Lot.

h. "Association" means Queensridge Owners Association, a Nevada non-profit corporation, formed pursuant to the provisions of the Master Declaration.

2. Payment. Purchaser agrees to pay the Purchase Price for the Lot as follows:

Initial Earnest Money Deposit	$ 40,000
Additional Earnest Money Deposit (if any)	$
Proceeds from new loan ("New Loan") or cash paid by Purchaser	$
Additional cash due at Close of Escrow:	$203,000
TOTAL PURCHASE PRICE	$243,000

a. Initial Earnest Money Deposit. The Initial Earnest Money Deposit (i) shall be deposited with Seller upon Buyer's execution of Buyer's offer to purchase the Lot, (ii) shall be non-refundable, and (iii) shall be credited to the Purchase Price at close of Escrow.

b. Additional Earnest Money Deposit. The Additional Earnest Money Deposit (if any) shall be paid into Escrow on or before _____, _____ and shall be credited to the Purchase Price at close of Escrow.

c. Balance of Purchase Price. The Purchase Price, less the Earnest Money Deposit, shall be payable in cash at close of Escrow. If a portion of the balance of the Purchase Price shall consist of proceeds from a New Loan, promptly after Seller's acceptance of Purchaser's offer, Purchaser shall submit Purchaser's loan application to a lender or lenders of Purchaser's choice ("Lender"). In such instance, this Agreement is conditioned upon, as a condition precedent, Purchaser's ability to obtain written approval or a written commitment for a New Loan on the terms set forth in the next sentence. Within thirty (30) days after Seller's acceptance of Purchaser's offer, Purchaser (i) shall use Purchaser's best efforts to qualify for and obtain a New Loan at prevailing rates for similar loans in the Las Vegas area subject only to normal loan closing conditions, and (ii) shall deliver into Escrow an executed copy of such approval or commitment. In the event Purchaser fails to satisfy such condition precedent within the time periods specified herein, then, unless such periods are extended by Seller in writing, Seller shall refund promptly to Buyer the Initial Earnest Money Deposit and Seller and Buyer shall have no further obligations hereunder.

3. Closing Costs and Prorations. Except as otherwise provided in this Agreement, Purchaser and Seller agree to pay, and Escrow Agent is authorized to pay, the following sums, and to charge the accounts of Purchaser and Seller respectively, as follows: (a) charge Purchaser for (i) all fees, costs and charges connected with any New Loan obtained by Purchaser, including but not limited to loan document preparation and recording fees, (ii) the escrow fee normally charged by Escrow Agent to buyers, and (iii) other fees, costs, expenses and charges according to the customary practices of Escrow Agent; and (b) charge Seller for (i) real property transfer taxes, (ii) the escrow fee normally charged by Escrow Agent to sellers (which Purchaser acknowledges may be at a reduced, "bulk" rate), (iii) the premium for the Title Policy described in Section 5, (iv) the cost of preparation and recordation of the Deed, and (v) other fees, costs, expenses and charges according to the customary practices of Escrow Agent. Escrow Agent shall prorate between the parties, to the date of Close of Escrow, general and special city and county taxes. All assessments attributable to the Lot and any obligations imposed by the Desert Tortoise Conservation Habitat Plan shall be payable by Seller at Close of Escrow. All prorations and adjustments shall be made on the basis of a thirty (30) day month.

4. Escrow. Purchaser and Seller agree that the transaction contemplated in this Agreement shall be consummated through an escrow (the "Escrow") to be established with Nevada Title Company, 9500 Hillwood Drive, Suite 110, Las Vegas, Nevada 89134, Attention: Mary Rathbun ("Escrow Agent"). Upon Seller's acceptance and delivery of this Agreement to Escrow Agent together with the Earnest Money Deposit, Escrow shall be deemed open. This Agreement shall constitute irrevocable escrow instructions to Escrow Agent. Escrow will close on or before the Scheduled Closing Date described in Section 1 above. If Escrow cannot close on the Scheduled Closing Date due to the failure of the Purchaser to timely perform its obligations hereunder, Purchaser will be deemed to be in default under this Agreement, and Seller will be entitled to the remedies set forth in Section 7 hereof.

5. Title and Title Policy. At the Close of Escrow, Seller will convey good and marketable title to the Lot by a grant, bargain and sale deed (the "Deed"), in the form of the Deed attached hereto as Attachment "A" hereto, free and clear of any monetary encumbrances other than the Permitted Exceptions. As used herein "Permitted Exceptions" means (a) any encumbrance recorded against the Lot made by or on behalf of Purchaser at the Close of Escrow; (b) the following described impositions which may constitute a lien but which are not then due and payable: (i) property taxes, (ii) the lien of any supplemental taxes, (iii) other governmental impositions now levied, or which may be levied in the future, with respect to the Lot, and (iv) liens of governmental and non-governmental entities providing services to the Lot; (c) the Applicable Declarations (which include those listed on Addendum "1" hereto), (d) the reservations in favor of Seller which are set forth in the Deed; and (e) all other restrictions, conditions, reservations, rights, rights of way and easements of record, and other exceptions to title shown on the Title Report other than Blanket Encumbrances. Seller

will deliver title to the Lot free of Blanket Encumbrances. For purposes of this Agreement, a "Blanket Encumbrance" is defined as a financial or monetary encumbrance consisting of a deed of trust, mortgage, judgment (including an option or contract to sell or a trust agreement) affecting more than one lot within the Planned Community. The term "Blanket Encumbrance" specifically excludes, however, liens and encumbrances (x) arising as a result of the imposition of any tax or assessment by and public authority, and (y) imposed by the Applicable Declarations. At the Close of Escrow, Seller will cause a CLTA Owner's standard coverage policy of title insurance (the "Title Policy") to be issued by Nevada Title Company ("Title Company") in the face amount of the Purchase Price insuring title to the Lot in Purchaser subject only to the Permitted Exceptions.

6. Seller's Improvements. Seller has installed or will install prior to the issuance of a building permit for a single family residence on the Lot (the "Building Permit") the following described improvements ("Finished Lot Improvements"): roads providing access to the Lot, together with underground improvements for sanitary sewer, potable water, natural gas and conduit and any and all other improvements required by the City of Las Vegas as conditions to final subdivision map approval. All such utility improvements are or will be stubbed out to the boundary line of the Lot prior to the issuance of the Building Permit. Purchaser is responsible for utility connections to Purchaser's residence and for making necessary arrangements with each of the public utilities for service. Purchaser acknowledges that Seller is not improving the Lot and has not agreed to improve the Lot for Purchaser, except as provided in this Section 6. Purchaser will be responsible for finish grading and preparation of the building pad and acknowledges that Seller has not agreed to provide any grading of the Lot beyond its present condition. The exact location of electrical transformers, fire hydrants, irrigation valves and other utility vaults may not be known at the time this Agreement is signed. Seller will exercise judgment in placing these items, but will not be responsible if the appearance or location thereof is objectionable to Purchaser. Purchaser acknowledges and agrees that except as may otherwise be provided in the Applicable Declarations, Purchaser shall be responsible for the repair or replacement, as necessary, any sidewalks, landscaping and trees installed by Seller which are damaged or destroyed as a result of construction performed by Purchaser. The City of Las Vegas, the Las Vegas Valley Water District, and Nevada Power Company will charge fees for sewer, water and electrical systems and other municipal improvements as a condition to providing services or issuance of a Building Permit for the Lot. These charges, and any similar charges levied by the City, the Water District or the Power Company, are the responsibility of Purchaser, not Seller, including the capacity connection charge payable to the Las Vegas Valley Water District. Any other such fees which are required to be paid at or prior to the Close of Escrow will be collected by Escrow Agent from Purchaser.

7. Default by Purchaser. By placing their initials here, Seller (_____) and Purchaser (_____) agree that it would be impractical or extremely difficult to fix actual damages likely to be suffered by Seller in case of Purchaser's failure to complete the purchase of the Lot due to Purchaser's default. Purchaser and Seller further agree that the Earnest Money Deposit is a reasonable estimate of the damages Seller is likely to suffer in the event of Purchaser's default. In the event of a default by Purchaser, Seller shall be entitled to the entire Earnest Money Deposit as liquidated damages and Escrow Agent shall deliver such funds to Seller upon written notice to Escrow Agent from Seller specifying the nature of Purchaser's default. Such disbursement by Escrow Agent to Seller of the Earnest Money Deposit shall constitute Seller's exclusive remedy hereunder for a default of Purchaser.

8. Warranties. Purchaser hereby acknowledges and represents and warrants to Seller that Purchaser is not relying upon any warranties, promises, guarantees, advertisements or representations made by Seller or anyone acting or claiming to act on behalf of Seller. Except as expressly provided in Section 6 of this Agreement, Purchaser agrees that the Lot shall be conveyed to Purchaser in its "as is" condition and Seller makes no representations or warranties of any kind whatsoever as to the Lot, its condition or any other aspect thereof, including, without limitation, any patent or latent physical condition or aspect of the Lot or the presence of hazardous or regulated materials on the Lot or any other environmental condition relating to the Lot. Except as otherwise expressly provided in Section 6 hereof, Purchaser hereby waives any and all claims against Seller regarding the condition of the Lot. Purchaser hereby acknowledges and agrees that by accepting the Deed to the Lot: (a) Purchaser or its agents have examined and are satisfied with the Lot, the boundaries of the Lot, the soil condition of the Lot, any existing easements effecting the Lot, utility availability, and all laws, ordinances, regulations, permitted uses and other matters relating to the Lot; (b) Purchaser is accepting the Lot in its "as is" condition and confirming that the same is satisfactory for the uses and purposes intended by Purchaser; (c) Purchaser is acknowledging that Seller has not made, does not make, and has not authorized anyone else to make any representation or warranty as to the past, present or future condition or use of the Lot; (d) Purchaser is assuming all risks regarding the Lot. Seller and Purchaser acknowledge and agree that the terms and conditions of this Section 8 concerning the condition of the Lot shall survive and remain in effect after the Close of Escrow.

9. Security Services. Purchaser understands that Seller makes no representations or warranties of any kind, except for those expressly set forth in writing herein, as to whether or not any security personnel or services will be provided or retained for the Lot. Seller agrees to provide a limited access entry gate at the Alta Boulevard entrance to the Planned Community. Purchaser understands that the decision of whether to provide security services and the level of such security services to be provided is the responsibility of the Association.

10. Soil Condition. Soils and geotechnical conditions vary throughout Southern Nevada. Soils are often expansive or composed of large amounts of rock and may react in differing manners to various structural loads. Although all lots in the Planned Community have been rough graded and compacted, Seller makes no representation or warranty as to the adequacy of the soil condition for improvements other than those constructed (or caused to be constructed) by Seller. Purchaser shall engage the services of a qualified contractor and geotechnical engineer for the installation of any improvements (including, without limitation, swimming pools), to ensure appropriate design and construction methods, including proper drainage and stabilization measures. Due to differing geologic conditions, design methods may vary from location to location. Seller and Purchaser acknowledge and agree that the terms and conditions of this Section 10 concerning the soil condition shall survive and remain in effect after the Close of Escrow.

11. Association Fees. Purchaser acknowledges and understands that the Lot being purchased is located in the Planned Community known as "Queensridge" and is subject to the Applicable Declarations. As owner of the Lot, Purchaser shall be a member of the Association. Purchaser understands and agrees that Purchaser shall be responsible for payment to the Association of all Assessments imposed by the Applicable Declarations, which include the Annual Assessments, if any, Assessments for the Queensridge North Special Benefits Area, Special Benefits Area Assessments for the Orient Express Special Benefits Area, and any other Assessments imposed by the Applicable Declarations (collectively "Assessments"). The combined total amount of the Assessments applicable to the Lot on the date of execution of this Agreement is Two Hundred Forty-Two Dollars ($242.00) per month. Purchaser agrees to pay at Close of Escrow the first three monthly installments of the Assessments. The amount of Purchaser's Assessments may increase in subsequent years as provided in the Applicable Declarations and any amendments thereto.

12. Inspection. Purchaser acknowledges that, prior to signing this Agreement, Purchaser conducted a personal, on-the-lot inspection of the Lot. Following such inspection, Purchaser executed the Affirmation Form attached hereto as Attachment "B". Purchaser represents and warrants that it has been given an adequate opportunity to investigate, inspect and become familiar with all aspects and components of the Lot and the Planned Community, and the surrounding and nearby areas, neighborhoods, services and facilities. Purchaser further represents that it is relying solely on such investigation and inspection, and that it is not relying on any warranties, promises, guarantees or representations by Seller or anyone acting or claiming to act on behalf of Seller (including, without limitation, Seller's sales agents and representatives). Purchaser represents that it has neither received nor relied on advice of any nature from Seller, Seller's sales representatives or Escrow Agent, and that Purchaser has been advised to retain legal counsel.

13. Future Development. Purchaser acknowledges that except for the information contained in Zoning Information Disclosure ("Zoning Disclosure") required by Nevada Revised Statutes ("NRS") Chapter 113 and attached hereto as Attachment "C" or the Public Offering Statement for Queensridge (Custom Lots) (the "Public Offering Statement") required by NRS Chapter 116, Seller has made no representations or warranties concerning zoning or the future development of phases of the Planned Community or the surrounding area or nearby property.

14. Completion of Finished Lot Improvements. Pursuant to the Interstate Land Sales Full Disclosure Act, 42 U.S.C.S. §§ 1701 - 1702, and the regulations promulgated thereunder, Seller covenants to Purchaser that the Finished Lot Improvements (defined in Section 6 of this Agreement) shall be completed prior to the issuance of a Building Permit for the Lot; provided, however, that the covenants of Seller to complete the Finished Lot Improvements within such period of time (i) may be deferred or delayed as a result of conditions beyond the control of Seller, including, without limitation, Acts of God, strikes, or material shortages; and (ii) are conditioned upon grounds sufficient to establish impossibility of performance under Nevada law.

15. Purchaser's Construction of Residence. Purchaser acknowledges that the construction of Improvements (as defined in the Master Declaration) on the Lot are governed by the Master Planned Community Standards applicable to the Customs Lots and any other provisions of the Applicable Declarations governing the construction of Improvements to the Custom Lots. Purchaser acknowledges that the Master Planned Community Standards require, among other things, the following:

a. The submittal of preliminary plans and drawings for the residential dwelling unit and other out buildings (collectively the "Residence Plans"), and plans for recreational amenities, such as swimming pools and tennis courts, and landscaping (collectively "Landscaping and Recreational Amenities Plans") no later than 2 1/2 years after close of Escrow;

b. The commencement of construction of the Residence (which means the commencement of visible work on the Lot) within 3 years after close of Escrow;

c. For Lots 1 through 5, inclusive, in Block A, and Lots 6 through 21, inclusive, in Block B, of Parcel 20, the issuance of a Certificate of Occupancy for the Residence within 4½ years after Close of Escrow, and

d. The commencement of work for recreational amenities and landscaping on or before 6 months after the issuance of the Certificate of Occupancy and the completion thereof within 6 months after the commencement of such work.

The Purchaser is also aware that the Master Planned Community Standards provide that a fine of $50 per day will be imposed by the Association for failure to comply with any above-described time periods. The above described time periods will not be extended by reason of Purchaser's sale of the Lot or by the failure of Purchaser to meet any previous time period.

16. Purchaser's Right to Cancel. Unless the Purchaser has personally inspected the Lot, the Purchaser may cancel, by written notice, this Agreement until midnight of the fifth (5th) calendar day following its execution by both Purchaser and Seller.

17. Purchaser Not To Assign. In view of the credit qualifications, processing and other personal matters considered by Seller in accepting this Agreement, prior to the Close of Escrow the rights of Purchaser hereunder any not be assigned, sold, transferred or hypothecated by Purchaser voluntarily, involuntarily, or by operation of law without first obtaining Seller's written consent, which consent may be withheld in Seller's sole absolute discretion.

18. Purchaser's Interest. By this Agreement, Purchaser acquires no right, title or interest of any kind whatsoever in or to the Lot, or any part thereof until and unless the Escrow herein provided for shall successfully close. It is agreed that except as otherwise provided in Section 14 hereof (Completion of Finished Lot Improvements), Purchaser's sole remedy for any breach hereof by Seller shall be an action at law for monetary damages and that Purchaser shall have no right to specific performance of this Agreement. In no event and at no time prior to the Close of Escrow shall Purchaser have any right to enter upon the Lot for any reason without being accompanied by an employee or agent of the Seller unless Seller and Purchaser have executed a separate license agreement for access. Subject to the foregoing, Seller shall at Purchaser's request, allow reasonable access to the Lot for Purchaser's inspection of the Lot during normal business hours and subject to such reasonable conditions as Seller may require.

19. Entire Understanding. This Agreement constitutes the entire Agreement and understanding between Purchaser and Seller with respect to the purchase of the Lot and may not be amended, changed, modified or supplemented except by an instrument in writing signed by both parties. This Agreement supersedes and revokes all prior written and oral understandings between Purchaser and Seller with respect to the Lot, including, but not limited to, any Custom Home Lot Reservation.

20. Effective Date. Execution of this Agreement by Purchaser and by Seller's sales representative shall constitute only an offer by Purchaser to purchase which will not be binding unless accepted by Seller by execution of this Agreement by an authorized member of Seller or Seller's attorney-in-fact and delivered to Purchaser or Purchaser's agent within one (1) day after Seller's acceptance within three (3) business days after the date such offer is executed by Purchaser. Failure of Seller to so accept shall automatically revoke Purchaser's offer and all funds deposited by Purchaser with Seller or Seller's Broker, or Escrow Agent shall be promptly refunded to Purchaser. Seller's sales representatives are not authorized to accept this offer unless so empowered by a recorded power-of-attorney. Receipt and deposit of Purchaser's funds by Seller's sales representative shall not constitute an acceptance of this offer by Seller.

21. Provisions Severable. Each of the provisions of this Agreement is independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

22. Attorneys' Fees and Costs. In any action, proceeding or arbitration between the parties, whether or not arising out of this Agreement and whether prior to or after the Close of Escrow, the parties shall pay their own attorneys' fees and arbitration and court costs, except as otherwise expressly provided in this Agreement.

23. Miscellaneous. Time is of the essence of this Agreement. In the event of any conflict between the provisions of this Agreement as amended from time to time, and the provisions of any separate or supplementary escrow instructions, the provisions of this Agreement shall control. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

24. Modification and Waivers. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the parties. The waiver by Seller of any term or obligation under this Agreement shall not be construed as a waiver of any other or subsequent term or obligation under this Agreement.

25. Notices. Any notices, demands or other communications given hereunder shall be in writing and shall be deemed delivered upon personal delivery or two (2) business days after they are mailed with postage prepaid, by registered or certified mail, return receipt requested, to the party receiving such notice. Purchaser's address for notice

purposes is set forth beneath Purchaser's signature to this Agreement. Seller's address for notice purposes is 851 South Rampart, Las Vegas, Nevada 89128.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original and all of which taken together shall constitute one and the same Agreement.

27. Further Assurances. From time to time, upon reasonable request from the other party, each of the parties agree to execute any and all additional documents or to take such additional action as shall be reasonably necessary or appropriate to carry out the transaction contemplated by this Agreement.

28. Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, executors, administrators and assigns. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

29. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

30. Drafting. Each party to this Agreement represents that he has read and understood each provision of this Agreement and has discussed this Agreement with legal counsel or has been advised to and has been provided the opportunity to discuss this Agreement with legal counsel. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

31. Use of Gender and Number. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

32. Arbitration. Any dispute or claim arising under this Agreement which cannot be resolved to the mutual satisfaction of the parties hereto shall be determined by arbitration, pursuant to the provisions of Chapter 38 of the Nevada Revised Statutes. Each party shall select one arbitrator within fifteen (15) days after demand for arbitration, and the two arbitrators so selected shall select a third arbitrator within fifteen (15) days of their initial selection. Any decision by two or three arbitrators shall be binding. The costs of arbitration shall be paid equally by the parties. The arbitration shall be conducted in Clark County, Nevada.

33. Exclusive Jurisdiction. It is agreed that the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark, shall be the sole and exclusive forum for the resolution of any disputes arising among any of the parties to this Agreement that are not settled by arbitration in accordance with Section 32 hereof or are appealed following an arbitration proceeding. The parties to this Agreement expressly and unconditionally confer jurisdiction for the resolution of any and all disputes upon the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark. In the event that any litigation commenced in the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark, is properly removable to a Federal Court under the laws of the United States of America, such removal shall take place if the legal basis for removal exists; provided, however, that the parties to this Agreement agree that the exclusive venue of the Federal forum for the resolution of any disputes shall be the United States District Court for the District of Nevada, Southern Nevada Division, located in Las Vegas, Nevada.

34. Broker's Commission. By separate agreement, Seller has agreed to pay to Greg Goorjian dba Hilltop Properties, Inc., a Nevada corporation, at Close of Escrow, a real estate broker's commission in connection with the sale of the Lot.

35. Escrow Instructions. The following shall constitute the parties' mutual instructions to Escrow Agent:

a. Seller authorizes Escrow Agent to deliver the Deed to Purchaser and record the same upon payment to Escrow Agent for Seller's account of the full Purchase Price and other fees, costs and charges which Purchaser is required to pay hereunder, and upon condition that Title Company issues the Title Policy described in Section 5 hereof.

b. Escrow Agent has no responsibility for investigating or guaranteeing the status of any garbage fee, power, water, telephone, gas and/or other utility or use bill.

c. Installments maturing on existing encumbrances, if any, during the period of this Escrow shall be paid by the Seller, unless otherwise specifically required herein. All prorations shall be computed on the basis of a thirty (30) day month and shall be made as of Close of Escrow.

d. Escrow Agent assumes no liability for, and is hereby relieved of any liability in connection with any personal property which may be a part of this Escrow.

e. All disbursements made through Escrow shall be made in the form of a check drawn on Escrow Agent's bank.

f. Escrow Agent shall furnish a copy of this Agreement, amendments thereto, closing statements and any other documents deposited in this Escrow to the Lender, the real estate brokers and attorneys involved in this transaction upon the request of the Lender, such brokers or such attorneys.

g. Any check presented for deposit into this Escrow by either party shall be subject to clearance thereof and Escrow Agent shall not be obligated to act upon nor disburse against any such funds until notified by the bank upon which the check is drawn that said check has cleared its account.

h. In the event of litigation, regardless of the claims being litigated or the parties involved, the parties hereto agree to indemnify Escrow Agent and to hold Escrow Agent harmless and to pay reasonable attorneys' fees and costs incurred by Escrow Agent, except in those instances where Escrow Agent is being sued for negligence or because it has failed to comply with the provisions of this Agreement. In the event a suit is brought by any party(ies) to this Escrow to which the Escrow Agent is named as a party and which results in a judgement in favor of the Escrow Agent and/or against a party or principal of any party hereunder, the principal or principal's agent(s) agree to pay Escrow Agent all costs, expenses and reasonable attorneys' fees which it may expand or incur in said suit, the amount thereof to be fixed and judgement to be rendered by the court in said suit.

i. If there is no action on this Escrow within 180 days after Seller's acceptance of Purchaser's offer, Escrow Agent's agency obligations shall terminate in Escrow Agent's sole discretion any and all documents, monies, or other items held by Escrow Agent shall be returned to the parties depositing the same. In the event of cancellation of this Escrow, whether it be at the request of the parties or otherwise, the fees and charges due Escrow Agent, including expenditures incurred and/or authorized, shall be borne equally by the parties hereto.

j. Should Escrow Agent, before or after the Close of Escrow, receive or become aware of conflicting demands or claims with respect to this Escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, Escrow Agent shall have the right to discontinue any or all further acts on Escrow Agent's part until such conflict is resolved to Escrow Agent's satisfaction, and Escrow Agent has the right to commence or defend any action or proceedings for the determination of such conflict as provided in subsections i. and j. hereof.

k. Time is of the essence in this Agreement and each party hereto requires that the other party comply with all requirements necessary to place this Escrow in a condition to close as provided in said Agreement; provided, however, that if the Scheduled Closing Date, or any other compliance date specified herein, falls on a Saturday, Sunday or legal holiday, the time limit set forth herein is extended through the next full business day. In the absence of written direction to the contrary, Escrow Agent is authorized to take any administrative steps necessary to effect the closing of this Escrow subsequent to the date set forth herein.

l. Either party hereunder claiming right of cancellation of this Escrow shall file written notice and demand for cancellation in the office of Escrow Agent in writing and in duplicate. Escrow Agent shall, within three (3) business days following receipt of such written notice, notify the party against whom said cancellation is filed by depositing a copy of said notice in the United States Mail, addressed to such other party at the last address filed with Escrow Agent. In such event, Escrow Agent is authorized and directed to hold all money and instruments in this Escrow pending mutual written instructions by the parties hereto, or a final order by a court of competent jurisdiction. The parties are aware, however, and expressly agree and consent, that Escrow Agent shall have the absolute right at its sole discretion, to file a suit or counter claim in interpleader and to obtain an order from the court requiring the claimants to interplead and litigate in such court their several claims and rights amongst themselves. In the event such suit or claim is brought, the parties hereto jointly and severally agree to pay Escrow Agent all costs, expenses and reasonable attorneys' fees which may expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court in

such suit. Upon the filing of such suit or counterclaim said Escrow Agent shall thereupon be fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this Escrow.

36. **Documents and Disclosures Addendum.** The information included in Addendum 1 to this Agreement is hereby incorporated by this reference.

PURCHASER:

Signature: Robert N Peccole

Printed Name: Robert N Peccole

Date: 4/11/00

Signature: Nancy A. Peccole

Printed Name: NANCY PECCOLE

Date: 4-11-00

Address: _____

Phone (Res.): _____

Phone (Bus.): _____

ACKNOWLEDGMENT OF RECEIPT OF PURCHASER'S EARNEST MONEY DEPOSIT:

Grey Goojian Date: 4/11 00
(Sales Representative)

THE FOREGOING ACKNOWLEDGMENT BY THE SALES REPRESENTATIVE DOES NOT CONSTITUTE SELLER'S ACCEPTANCE OF THIS OFFER.

SELLER'S ACCEPTANCE

Accepted by Seller on _____

NEVADA LEGACY 14, LLC, a Nevada limited liability company

By: PECCOLE NEVADA CORPORATION, a Nevada corporation, its Manager

By: Larry Miller
LARRY MILLER, its C.E.O.

CONSENT OF ESCROW AGENT:

The undersigned hereby agrees to accept this Agreement, act as Escrow Agent under this Agreement and be bound by this Agreement in the performance of its duties as Escrow Agent; provided, however, that the undersigned shall have no obligation, liability or responsibility under any supplement or amendment to this Agreement, unless and until the same shall be accepted in writing or prepared by the undersigned.

Escrow Agent:

Nevada Title Company, a Nevada corporation

By:_____

Its:_____

Date:_____

PECCOLE RANCH

MASTER PLAN

A Master Plan Amendment and Phase Two Rezoning Application

Exhibit 1
Date 12-5-16
Witness DERRICO
C. Lewis #497 VOLUME I

PREPARED FOR:

The Peccole Ranch Partnership:

Peccole Trust
2300 West Sahara Avenue
Box 17, Suite 870
Las Vegas, Nevada 89102
(702) 871-2700

Triple Five Development Group Central, Ltd.
Suite 900, Capital Place
9707 - 110 Street
Edmonton, Alberta
Canada T5K 2L9
(403) 482-7800

PREPARED BY:

A. Wayne Smith & Associates
1515 East Missouri Avenue
Suite 100
Phoenix, Arizona 85014
(602) 234-3474

February 6, 1990

TABLE OF CONTENTS

	Page
Introduction - Peccole Ranch Overall Master Plan	1
Master Plan Comparison: Proposed Peccole Ranch Vs. Approved Peccole Ranch	3
Phase Two - Peccole Ranch	8
Development Plan - Phase Two	16
Quality of Development	16
General Plan Conformance	17

EXHIBITS

		Page
Exhibit A	Proposed Peccole Ranch Partnership Master Plan	4
Exhibit B	Approved Peccole Ranch Partnership Master Plan 2/89.	5
Exhibit C	Area Plan	2
Exhibit D	Destination Resort Casino Site Plan	11
Exhibit E	Roadway Plan and Cross Sections	13
Exhibit F	Roadway Plan and Cross Sections	14
Exhibit G	Phase One - Home Builders	7
	Land Use Data - Phase Two	18
	Land Use Data - Overall Master Plan	19
	Student Population Projections	20

PECCOLE RANCH

The proposed 1,569.6 acre Peccole Ranch Master Plan is being submitted to the City of Las Vegas for the approval of an Amendment to the overall Conceptual Master Plan, along with the rezoning of the 996.4 acres in Phase Two to R-PD7, R-3, and C-1 designations. The following narrative describes the intent of the proposed overall Master Plan, compares the Plan with the previously approved overall Peccole Ranch Master Plan, and discusses in detail those land uses proposed in the Phase Two development of Peccole Ranch.

INTRODUCTION - PECCOLE RANCH OVERALL MASTER PLAN

The Peccole Ranch overall Conceptual Master Plan which was approved on February 15, 1989 consisted of 1,716 3 acres. The present overall Plan illustrates a reduction in the 1,716.3 acreage due to the elimination of a previously zoned multi-family parcel and several neighborhood commercial/office parcels totalling 83.9 acres. The existing 10.9 acre water storage parcel owned and managed by the Las Vegas Valley Water District was also removed. The proposed overall Master Plan now consists of 1,569.6 acres

Peccole Ranch is located within the northwest and southwest growth areas of the Las Vegas Metropolitan Area (Exhibit C, page 2), and has an excellent time-distance relationship to surrounding support services, employment centers, and transportation network including McCarran International Airport. This particular area of the Valley has been experiencing a rapid growth rate as demonstrated by those developments occurring in the Peccole Ranch vicinity such as Canyon Gate, Summerlin, and The Lakes. Planning efforts for these planned communities promote viable growth, compatibility with adjacent uses, and a commitment to quality. It is this trend that became the basis of a Plan that would maintain flexibility to accommodate future market changes The proposed Plan is conceptual in nature to allow detailed planning at the time of development In this way the lifestyles of the anticipated population can be met. The physical character of Peccole Ranch is enhanced by its higher elevation than the rest of the City Views of the surrounding mountains provide a visually pleasant backdrop and the evening lights of downtown Las Vegas are in the distant view.

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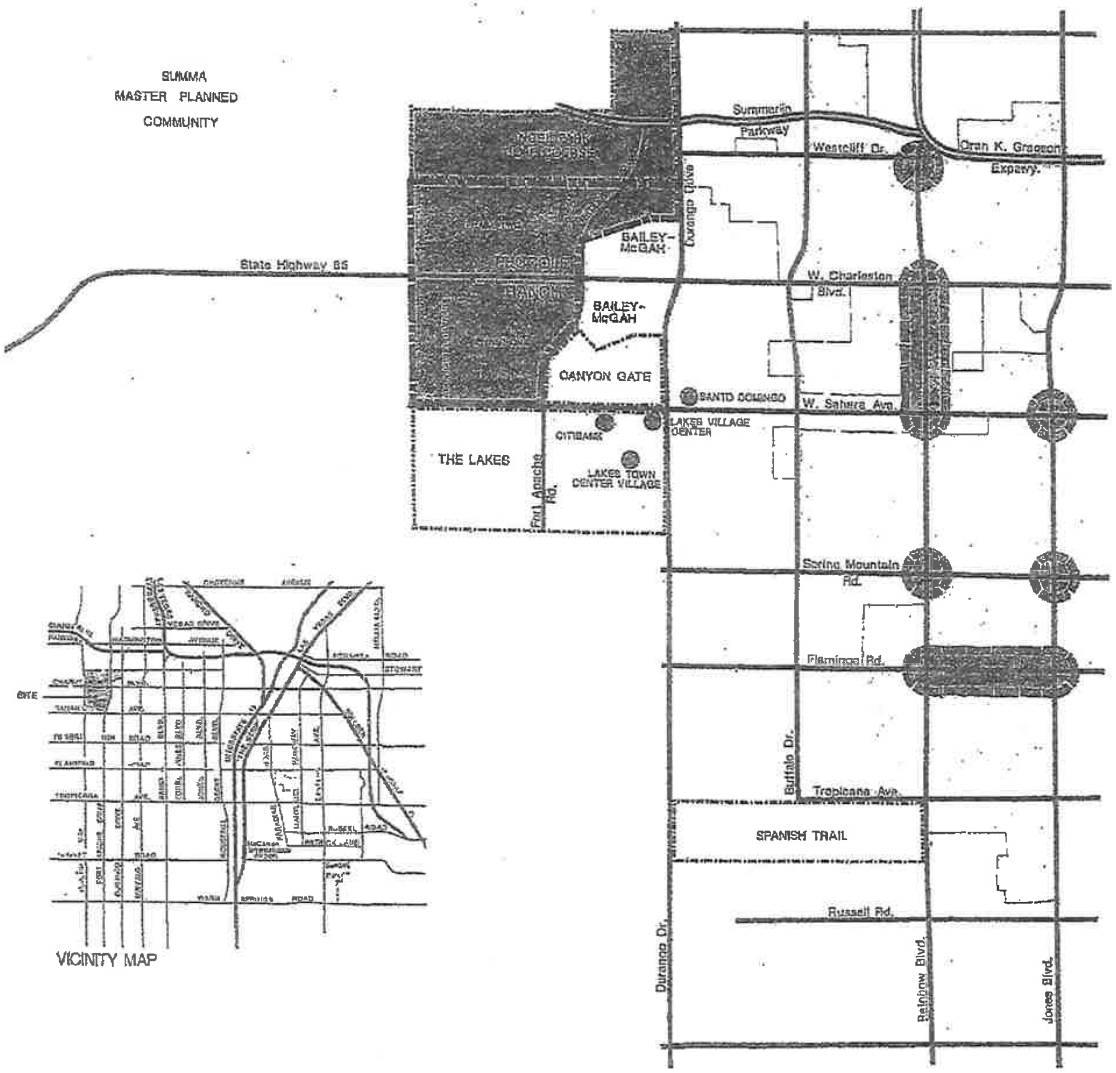

VICINITY MAP

Existing Development

Shopping Center Locations

Area Neighborhood Commercial

AREA PLAN

Peccole Ranch Partnership

Prepared By:
A. Wayne Smith & Associates
1515 East Missouri, Suite 100
Phoenix, Arizona 85014 (602) 234-3474

AWS & A 2/06/90

0 2000 3200 6400 FEET

NORTH

EXHIBIT C

The proposed Peccole Ranch overall Master Plan (Exhibit A, page 4) incorporates office, neighborhood commercial, a nursing home, and a mixed use village center around a strong residential base in a cohesive manner. A destination resort-casino, commercial/office and commercial center have been proposed in the most northern portion of the project area. Special attention has been given to the compatibility of

neighboring uses for smooth transitioning, circulation patterns, convenience and aesthetics. An extensive 253 acre golf course and linear open space system winding throughout the community provides a positive focal point while creating a mechanism to handle drainage flows.

Also of importance to Peccole Ranch is the alignment of the Summerlin Parkway under construction north of the Project. The Summerlin Parkway is an east/west expressway which will be approximately three to three and one-half miles long originating at the curve of the Oran A. Gragson Expressway (Westcliff Drive and Rainbow Boulevard) with a terminus at the corner of the two initial Summerlin Villages Adjacent to the northern boundary of the Peccole Ranch property is the 640 acre Angel Park. When complete, this regional park will include two world class golf courses designed by Arnold Palmer.

The development plan for Peccole Ranch is designed to benefit the current and long range needs of the Las Vegas Metropolitan Area as the population expansion is realized. Overall project character and identity will reflect the high standards of quality envisioned by the developer and a consistency with the pattern of regional community development

OVERALL MASTER PLAN COMPARISON: PROPOSED PECCOLE RANCH MASTER PLAN VS. APPROVED PECCOLE RANCH MASTER PLAN

The proposed Peccole Ranch Master Plan is an amendment to the Peccole Ranch Master Plan which was approved by the City of Las Vegas on February 15, 1989 (Exhibit B, page 5). The main difference between the Plans is the redesignation of 100 1 acres located at the northeast corner of the property to a commercial land use more properly reflecting its location near the Summerlin Parkway and the destination

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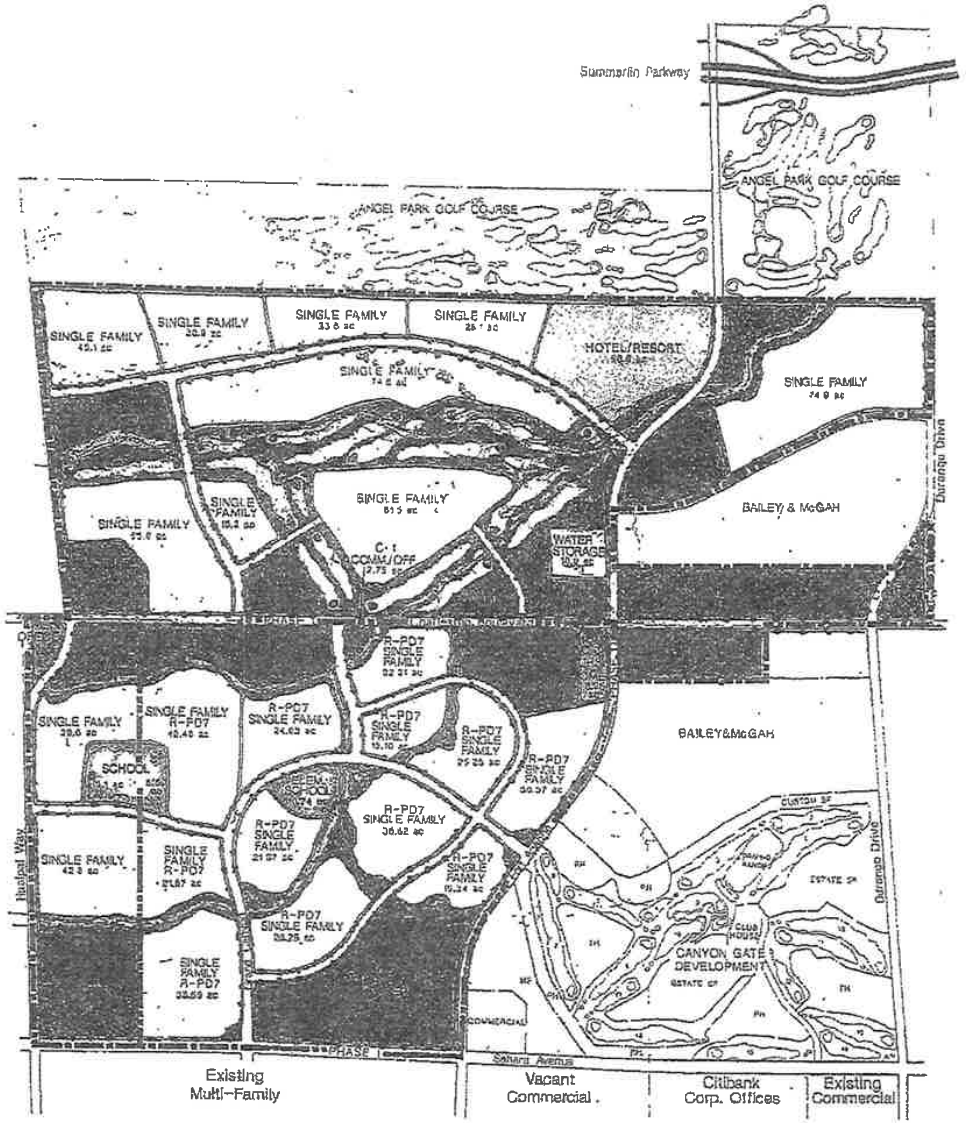

SITE DATA – PHASE 1

LAND USE	NET ACRES	NET DENSITY DU/ac	UNITS
Nursing Home	8.25		
Single Family	328.49	7.0	2299
Multi-Family	45.39	24.0	1088
Mixed Use Village Center			
Commercial/Office	40.00		
Multi-Family	35.56	34.0	1209
Commercial/Office	2.75		
Drainage/Open Space	41.47		
R.O.W	53.97		
Elementary School	17.34		
PHASE 1 TOTAL	573.19	8.8	4596

SITE DATA – FUTURE PHASES

LAND USE	ACRES
Single Family	487.9
Multi-Family	183.9
Neighborhood Commercial/Office	137.7
Office	5.4
Hotel/Resort	55.6
Water Storage	10.9
Golf Course/Drainage	207.1
R.O.W.	90.5
School	13.1
FUTURE PHASES TOTAL	1143.1
GRAND TOTAL	1716.3

MASTER PLAN

Peccole Ranch Partnership

Suite 900, Capital Place
9707-110 Street
Edmonton, Alberta T5K2L9 403-482-7800

Prepared By
A. Wayne Smith & Associates
1515 East Missouri Suite 100
Phoenix Arizona 85014 (602) 234-3474

AWS & A

0 500 1000 2000 FEET

NORTH

EXHIBIT B