

IN THE SUPREME COURT OF THE STATE OF NEVADA

CITY OF LAS VEGAS, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,

Appellant,

vs.

180 LAND CO., LLC, A NEVADA LIMITED-
LIABILITY COMPANY; AND FORE STARS,
LTD., A NEVADA LIMITED-LIABILITY
COMPANY,

Respondents.

180 LAND CO., LLC, A NEVADA LIMITED-
LIABILITY COMPANY; AND FORE STARS,
LTD., A NEVADA LIMITED-LIABILITY
COMPANY,

Appellants/Cross-Respondents,

vs.

CITY OF LAS VEGAS, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,

Respondent/Cross-Appellant.

No. 84345

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Aug 25 2022 02:53 p.m.
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**JOINT APPENDIX,
VOLUME NO. 86**

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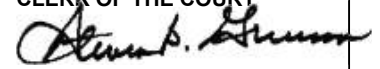
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DISTRICT COURT

CLARK COUNTY, NEVADA

180 LAND CO., LLC, a Nevada limited liability
company, FORE STARS Ltd., DOE
INDIVIDUALS I through X, ROE
CORPORATIONS I through X, and ROE
LIMITED LIABILITY COMPANIES I through
X,

Plaintiffs,

vs.

CITY OF LAS VEGAS, political subdivision of
the State of Nevada, ROE government entities I
through X, ROE CORPORATIONS I through X,
ROE INDIVIDUALS I through X, ROE
LIMITED LIABILITY COMPANIES I through
X, ROE quasi-governmental entities I through X,

Defendant.

Case No.: A-17-758528-J
Dept. No.: XVI

**APPENDIX OF EXHIBITS IN SUPPORT
OF PLAINTIFFS LANDOWNERS'
REPLY IN SUPPORT OF MOTION TO
DETERMINE TAKE AND MOTION FOR
SUMMARY JUDGMENT ON THE FIRST,
THIRD AND FOURTH CLAIMS FOR
RELIEF AND OPPOSITION TO THE
CITY'S COUNTER-MOTION FOR
SUMMARY JUDGMENT**

VOLUME 19

Hearing Date: September 23, 2021

Hearing Time: 1:30 p.m.

The Plaintiffs, 180 Land Co LLC and Fore Stars, Ltd. (hereinafter referred to as
“Landowners”) hereby submit this Appendix of Exhibits in Support of their Reply in Support of
their Motion to Determine Take and Motion for Summary Judgment on the First, Third and Fourth
Claims for Relief which also Opposes the City’s Counter-Motion for Summary Judgment as
follows:

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Exhibit No.	Description	Vol. No.	Bates No.
1	Findings of Fact and Conclusions of Law Regarding Plaintiff Landowners' Motion to Determine "Property Interest"	1	000001-000005
2	Map 1 of 250 Acre Land	1	000006
3	Map 2 of 250 Acre Land	1	000007
4	Notice of Related Cases	1	000008-000012
5	April 15, 1981 City Commission Minutes	1	000013-000050
6	December 20, 1984 City of Las Vegas Planning Commission hearing on General Plan Update	1	000051-000151
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	2	000152-000164
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	2	000165-000188
9	City's Opposition to Motion to Determine "Property Interest"	2	000189-000216
10	City of Las Vegas' Motion for Judgment on the Pleadings on Developer's Inverse Condemnation Claims	2	000217-000230
11	Petition for Writ of Mandamus, or in the Alternative, Writ of Prohibition	2	000231-000282
12	Supreme Court Order Denying Petition for Writ of Mandamus or Prohibition	2	000283-000284
13	Supreme Court Order Denying Rehearing	2	000285-000286
14	Supreme Court Order Denying En Banc Reconsideration	2	000287-000288

1	15	Motion to Dismiss Complaint for Declaratory and Injunctive Relief and in Inverse Condemnation, <i>Fore Stars, Ltd. Seventy Acres, LLC v. City of Las Vegas, et al.</i> , Case No. A-18-773268-C	2	000289-000308
2	16	City's Sur Reply Memorandum of Points and Authorities in Support of Motion to Dismiss Complaint for Declaratory and Injunctive Relief and Inverse Condemnation, <i>Fore Stars, Ltd. Seventy Acres, LLC v. City of Las Vegas, et al.</i> , Case No. A-18-773268-C	2	000309-000319
3	17	City's Proposed Findings of Fact and Conclusion of Law Granting City's Motion to Dismiss Complaint, <i>Fore Stars, Ltd. Seventy Acres, LLC v. City of Las Vegas, et al.</i> , Case No. A-18-773268-C	2	000320-000340
4	18	Order Denying City of Las Vegas' Motion to Dismiss, <i>Fore Stars, Ltd. Seventy Acres, LLC v. City of Las Vegas, et al.</i> , Case No. A-18-773268-C	2	000341-000350
5	19	City of Las Vegas' Motion to Dismiss, <i>180 Land Co., LLC v. City of Las Vegas, et al.</i> , Case No. A-18-775804-J	2	000351-000378
6	20	2.15.19 Minute Order re City's Motion to Dismiss	2	000379
7	21	Respondents' Answer Brief, Supreme Court Case No. 75481	2	000380-000449
8	22	Order Granting Plaintiffs' Petition for Judicial Review, <i>Jack B. Binion, et al vs. The City of Las Vegas</i> , Case No. A-17-752344-J	2	000450-000463
9	23	Supreme Court Order of Reversal	2	000464-000470
10	24	Supreme Court Order Denying Rehearing	2	000471-000472
11	25	Supreme Court Order Denying En Banc Reconsideration	2	000473-000475
12	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 NRCP 12(b)(5) Motion to Dismiss Plaintiffs' Amended Complaint	2	000476-000500
13	27	Notice of Entry of Findings of Fact, Conclusions of Law, Final Order of Judgment, <i>Robert Peccole, et al v. Peccole Nevada Corporation, et al.</i> , Case No. A-16-739654-C	2	000501-000545

1	28	Supreme Court Order of Affirmance	2	000546-000550
2	29	Supreme Court Order Denying Rehearing	2	000551-000553
3	30	November 1, 2016 Badlands Homeowners Meeting Transcript	2	000554-000562
4	31	June 13, 2017 Planning Commission Meeting Verbatim Transcript	2	000563-000566
5	32	Notice of Entry of Findings of Fact and Conclusions of Law Granting City of Las Vegas' Motion for Summary Judgment, <i>180 Land Co. LLC, et al v. City of Las Vegas</i> , Case No. A-18-780184-C	3	000567-000604
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8	33	June 21, 2017 City Council Meeting Combined Verbatim Transcript	3	000605-000732
9	34	Declaration of Yohan Lowie	3	000733-000739
10	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	3	000740-000741
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14	36	Master Declaration of Covenants, Conditions Restrictions and Easements for Queensridge	3	000742-000894
15	37	Queensridge Master Planned Community Standards - Section C (Custom Lot Design Guidelines)	3	000895-000896
16	38	Custom Lots at Queensridge Purchase Agreement, Earnest Money Receipt and Escrow Instructions	3	000897-000907
17				
18	39	Public Offering Statement for Queensridge North (Custom Lots)	4	000908-000915
19	40	Deposition of Yohan Lowie, <i>In the Matter of Binion v. Fore Stars</i>	4	000916-000970
20	41	The City of Las Vegas' Response to Requests for Production of Documents, Set One	4	000971-000987
21				
22	42	Respondent City of Las Vegas' Answering Brief, <i>Jack B. Binion, et al v. The City of Las Vegas, et al.</i> , Case No. 17-752344-J	4	000988-001018
23	43	Ordinance No. 5353	4	001019-001100
24	44	Original Grant, Bargain and Sale Deed	4	001101-001105

1	45	May 23, 2016 Par 4 Golf Management, Inc.'s letter to Fore Stars, Ltd. re Termination of Lease	4	001106-001107
2	46	December 1, 2016 Elite Golf Management letter to Mr. Yohan Lowie re: Badlands Golf Club	4	001108
3	47	October 30, 2018 Deposition of Keith Flatt, <i>Fore Stars, Ltd. v. Allen G. Nel</i> , Case No. A-16-748359-C	4	001109-001159
4	48	Declaration of Christopher L. Kaempfer	4	001160-001163
5	49	Clark County Real Property Tax Values	4	001164-001179
6	50	Clark County Tax Assessor's Property Account Inquiry - Summary Screen	4	001180-001181
7	51	Assessor's Summary of Taxable Values	5	001182-001183
8	52	State Board of Equalization Assessor Valuation	5	001184-001189
9	53	June 21, 2017 City Council Meeting Combined Verbatim Transcript	5	001190-001317
10	54	August 2, 2017 City Council Meeting Combined Verbatim Transcript	5	001318-001472
11	55	City Required Concessions signed by Yohan Lowie	5	001473
12	56	Badlands Development Agreement CLV Comments	5	001474-001521
13	57	Development Agreement for the Two Fifty, Section Four, Maintenance of the Community	5	001522-001529
14	58	Development Agreement for the Two Fifty	5	001530-001584
15	59	The Two Fifty Design Guidelines, Development Standards and Uses	5	001585-001597
16	60	The Two Fifty Development Agreement's Executive Summary	5	001598
17	61	Development Agreement for the Forest at Queensridge and Orchestra Village at Queensridge	5	001599-002246
18	62	Department of Planning Statement of Financial Interest	6	002247-002267
19	63	December 27, 2016 Justification Letter for General Plan Amendment of Parcel No. 138-31-702-002 from Yohan Lowie to Tom Perrigo	6	002268-002270
20	64	Department of Planning Statement of Financial Interest	6	002271-002273

1	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	6	002274-002275
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3	66	Department of Planning Statement of Financial Interest	6	002276-002279
4	67	Department of Planning Statement of Financial Interest	6	002280-002290
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6	68	Site Plan for Site Development Review, Parcel 1 @ the 180, a portion of APN 138-31-702-002	6	002291-002306
7	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	6	002307-002308
8				
9	70	Custom Lots at Queensridge North Purchase Agreement, Earnest Money Receipt and Escrow Instructions	7	002309-002501
10				
11	71	Location and Aerial Maps	7	002502-002503
12	72	City Photos of Southeast Corner of Alta Drive and Hualapai Way	7	002504-002512
13	73	February 14, 2017 Planning Commission Staff Recommendations	7	002513-002538
14	74	June 21, 2017 Planning Commission Staff Recommendations	7	002539-002565
15				
16	75	February 14, 2017 Planning Commission Meeting Verbatim Transcript	7	002566-002645
17	76	June 21, 2017 Minute re: City Council Meeting	7	002646-002651
18	77	June 21, 2017 City Council Staff Recommendations	7	002652-002677
19	78	August 2, 2017 City Council Agenda Summary Page	7	002678-002680
20				
21	79	Department of Planning Statement of Financial Interest	7	002681-002703
22	80	Bill No. 2017-22	7	002704-002706
23	81	Development Agreement for the Two Fifty	7	002707-002755
24	82	Addendum to the Development Agreement for the Two Fifty	8	002756

1	83	The Two Fifty Design Guidelines, Development Standards and Permitted Uses	8	002757-002772
2	84	May 22, 2017 Justification letter for Development Agreement of The Two Fifty, from Yohan Lowie to Tom Perrigo	8	002773-002774
3	85	Aerial Map of Subject Property	8	002775-002776
4	86	June 21, 2017 emails between LuAnn D. Holmes and City Clerk Deputies	8	002777-002782
5	87	Flood Damage Control	8	002783-002809
6	88	June 28, 2016 Reasons for Access Points off Hualapai Way and Rampart Blvd. letter from Mark Colloton, Architect, to Victor Balanos	8	002810-002815
7	89	August 24, 2017 Access Denial letter from City of Las Vegas to Vickie Dehart	8	002816
8	90	19.16.100 Site Development Plan Review	8	002817-002821
9	91	8.10.17 Application for Walls, Fences, or Retaining Walls	8	002822-002829
10	92	August 24, 2017 City of Las Vegas Building Permit Fence Denial letter	8	002830
11	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	8	002831-002834
12	94	Declaration of Vickie Dehart, <i>Jack B. Binion, et al. v. Fore Stars, Ltd.</i> , Case No. A-15-729053-B	8	002835-002837
13	95	Supreme Court Order of Affirmance, <i>David Johnson, et al. v. McCarran International Airport, et al.</i> , Case No. 53677	8	002838-002845
14	96	De Facto Taking Case Law From State and Federal Jurisdictions	8	002846-002848
15	97	Department of Planning Application/Petition Form	8	002849-002986
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1	98	11.30.17 letter to City of Las Vegas Re: 180 Land Co LLC ("Applicant"t - Justification Letter for General Plan Amendment [SUBMITTED UNDER PROTEST] to Assessor's Parcel ("APN(st") 138-31-601-008, 138-31- 702-003, 138-31-702-004 (consisting of 132.92 acres collectively "Property"t - from PR-OS (Park, Recreation and Open Space) to ML (Medium Low Density Residential) as part of applications under PRJ-11990, PRJ-11991, and PRJ-71992	8	002987-002989
2	99	January 9, 2018 City Council Staff Recommendations	8	002990-003001
3	100	Item #44 - Staff Report for SDR-72005 [PRJ-71990] - amended condition #6 (renumbered to #7 with added condition)	8	003002
4	101	January 9, 2018 WVR-72007 Staff Recommendations	8	003003-003027
5	102	January 9, 2018 WVR-72004, SDR-72005 Staff Recommendations	8	003028-003051
6	103	January 9, 2018 WVR-72010 Staff Recommendations	8	003052-003074
7	104	February 21, 2018 City Council Meeting Verbatim Transcript	8	003075-003108
8	105	May 17, 2018 City of Las Vegas Letter re Abeyance - TMP-72012 [PRJ-71992] - Tentative Map Related to WVR-72010 and SDR-72011	9	003109-003118
9	106	May 16, 2018 Council Meeting Verbatim Transcript	9	003119-003192
10	107	Bill No. 2018-5, Ordinance 6617	9	003193-003201
11	108	Bill No. 2018-24, Ordinance 6650	9	003202-003217
12	109	November 7, 2018 City Council Meeting Verbatim Transcript	9	003218-003363
13	110	October 15, 2018 Recommending Committee Meeting Verbatim Transcript	9	003364-003392
14	111	October 15, 2018 Kaempfer Crowell Letter re: Proposed Bill No. 2018-24 (part 1 of 2)	10	003393-003590
15	112	October 15, 2018 Kaempfer Crowell Letter re: Proposed Bill No. 2018-24 (part 2 of 2)	11	003591-003843

1	113	July 17, 2018 Hutchison & Steffen letter re Agenda Item Number 86 to Las Vegas City Attorney	11	003844-003846
2				
3	114	5.16.18 City Council Meeting Verbatim Transcript	11	003847-003867
4	115	5.14.18 Bill No. 2018-5, Councilwoman Fiore Opening Statement	11	003868-003873
5	116	May 14, 2018 Recommending Committee Meeting Verbatim Transcript	11	003874-003913
6	117	August 13, 2018 Meeting Minutes	11	003914-003919
7	118	November 7, 2018 transcript In the Matter of Las Vegas City Council Meeting, Agenda Item 50, Bill No. 2018-24	12	003920-004153
8				
9	119	September 4, 2018 Recommending Committee Meeting Verbatim Transcript	12	004154-004219
10	120	State of Nevada State Board of Equalization Notice of Decision, <i>In the Matter of Fore Star Ltd., et al.</i>	12	004220-004224
11				
12	121	August 29, 2018 Bob Coffin email re Recommend and Vote for Ordinance Bill 2108-24	12	004225
13	122	April 6, 2017 Email between Terry Murphy and Bob Coffin	12	004226-004233
14	123	March 27, 2017 letter from City of Las Vegas to Todd S. Polikoff	12	004234-004235
15				
16	124	February 14, 2017 Planning Commission Meeting Verbatim Transcript	12	004236-004237
17	125	Steve Seroka Campaign letter	12	004238-004243
18	126	Coffin Facebook Posts	12	004244-004245
19	127	September 17, 2018 Coffin text messages	12	004246-004257
20	128	September 26, 2018 email to Steve Seroka re: meeting with Craig Billings	12	004258
21	129	Letter to Mr. Peter Lowenstein re: City's Justification	12	004259-004261
22	130	August 30, 2018 email between City Employees	12	004262-004270
23	131	February 15, 2017 City Council Meeting Verbatim Transcript	12	004271-004398
24	132	May 14, 2018 Councilman Fiore Opening Statement	12	004399-004404

1	133	Map of Peccole Ranch Conceptual Master Plan (PRCMP)	12	004405
2	134	December 30, 2014 letter to Frank Pankratz re: zoning verification	12	004406
3	135	May 16, 2018 City Council Meeting Verbatim Transcript	13	004407-004480
4	136	June 21, 2018 Transcription of Recorded Homeowners Association Meeting	13	004481-004554
5	137	Pictures of recreational use by the public of the Subject Property	13	004555-004559
6	138	Appellees' Opposition Brief and Cross-Brief, <i>Del Monte Dunes at Monterey, Ltd., et al. v. City of Monterey</i>	13	004560-004575
7	139	Respondent City of Las Vegas' Answering Brief, <i>Binion, et al. v. City of Las Vegas, et al.</i>	13	004576-004578
8	140	Grant, Bargain and Sale Deed	13	004579-004583
9	141	City's Land Use Hierarchy Chart	13	004584
10	142	August 3, 2017 deposition of Bob Beers, pgs. 31-36 - <i>The Matter of Binion v. Fore Stars</i>	13	004585-004587
11	143	November 2, 2016 email between Frank A. Schreck and George West III	13	004588
12	144	January 9, 2018 email between Steven Seroka and Joseph Volmar re: Opioid suit	13	004589-004592
13	145	May 2, 2018 email between Forrest Richardson and Steven Seroka re Las Vegas Badlands Consulting/Proposal	13	004593-004594
14	146	November 16, 2017 email between Steven Seroka and Frank Schreck	13	004595-004597
15	147	June 20, 2017 representation letter to Councilman Bob Coffin from Jimmerson Law Firm	13	004598-004600
16	148	September 6, 2017, City Council Verbatim Transcript	13	004601-004663
17	149	December 17, 2015 LVRJ Article, Group that includes rich and famous files suit over condo plans	13	004664-04668

1	150	Affidavit of Donald Richards with referenced pictures attached	14, 15, 16	004669-004830
2	151	65 Acres Combined Clark County Tax Assessor Summary of Taxable Values	17	004831-004836
3	152	Clark County Assessor Valuation (includes 65 Acre Parcel)	17	004837-004861
4	153	Taxes Assessed on 65 Acre Property	17	004862-004864
5	154	(1990) Zoning Ordinance Z-17-90 including the Peccole Ranch Plan (1990)	17	004865-004921
6	155	04.11.84 Attorney General Opinion No. 84-6	17	004922-004928
7	156	<u>Moccasin & 95, LLC v. City of Las Vegas</u>, 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)	17	004929-004933
8	157	Affidavit of Bryan K. Scott	17	004934-004935
9	158	Affidavit of James B. Lewis	17	004936-004937
10	159	12.05.16 Deposition Transcript of Tom Perrigo in case <u>Binion v. Fore Stars</u>	18	004938-004946
11	160	December 2016 Deposition Transcript of Peter Lowenstein in case Binion v. Fore Stars	18	004947-005008
12	161	2050 City of Las Vegas Master Plan (Excerpts)	19	005009-005011
13	162	City of Las Vegas Ordinance No. 3636	19	005012-005020
14	163	10.18.16 Special Planning Commission Meeting Transcript (partial)	19	005021-005026
15	164	05.16.18 City Council Meeting Partial Transcript	19	005027
16	165	04.15.81 City of Las Vegas Commission Minutes re Zone Change Z-34-81	19	005028-005065
17	166	Fore Stars Membership Interest Purchase and Sale Agreement, dated Dec. 1, 2014	19	005066-005082
18	167	LVMC 19.16.090	19	005083-005088
19	168	LVMC 19.10.050 R-PD Residential Planned Development District	19	005089

1	169	LVMC 19.18.020	19	005090
2	170	LVMC 19.12010 CLV Land Use Tables	19	005091-005092
3	171	LVMC 19.06.100 R-2 Medium-Low Density Residential District Designation	19	005093-005097
4	172	11.30.16 Findings of Fact, Conclusions of Law, and Judgment Granting Defendants' NRC	19	005098-005122
5		12(b)(5) Motion to Dismiss Plaintiffs' Amended Complaint, <u>Robert N. Peccole v. Peccole Nevada Corp. et al.</u> , Case No. A-16-739654-C		
6				
7	173	01.31.17 Notice of Entry of Findings of Fact, Conclusions of Law, Final Order, and Judgment, <u>Robert N. Peccole v. Peccole Nevada Corp. et al.</u> , Case No. A-16-739654-C	19	005123-005167
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10	174	11.27.18 NV Supreme Court Order Denying Rehearing, <u>Robert N. Peccole v. Fore Stars, Ltd. et al.</u> , Case No. 72410	19	005168-005170
11				
12	175	10.17.18 NV Supreme Court Order of Affirmance, <u>Robert N. Peccole v. Fore Stars, Ltd. et al.</u> , Case No. 72455	19	005171-005175
13				
14	176	09.21.17 Clark County Assessor Appraisal Division Stipulation for the State Board of Equalization	19	005176-005178
15				
16	177	Chapter 278 applicable as of 1992	20	005179 – 005190
17				
18	178	10.16.030 General Plan Amendment	20	005191-005195
19				
20	179	City Master Plan Land Use Designations, showing the C-V zoning and PR-OS as consistent uses	20	005196-005198
21				
22	180	Letter from Landowners' attorney James Jimmerson to City Attorney Brad Jerbic dated December 7, 2016.	20	005199-005207
23				
24	181	Email from Peter Lowenstein to Landowners re submission of General Plan Amendment application filed under protest, dated November 13, 2017	20	005208
	182	Letter from Landowners to Peter Lowenstein re GPA Justification dated November 30, 2017	20	005209-005211
	183	The DiFederico Group Expert Report	20	005212-005347

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184	Appraisal Report by Lubawy & Associates	20	005348-005350
185	Declaration of Tio DiFederico	20	005351-005352
186	November 1, 2016 Transcript of Badlands Homeowners Meeting	20	00535- 005361
187	August 16, 2019 Deposition Transcript of Clyde O. Spitze (In the matter of 180 Land Co. LLC vs City of Las Vegas, et al., A-17-758528-J)	20	005362-005376
188	Clark County Ordinance 728	20	005377-005390
189	January 7, 2019 Email from Robert Summerfield to Frank Pankratz	20	005391
190	Clark County Ordinance 1221	20	005392-005408
191	Certified Videotaped Deposition Transcript of Peter Lowenstein- Volumes 1 & 2	21	005409- 006061
192	Declaration of Elizabeth Ghanem Ham in Support of Plaintiffs' (1) Evidentiary Hearing Brief #1: 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	21	006062-006070
193	Declaration of Frank Pankratz Support of Plaintiff Landowners' Reply in Support of: Plaintiff Landowners' Evidentiary Hearing Brief #1: 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	21	006071-006075

194	Declaration of Yohan Lowie in Support of Plaintiff Landowners' Reply in Support of: Plaintiff Landowners' Evidentiary Hearing Brief #1: 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	21	006076-006083
195	Declaration of Stephanie Allen, Esq., which Supports Plaintiff Landowners' Reply in Support of: Plaintiff Landowners' Evidentiary Hearing Brief #1: 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	21	006084-006089
196	January 3, 2018 CLV Agenda Memo-Planning-Staff Recommendation of Denial	21	006090-006098
197	City Council Meeting of January 17, 2018 Transcript re Agenda Items 74-75	21	006099-006117
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	21	006118-006213

DATED this 15th day of September, 2021.

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/s/ Autumn Waters

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/s/ Sandy Guerra
an employee of the Law Offices of Kermitt L. Waters

Exhibit 161



CITY OF LAS VEGAS

2050 Master Plan

A COMPREHENSIVE THIRTY-YEAR PLAN PREPARED
FOR THE RESIDENTS AND BUSINESSES OF
LAS VEGAS TO PROVIDE FOR THEIR HEALTH,
SAFETY, PROSPERITY, SECURITY, COMFORT,
AND GENERAL WELFARE



005009

15050

LAND USE

✓ NRS 278.160.1(c)

2-4

LAS VEGAS MASTER PLAN

2-5

02. LAND USE + ENVIRONMENT



GOALS

- A. Develop compact and mixed-use neighborhoods with walkable access to jobs, amenities, education, services, and transit.
- B. Focus new development in infill and redevelopment areas.
- C. Utilize new development models that provide a broad mix of housing and neighborhood types to accommodate residents with varied incomes and in different stages of life.
- D. Improve the quality of districts and neighborhoods to promote an authentic, vibrant sense of place.
- E. Preserve and reuse historic structures and sites.

005005

005010

15051



A VISION FOR LAND USE AND CHARACTER

While previous master plans have focused on ways to classify use, density, and land use arrangements, this plan adds character and scale as key considerations. Character impacts how residents and visitors feel about a place and influences their decisions on where to live and visit. First impressions about a place go well beyond just land use and design plays a more significant role. Blending land use and character will guide future development and redevelopment that best fit the goals of this Master Plan. This builds upon the strategies in the Downtown Vision 2045 and subsequent zoning amendments towards a form-based approach that prioritizes character and place.

APPROACH

It is necessary to plan for future land use and development in a manner consistent with community goals and objectives. Las Vegas is a community with quality residential neighborhoods, commercial and industrial areas to provide tax base and employment, with quality municipal services and recreational opportunities. The land use plan provides a long-range focus to help continue this balance.

New land use and community character challenges arise as Las Vegas continues to mature: Competition for desirable land uses from surrounding communities will increase; redevelopment of aging sites will increase in importance; management of traffic on an existing roadway network will continue to be a priority; greater transit support will require greater supportive densities; and public infrastructure systems will continue to age. As a result, the development strategy has shifted towards focusing on vacant or under utilized property to provide for quality redevelopment.

The Place Types Framework Map is a representation of general physical features/land use activities in the city in 2050 and does not imply that all of the changes will or should occur in the near term. Development and redevelopment will proceed in a manner consistent with policies on the environment, transportation, and infrastructure capacity, and other matters which help determine the appropriate timeframe. Also, zoning decisions should, over time, produce changes that gradually establish greater conformity between the Zoning Map and General Plan. The General Plan should be carefully considered to ensure consistency is maintained when making decisions on planning and development matters; community changes which directly conflict could undermine the long-term objectives of the city and should be avoided.

MASTER PLAN	GENERAL PLAN	ZONING ORDINANCE
Provides general policies, a guiding framework	Finer grain detail of parcel-specific future land use	Provides specific regulations, the law
Describes what should happen in the future; recommends land use for the next 10 to 20 years	Implements the goals and strategies of this plan and sets the stage for future rezonings	Describes what is and what is not allowed today
Adopted under NRS 278.150	Adopted under NRS 278.160.1(d)	Adopted under NRS 278.250 as LVMC Title 19
Includes recommendations that involve other agencies and groups		Deals only with development-related issues under city control
Flexible to respond to changing conditions	Amended over time via subarea planning to implement place type strategies	Fairly rigid; requires formal amendment to change

005006

005011

15052

Exhibit 162

BILL NO. 92-2

ORDINANCE No. 3636

AN ORDINANCE TO ADOPT A NEW GENERAL PLAN FOR THE CITY OF LAS VEGAS, NEVADA, INCLUDING MANDATORY AND OPTIONAL ELEMENTS THEREOF AS REQUIRED BY CHAPTER 278 OF NEVADA REVISED STATUTES; AMENDING TITLE 19, CHAPTER 2, SECTION 20, OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1983 EDITION, TO REFLECT THE ADOPTION OF SAID PLAN; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

Sponsored By: Councilman Scott Higginson Summary: Adopts a new General Plan for the City of Las Vegas, Nevada.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The General Plan of the City of Las Vegas, Nevada, adopted by the Planning Commission on December 12, 1991, and approved for adoption by the City Council on the 1st day of April, 1992, is hereby adopted as the master plan for the City as required by Chapter 278 of Nevada Revised Statutes (NRS). The General Plan includes mandatory and optional elements described in NRS Chapter 278 and includes text, future land use maps, the Downtown Development Plan, and the Master Plan of Streets and Highways. The General Plan shall be on file in the office of the Department of Community Planning and Development.

SECTION 2: Title 19, Chapter 2, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

19.02.020: (A) This Title is adopted in order to conserve and promote the public health, safety, morals and general welfare of the City and the present and future inhabitants of the City.

(B) This Title is adopted in conformity with and in consonance with the Comprehensive General Master [Plans] Plan of the City of Las Vegas [as adopted by the City Council on March 2, 1960, and February 5, 1975.], the initial version of which was

1 adopted in 1960 and the most recent version of which was adopted
2 on April 1, 1992. In this regard this Title is
3 designed to improve the safety and convenience and lessen
4 congestion in the public streets, to provide adequate protection
5 against fire, panic and other dangers, to provide adequate light
6 and air, to prevent the overcrowding of land, to avoid undue con-
7 centration of population, to facilitate the adequate provision of
8 transportation, water, sanitary sewerage, storm drainage,
9 schools, parks, recreation and other public conveniences and
10 necessities, to maintain the character of land uses in the
11 various property districts, to conserve the value of land and
12 buildings and protect investment in same, and to encourage the
13 [utmost property] most desirable uses of the land.

14 (C) This Title is adopted to protect the character,
15 social advantages and economic stability of the residential, com-
16 mercial, industrial and other areas within the City and to assure
17 the orderly, efficient and beneficial development of such areas.

18 SECTION 3: The adoption of the General Plan referred
19 to in this Ordinance shall not be deemed to modify or invalidate
20 any proceeding, zoning designation, or development approval that
21 occurred before the adoption of the Plan nor shall it be deemed
22 to affect the Zoning Map adopted by and referred to in LVMO
23 19.02.040.

24 SECTION 4: The General Plan adopted by this Ord-
25 nance and any of its constituent elements may be amended by reso-
26 lution of the City Council, subject to applicable procedures and
27 requirements set forth in Nevada Revised Statutes; provided,
28 however, that any repealer, replacement, or comprehensive amend-
29 ment of or to the General Plan shall be by means of ordinance.

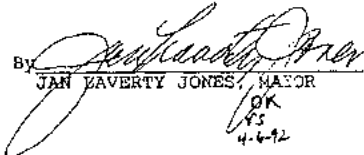
30 SECTION 5: If any section, subsection, subdivision,
31 paragraph, sentence, clause or phrase in this ordinance or any
32 part thereof, is for any reason held to be unconstitutional or

1 invalid or ineffective by any court of competent jurisdiction,
2 such decision shall not affect the validity or effectiveness of
3 the remaining portions of this ordinance or any part thereof.
4 The City Council of the City of Las Vegas, Nevada, hereby
5 declares that it would have passed each section, subsection, sub-
6 division, paragraph, sentence, clause or phrase thereof irrespec-
7 tive of the fact that any one or more sections, subsections, sub-
8 divisions, paragraphs, sentences, clauses or phrases be declared
9 unconstitutional, invalid or ineffective.

10 SECTION 6: All ordinances or parts of ordinances,
11 sections, subsections, phrases, sentences, clauses or paragraphs
12 contained in the Municipal Code of the City of Las Vegas, Nevada,
13 1983 Edition, in conflict herewith are hereby repealed.

14 PASSED, ADOPTED AND APPROVED this 1st day of April,
15 1992.

16 APPROVED:

17
18 By 
19 JAN DAVERTY JONES, MAYOR
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ATTEST:

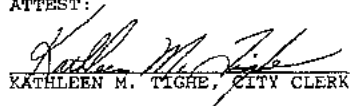

KATHLEEN M. TICHE, CITY CLERK

1 The above and foregoing ordinance was first proposed and
2 read by title to the City Council on the 5th day of February,
3 1992, and referred to the following committee composed of
4 Full Council and _____
5 for recommendation; thereafter the said committee reported
6 favorably on said ordinance on the 1st day of April, 1992,
7 which was a regular meeting of said Council; that at said
8 regular meeting, the proposed ordinance was read by
9 title to the City Council as first introduced and adopted by the
10 following vote:
11 VOTING "AYE": Councilmen Nolen, Adamsen, Higginson and Hawkins Jr.
12 VOTING "NAY": NONE
13 ABSENT: Mayor Jones

14 APPROVED:

15
16 By 
17 JAN LAVERTY JONES, MAYOR

18 ATTEST:

19 
20 KATHLEEN M. TIGHE, CITY CLERK

OK
VS
4-6-92

1 RESOLUTION

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA TO AMEND
3 THE GENERAL PLAN, PURSUANT TO ORDINANCE NO. 3636.

4 WHEREAS, the City Council of the City of Las Vegas adopted the General
5 Plan of the City of Las Vegas by Ordinance No. 3636, effective April 5,
6 1992; and

7 WHEREAS, this Plan was adopted to protect the character, social
8 advantages and economic stability of the residential, commercial, industrial
9 and other areas within the City and to assure the orderly, efficient and
10 beneficial development of such resources; and

11 WHEREAS, the General Plan adopted by Ordinance may generally be
12 amended by resolution of the Planning Commission and the City Council; and

13 WHEREAS, the General Plan contains language within the Land Use
14 Element which is contradictory in its application among specified land use
15 designations, and which may cause confusion in the review and implementation
16 of the Plan through the zoning process; and

17 WHEREAS, staff of the Department of Community Planning and Development
18 recommends that the General Plan be amended as set forth in this Resolution
19 to resolve any inconsistency and avoid confusion; and

20 WHEREAS, the Planning Commission, at its meeting of July 9, 1992 did
21 approve the staff recommendation to modify the language as specified below.

22 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
23 Vegas, Nevada, that:

24 1. The term "net", whenever used in the maps and text identified in
25 Paragraphs (a) and (b), is deleted and replaced by the term "gross"

26 a. The adopted Map 5, Northwest Sector, "Proposed Future Land
27 Use" Legend; Map 6, Southwest Sector, "Proposed Future Land Use" Legend; and
28 Map 7, Southeast Sector, "Proposed Future Land Use" Legend; and

29 b. The text of the General Plan Land Use Element, Section II,
30 page II-5, Table 2, references on the 'D-R', 'R', 'L' categories; pages II -
31 6, 7, Section 2.1.5 "General Plan Land Use Classification System" for the
32 following classifications "Desert Residential Rural", "Rural Density

CLV053409

005017

15059

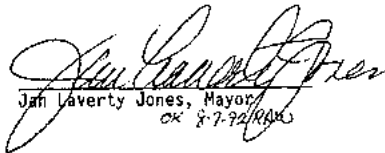
1 Residential" and "Low Density Residential".

2 2. Page II - 15, Section 2.4.1.A. "Plan Consistency Policies",
3 Subsection 1 is amended to read as follows:
4

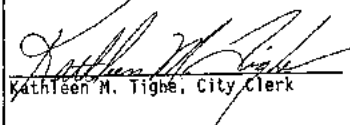
5 "1. All parcels of land within the City of Las Vegas which are designated
6 in a residential land use category in the Land Use Plan shall be
7 appropriately zoned for a density of dwelling units which is compatible with
8 surrounding residential uses and which does not exceed the maximum gross
9 density set forth in the Land Use Classification System; except in the case
10 of large scale planned development projects, where certain parcels may
11 exceed maximum Land Use Plan densities on a [net] gross acre basis, provide
12 the total gross project density per acre does not exceed that provided under
13 the Land Use Plan."

14 (NOTE: Bracketed text to be deleted; underlined text is to be added)

15 PASSED, APPROVED AND ADOPTED this 5th day of August, 1992.

16
17
18 
Jan Lavery Jones, Mayor
OK 8-7-92/RAH

19 ATTEST:

20
21 
22 Kathleen M. Tighe, City Clerk
23
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CLV053410

005018

15060

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY
OF LAS VEGAS, NEVADA, ADOPTING THE GENERAL (MASTER)
PLAN FOR THE CITY OF LAS VEGAS

WHEREAS, the City of Las Vegas has adopted a General Plan to guide the growth and development of the City; and

WHEREAS, the General Plan has been reviewed and amended periodically since its adoption, most recently in 1985; and

WHEREAS, the General Plan includes the mandatory and optional subjects described in the 1989 Nevada Revised Statutes (N.R.S.), Chapter 278; and

WHEREAS, the City desires to maintain its proper role in shaping future development within its existing and potential boundaries; and

WHEREAS, the City of Las Vegas has determined that a comprehensive review and assessment of the General Plan is desirable in light of changing fiscal, social and technical and development conditions; and

WHEREAS, a Citizens General Plan Advisory Committee developed and reviewed the future land use plan maps, the Downtown Development Plan Map, and the revised Master Plan of Streets and Highways; and

WHEREAS, a series of public hearings was held before the Planning Commission during the period of October 10 through December 12, 1991, and at the conclusion of said public hearings the Planning Commission adopted the General Plan with the following elements:

Land Use	Economic Development
Community Facilities	Housing
Infrastructure	Urban Design
Circulation	Environmental Quality
Public Finance	Historic Preservation

CLV053459

005019

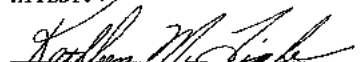
15061

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Las Vegas hereby adopts the General (Master) Plan as considered and amended by the Commission in the date set forth below which includes: all text, including the goals, objectives, policies and programs and the evaluation and implementation matrix; future land use maps; the Downtown Development Plan and the Master Plan of Streets and Highways.

PASSED and ADOPTED this 12th day of December, 1991.


SANDRA HUDGENS, CHAIRMAN

ATTEST:


Kathleen M. Tighe, City Clerk

CLV053460

005020

15062

Exhibit 163

**SPECIAL PLANNING COMMISSION MEETING
OCTOBER 18, 2016
VERBATIM TRANSCRIPT – ITEMS 6-12**

1443 **STEVE CARIA**

1444 Yeah, well, thank you. The absolute support from the City staff in rubberstamping this project is
1445 at epic levels. Having done developments both inside the United States and outside the United
1446 States, this is an egregious project. It just doesn't comply with the standards that I'm used to or
1447 that I've ever seen.

1448

1449 Councilman Bob Beers, I met with him personally at one of the meetings, had a conversation
1450 with him, and he said that this was absolutely an inverse condemnation issue and \$100 million
1451 was going to be paid by the City of Las Vegas in the event that this project was turned down. I
1452 asked Mr. Jarvis, I'm sorry, I won't pronounce your name correctly, if that in fact was the case
1453 because I've heard from other people that is not the case. I've also heard the developer as well as
1454 Bob Beers make the statement that this is a done deal. Wow, a done deal. To change a planned
1455 community like this is a done deal. Think about it. Just of course just more fantasy. But one
1456 question that has already been brought up to you is, if this was in your backyard, in your
1457 community, I wonder how you would vote under those circumstances. I don't think that you
1458 would be very appreciative of this existing.

1459

1460 The developers are working the political landscape to the maximum. They seem to have done
1461 some things in terms of the politics, but the reality of this is, going back to what I said before, it
1462 has changed many times, it's worn down a lot of the people, we have a lot of our residents are in
1463 their 70s, 80s, and 90s, they don't even attend all of this, and many of them are not even here.
1464 We ask that you adamantly vote against this particular project and not support it. Thank you.

1465

1466 **CHAIRMAN MOODY**

1467 Thank you. And before we move on, I'm going to ask Mr. Jerbic. I've heard this comment now a
1468 few times about inverse condemnation and perhaps you could address that for us.

1469

1470 **BRAD JERBIC**

1471 I'll be happy to. The, with all due respect to what everybody says, this is what I believe are the
1472 facts. When EMB acquired the property in Queensridge, that's the Badlands Golf Course, they

**SPECIAL PLANNING COMMISSION MEETING
OCTOBER 18, 2016
VERBATIM TRANSCRIPT – ITEMS 6-12**

1473 requested of the Planning Department a letter asking what the zoning classification, if there was
1474 any, for the golf course was at that time. Planning provided two letters, one addressed three APN
1475 numbers, one addressed one APN number. Both of those letters identified those properties as
1476 having hard zoning R-PD7. R-PD7 no longer exists in our zoning code, but at the time it did
1477 exist, it allowed up to, that is up to 7.49 units per acre. Because R-PD stands for Residential
1478 Planned Development, the reason it is up to is, you have to be compatible with surrounding land
1479 uses. So, as I've opined before, in my opinion, just my opinion, that if an individual were to
1480 come forward with R-PD7 and ask for 7.5 units per acre next to acre parcels, half-acre parcels,
1481 quarter-acre parcels, the Planning Department would not ever recommend approval of that cause
1482 it's not harmonious and compatible.

1483

1484 The other thing a lot of people have said is that gives you a right to build up to 7.9 units per acre.
1485 I have said it does not give you a right to build 7.92 units per acre; it gives you a right to ask.
1486 Now, is denial of 7.49 units per acre amount to inverse condemnation? Absolutely not. Mr.
1487 Schreck is correct. I've told him that. I've told the HOA meetings. Every meeting I've gone to I
1488 have said that, and the developer here will say the same thing, they do not believe that there is an
1489 inverse condemnation case if 7.49 units per acre were denied. However, and this is where there
1490 will be some disagreement, I'm sure, the developer did acquire property that has hard zoning.
1491 Many other golf courses here in town are zoned very specifically for civic use or for open space
1492 use. This golf course was not. I don't know why, but 25 years ago or more when the hard zoning
1493 went into place, it covered the entire golf course, the 250 that was referenced by Mr. Kaempfer.
1494 As a result, the developer has a right to come in ask for some development there. What that
1495 development is, how much there is, is up to this Planning Commission and up to the Las Vegas
1496 City Council. Having said that, I'll be glad to answer any questions.

1497

1498 **CHAIRMAN MOODY**

1499 Okay. So, let's resume with the two minute presentations. Unless you walk up with at least five
1500 or more people whose time you are taking, I'm going to give you two minutes.

**SPECIAL PLANNING COMMISSION MEETING
OCTOBER 18, 2016
VERBATIM TRANSCRIPT – ITEMS 6-12**

3418 **CHAIRMAN MOODY**

3419 Thank you. Public works?

3420

3421 **LUCIEN PAET**

3422 Sure, Mr. Chairman, through you. The water is going the same as it's been going for the last 20
3423 years. So, it's essentially the same conveyance corridor. If they want to build on top of the
3424 conveyance corridor, they need to build according to regional flood standards and as some things
3425 that were mentioned in the meeting, the Army Corps of Engineers and that type of thing. So,
3426 they'll – need to handle it through an approved drainage study, and it's basically the same
3427 conveyance as it is working today.

3428

3429 **CHAIRMAN MOODY**

3430 Okay. Thank you. Commissioner Trowbridge.

3431

3432 **COMMISSIONER TROWBRIDGE**

3433 Thank you, Chairman. I've got three questions, and then if no one else has any other additional
3434 questions, I'd be ready to make a motion. But my first question is, will our vote on this particular
3435 project create a precedent for other golf courses in the Valley or in the City, I guess? That's
3436 probably a question for staff.

3437

3438 **BRAD JERBIC**

3439 I'll be glad to answer that to the extent that I have an answer. The, recently, I think that there has
3440 been some evidence that the demand for golf in Las Vegas is down as it is across the country, and
3441 as a result, there are a number of courses, not just this one, that are seeking to convert to
3442 something else. Another one that has been cited in some of the meetings I've had with neighbors
3443 is Silverstone. Silverstone is completely different than Queensridge. As I stated at the
3444 beginning, for whatever reason, I wasn't here then, but the Council gave hard zoning to this golf
3445 course, R-PD7, which allows somebody to come in and develop. The Silverstone is zoned Civic,
3446 I believe, but beyond that, it is a drainage easement recorded over the entire property, and the

**SPECIAL PLANNING COMMISSION MEETING
OCTOBER 18, 2016
VERBATIM TRANSCRIPT – ITEMS 6-12**

3447 grass that is part of that golf course is integral to drainage. And Lucien, you will correct me if I
3448 have misstated that, but that's what I believe to be true.

3449

3450 **LUCIEN PAET**

3451 That's correct.

3452

3453 **BRAD JERBIC**

3454 So, when the individuals who took over Silverstone attempted to turn off the water and kill the
3455 grass, the City stepped in and required them to keep it open because of that drainage easement
3456 and the requirement of the turf. If there is another golf course in town that has hard zoning like
3457 this one does, I would be surprised, but it's not impossible that that isn't true. And if that were
3458 true, then they would have the same rights as this applicant to come in and ask for either a
3459 development agreement that gives them something beyond what you would be entitled to with
3460 just the zoning or to come in and just follow the zoning and make that kind of request. So, I
3461 believe to the extent that this is the first that you've seen converted, it would require the same
3462 characteristics this golf course has, hard zoning, R-PD7 and the like, in order for somebody to
3463 say no, to say no to a golf course where there is hard zoning.

3464

3465 As somebody said earlier, I wrote it down, it was Mr. Roesener, and he was exactly right. He
3466 said there's no obligation to modify the Master Plan out here or the development. That's true, but
3467 the flip side is also true, that something can happen here. And if this is denied, the applicant has
3468 every right to come in and ask for the kinds of things that Mr. Kaempfer indicated in his
3469 introduction, which is zoning consistent with the surrounding land uses.

3470

3471 **COMMISSIONER TROWBRIDGE**

3472 Thank you. So, I heard you say that the action we take on this is really not the matter, it's what
3473 the hard zoning is for the parcel that's involved.

3474

3475 **BRAD JERBIC**

3476 Correct.

**SPECIAL PLANNING COMMISSION MEETING
OCTOBER 18, 2016
VERBATIM TRANSCRIPT – ITEMS 6-12**

3743 **COMMISSIONER CREAR**

3744 Okay. Thank you. Mr. Chairman, I have a question for you. There still seems to be some debate
3745 about this R-PD7, and I just want to make sure that we're understanding, you're saying that that is
3746 not in discussion? It is R-PD7, or the developer can build on this land without any, getting any
3747 additional entitlements, that if this doesn't go through, they have the ability to build 7.49 homes
3748 per acre on that land?

3749

3750 **BRAD JERBIC**

3751 It's a little more complicated than that.

3752

3753 **COMMISSIONER CREAR**

3754 Okay.

3755

3756 **BRAD JERBIC**

3757 And I think that I'll ask Mr. Kaempfer to feel free to disagree with me as I walk through it slowly.

3758 It is hard zoned R-PD7 according to our records. That is Residential Planned Development up

3759 to, up to 7.49 units per acre. The planned part of the residential plan development makes the

3760 developer come in with projects that are compatible with surrounding land uses. Since this is

3761 pretty built out, there's a lot of surrounding land uses; some are on acres, some are on half-acres,

3762 some are on third acres. I don't want to speak for Mr. Perrigo, and I'll let him chime in here at the

3763 end, but typically what staff would do is if somebody came in with a recommendation to build on

3764 acre next to an already developed acre, they would probably say that's harmonious and

3765 compatible. Now, that's part of the equation here. If they came in and said, we want to build 7.5

3766 units per acre next to acre homes, Planning staff would no doubt say that's not compatible, and

3767 the developer, I doubt, would even ask for that. I think Mr. Kaempfer is in agreement. I see him

3768 nodding yes.

3769

3770 The next thing to keep in mind is that all of this land that's zoned R-PD7 is also unimproved

3771 land. So, there is a portion of it that nobody could build anything in right now because it's in a

3772 FEMA flood zone. So – that is something the developer is aware of, and he knows that before he

**SPECIAL PLANNING COMMISSION MEETING
OCTOBER 18, 2016
VERBATIM TRANSCRIPT – ITEMS 6-12**

3773 can even apply for any unit per acre that has to be removed from a FEMA flood zone. So, that's
3774 what Lucien was talking about when he was talking about the flood control. Something is going
3775 to have to occur to remediate that problem, and it's going to have to occur with City engineers
3776 agreeing and it's going to have to occur ultimately with the federal government agreeing and
3777 taking it out of a FEMA flood zone.

3778

3779 Other things that have to occur, roads have to be built, and utilities have to be built, all of that has
3780 to be built. So, to say that you could come in today and do anything, you can't do anything at this
3781 moment because nothing is improved to develop on. But assuming that the land is improved,
3782 that if the off sites are created to City standards, the flood control issues are remediated, and the
3783 traffic and fire studies say what they say right now, which is no impact or an impact that can be
3784 mitigated through other means, then the developer has a right to come in and ask for things that
3785 are compatible with the surrounding land uses.

3786

3787 This plan, to the extent that there's high density in the northeast quadrant, is not compatible with
3788 the surrounding land uses, they're asking for more, and what they're asking for in exchange is we
3789 will reduce the density, something far, far less than what we'd be entitled to in Area 4, which we
3790 now call the Badlands Golf Course. That's pretty much the deal. If that is not approved, and it's
3791 totally within your discretion, there's no obligation to approve it and there's no inverse
3792 condemnation if you deny it, but if it is not approved, the developer will come in, as Mr.
3793 Kaempfer has indicated, and look for a more traditional development that accepts existing zoning
3794 and compatibility with surrounding land uses.

3795

3796 **COMMISSIONER CREAR**

3797 Okay.

3798

3799 **TOM PERRIGO**

3800 And I would just, Mr. Chairman, just real quick, I agree with everything that Mr. Jerbic said. I
3801 would just add one thing that in order to exercise that entitlement, in other words, they don't just
3802 bring in, the applicant would not just bring in a plan to staff. That comes to the Planning

Exhibit 164

So way it stands currently as there are zero. So you have to change that if you want to, uh, do any development on that golf course as it's designated. Further, I have the chart here that says master plan land use designations. And when it's PROS, you had no entitlements as well. So you do have to change, you don't have the zoning as it stands, you can get it, but you don't have it as it stands, there's zero.

Brad Jerbic: I'll address that too. Um, I am not a planner. I don't have access to the planning computers, but the applicant came to the planning department years ago and said, "What is the zoning for this property that we call the Badlands Country Club?" And they gave him a letter saying it's RPD 7. I have seen no evidence that they are wrong in what they gave him, and-and staff have you looked at that again to see if the letter that you gave is incorrect?

Robert Summerfield: Madam mayor, through you again in all of our review of the zoning atlas the zoning, for the subject site that are on the agenda today is RPD 7.

Mayor: Thank you.

Brad Jerbic: As a lawyer, I'm limited to the facts my client gives me. I can't make up the facts. I can't-I can't change the facts. The fact that they've given me from then until now as this, is RPD 7, which is zero to 7.49. What the Councilman just said is correct. It was treated as zero. The-the general plan which was changed after the zoning was in place said zero, PROS is zero. So-

Councilman Seroka: Staff.

Brad Jerbic: -staff believes that you should for good policy reasons require a general plan amendment and you should synchronize the general plan with the zoning if that's what you want. So that's why it's on the agenda.

Councilman Seroka: Right.

Brad Jerbic: Now if you-if you want to know the next part of it, is it redundant or overly, it overlaps too much with the previous application. Staff doesn't believe it does. You can disagree with staff. You could ask them what did the previous application have in it and then what does the current application have in it, and then look for yourself like its a zen diagram, are they are they too much overlap there and if you think there is, disagree with staff.

Robert Summerfield: What I heard staff say in that case is they believe since was requested and not required the general plan amendment that this didn't apply. However, I believe we've shown that the general plan amendment is required to move forward for Nevada State Law and our city law. So that's where the city, uh, planners seem to disagree.

Tom Perrigo: Your,-your honor, if I might. Tom Perrigo-

Mayor: Okay.

File name: 20180516 - City Council Meeting - Our Items.mp4

Exhibit 165

AGENDA*City of Las Vegas*

April 15, 1981

Page 31

BOARD OF CITY COMMISSIONERS
 COMMISSION CHAMBERS • 400 EAST STEWART AVENUE
 PHONE 386-6011

ITEM	Commission Action	Department Action
IX. 2:00 P.M. - PUBLIC HEARINGS		
A. VAC-5-81 - Petition of Vacation submitted by NORBERTO M. GUASPARI, ET AL, to vacate a portion of Irene Avenue, a 60' wide right-of-way, commencing at the west right-of-way line of Marco Street and extending westerly approximately 122' to the west line of Sunland Village Subdivision.	<u>Item A.</u> Lurie - APPROVED as recommended by Planning Commission. Unanimous	City Clerk to notify and Plannin to proceed. No onespoke in opposition. Applicant did not appear.
B. GENERAL PLAN AMENDMENT - Consideration of an Amendment to the Land Use Map in the southwest portion of the City.	<u>Item B.</u> Christensen - ADOPTED as recommended by Planning Commission. Unanimous with Levy abstaining.	Staff to proceed G. C. Wallace, 1100 East Sahara Avenue and Oran Gragson appeared to represent Wm. Peccole on Items B and C.No protest.
C. GENERALIZED LAND USE PLAN - Consideration of adopting a Generalized Land Use Plan for Sections 31 and 32, Township 20 South, Range 60 East, M.D.B. & M. and Sections 5 and 6, Township 21 South, Range 60 East, M.D.B. & M.	<u>Item C.</u> Lurie - ADOPTED as recommended by Planning Commission with all parcels to be identified before people move into the area. Unanimous with Levy abstaining.	Staff to proceed
D. VAC-4-81 - Petition of Vacation submitted by LAWRENCE TOURVILLE, ET AL, to vacate a portion of an alley located east of Fairfield Avenue and south of Philadelphia Street.	<u>Item D.</u> Christensen - DENIED as recommended by Planning Commission. Unanimous with Lurie voting "no."	City Clerk to notify. Lawrence Tourville 135 W.Philadelphia appeared for the application. No one appeared in favor or oppositio

APPROVED AGENDA ITEM

Ashley Hall

CLV034084

005028

15073

0177

City of Las Vegas

AGENDA DOCUMENTATION

Date: April 15, 1981

TO: The Board of City Commissioners

FROM: DON J. SAYLOR, AICP
DEPUTY CITY MANAGERSUBJECT: PUBLIC HEARING AGENDA ITEMS
APRIL 15, 1981 CITY COMMISSION AGENDAPURPOSE/BACKGROUND

- Item A - Vacation - VAC-5-81 - Norberto M. Gusspari, Et Al (see backup material)
- Item B - General Plan Amendment (see backup material)
- Item C - Generalized Land Use Plan (see backup material)
- Item D - Vacation - VAC-4-81 - Lawrence Tourville, Et Al (see backup material)
- Item E - Use Permit - U-13-81 - Dacatur Properties, Ltd. (see backup material)

FISCAL IMPACT No Funding RequiredRECOMMENDATIONS See Attached

 Harold P. Foster, Director
DISPOSITION
 Approved ☐
 Disapproved ☐
 Held ☐

Status Due: _____

Agenda Item

IX.

CLV034085

005029

15074

CITY COMMISSION MINUTES - APRIL 15, 1981

0178

To: The Board of City Commissioners
Re: Public Hearing Agenda Item
April 15, 1981 City Commission Agenda

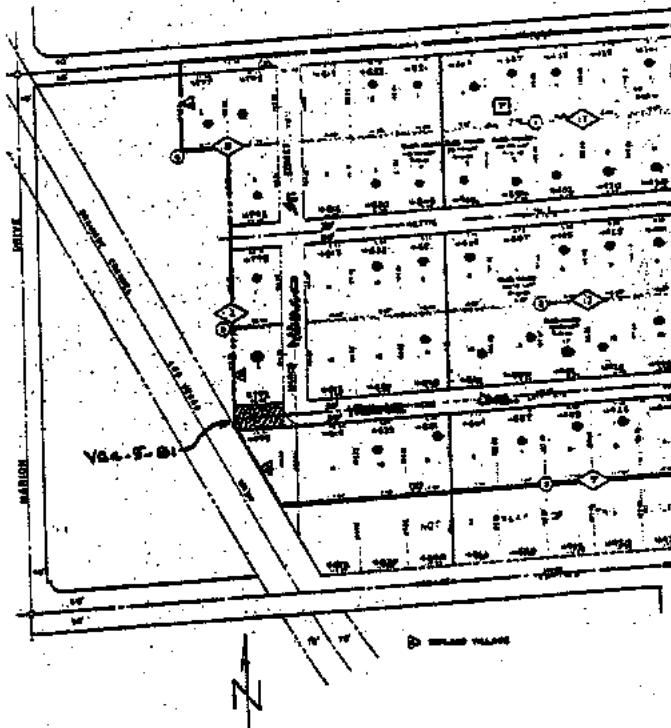
A. VACATION - VAC-5-81 - NORBERTO M. GUASPARI, ET AL

This involves a dead end street that was created when the Las Vegas Wash Drainage Channel was constructed immediately to the west. The lot to the south was reduced in size for the Wash and the applicant would like this street vacated to provide additional lot area and street frontage. The lot to the north presently fronts on this street but it is a corner lot that does have access to the side street from Marco. The reversing of the frontage on this lot would require a variance because of insufficient setbacks. It appears the request is a logical means of resolving this dead-end street situation and it would be a logical basis for a variance on the lot to the north.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to a variance being approved for the setbacks on the lot to the north.

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



Item IX.

CLV034086

005030

15075

CITY COMMISSION MINUTES - APRIL 15, 1981

0179

To: The Board of City Commissioners
RE: Public Hearing Agenda Items
April 15, 1981 City Commission Agenda

8. GENERAL PLAN AMENDMENT

This amendment is being initiated as a result of the Peccole annexation on the southeast portion of the City. The City's generalized land use plan needs to be extended to the west to include this property, Angel Park and other parcels of land which have been annexed to the City since the General Plan was adopted in 1975. The amendment proposes the expansion of the suburban residential land use in this area with rural use bordering it to the west. This is the required public hearing for the amendment to the General Plan.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - In accordance with the expansion pattern of the City to the west.

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0

C. GENERALIZED LAND USE PLAN

This item involves adoption of a generalized land use plan for the Peccole property and the south portion of Angel Park that is in the City. It is felt there is a need for this plan since Mr. Peccole intends to start development on this property as soon as possible and wishes to have it rezoned from R-U to various residential densities and for commercial use in the immediate future. A separate generalized land use plan would provide a guide for the zone change that will be requested on the entire parcel as soon as the General Plan is amended. A plan has been developed with Mr. Peccole and his land planners which is for the area to be developed predominately residential at various densities ranging from 4 units per acre to approximately 24 (24 units per acre are the maximum units allowed in the R-3 zone), which is in accordance with the recommendations of the City's General Plan. Three sites are proposed for mobile home parks at densities of approximately 8 units per acre. Mr. Peccole has agreed to donate a 10-acre site to the City for such community services as a Branch library, metropolitan police substation, fire station, etc. Most of the proposed commercial is along Charleston and there is a 78 acre site proposed for a district commercial shopping center. The major streets have been designed to handle the drainage in the area. (See attached land use plan).

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0

Item IX.

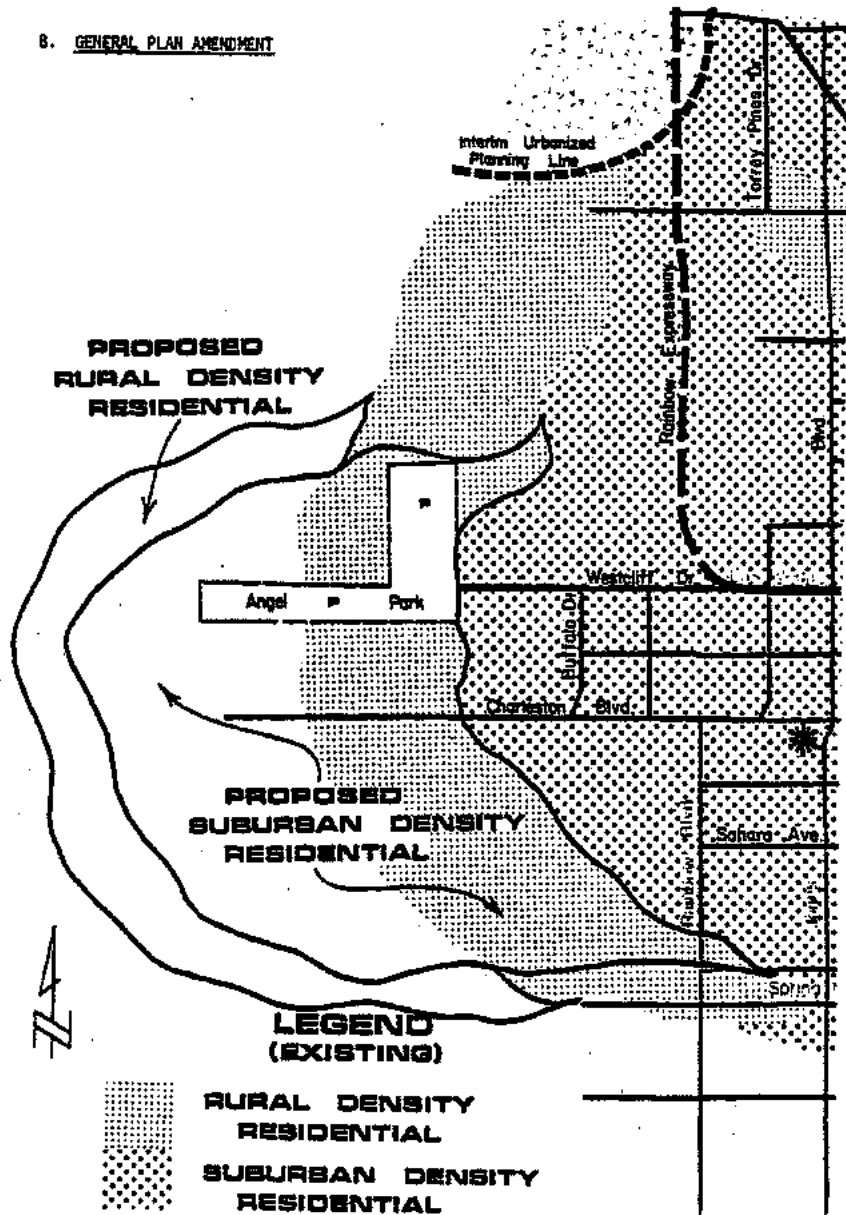
CLV034087

005031

15076

0180

8. GENERAL PLAN AMENDMENT

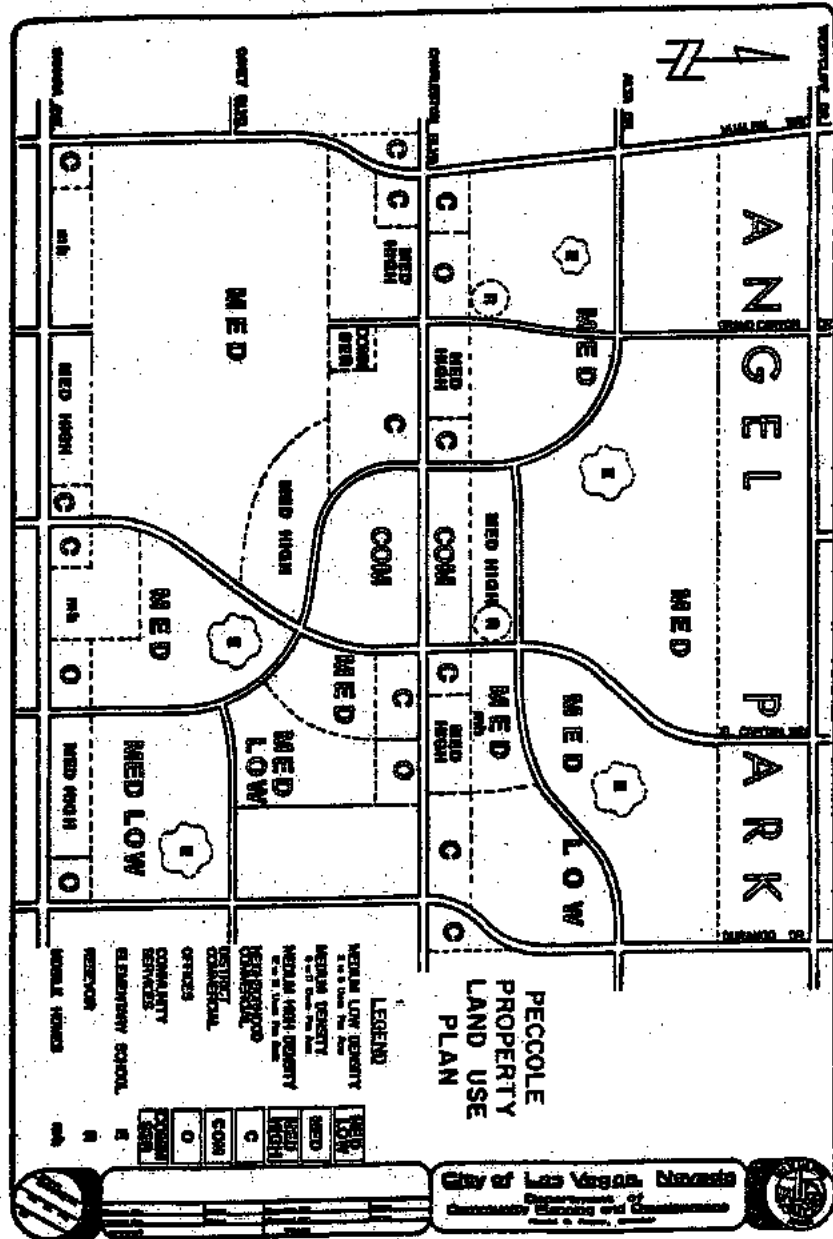


CLV034088

005032

15077

C. GENERALIZED LAND USE PLAN



AGENDA*City of Las Vegas*

0252

May 20, 1981

BOARD OF CITY COMMISSIONERS
 COMMISSION CHAMBERS • 400 EAST STEWART AVENUE
 PHONE 386-6011

Page 48

ITEM	Commission Action	Department Action
<p>X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)</p> <p>T. ZONE CHANGE - Z-34-81 - WILLIAM PECCOLE, ET AL</p> <p>Reclassification of property generally located north of Sahara Avenue, south of Westcliff Drive and extending west of Durango Drive two miles.</p> <p>From: N-U (Non-Urban) To: R-1 (Single Family Residence), R-2 (Two Family Residence), R-3 (Limited Multiple Residence) R-MHP (Residential Mobile Home Park), R-PD7 (Residential Planned Development), R-PD8 (Residential Planned Development), P-R (Professional Offices & Parking), C-1 (Limited Commercial), C-2 (General Commercial), and C-V (Civic)</p> <p>Proposed Use: Residential & Commercial</p> <p>Planning Commission recommended APPROVAL (6-1 vote), subject to the following conditions:</p> <ol style="list-style-type: none"> 1. Resolution of Intent with no time limit. 2. Approval of the plans, elevations and the covenants, conditions and restrictions of all R-PD developments by the Planning Commission and City Commission. 3. Approval of the development plan for all other zones by the Planning Commission. 4. Posting the zoning of the entire development in sales offices and installing signs showing the zoning on the respective sites 5. Street names in accordance with requirements of the Department of Community Planning and Development. 6. Amendment to the Major Street Plan. 7. Conformance to Flood Hazard Reduction Ordinance and Master Drainage Plan. <p>APPROVED AGENDA ITEM</p> <p>Staff Recommendation: APPROVAL</p> <p>PROTESTS: 8</p>	<p>Christensen - APPROVED as recommended by Planning Commission. Unanimous (Levy and Lurie excused)</p>	<p>Clerk to notify and Planning to proceed.</p> <p>G. C. Wallace and George Charchallis, G. C. Wallace Engineering, 1100 E. Sahara Ave. appeared for the application.</p> <p>William Peccole appeared for the application.</p> <p>No one spoke in opposition.</p>

CLV034414

005034

15079

CITY COMMISSION MINUTES - MAY 20, 1981

0253

To: The Board of City Commissioners
Re: Community Planning and Development Agenda Item
May 20, 1981 City Commission Agenda

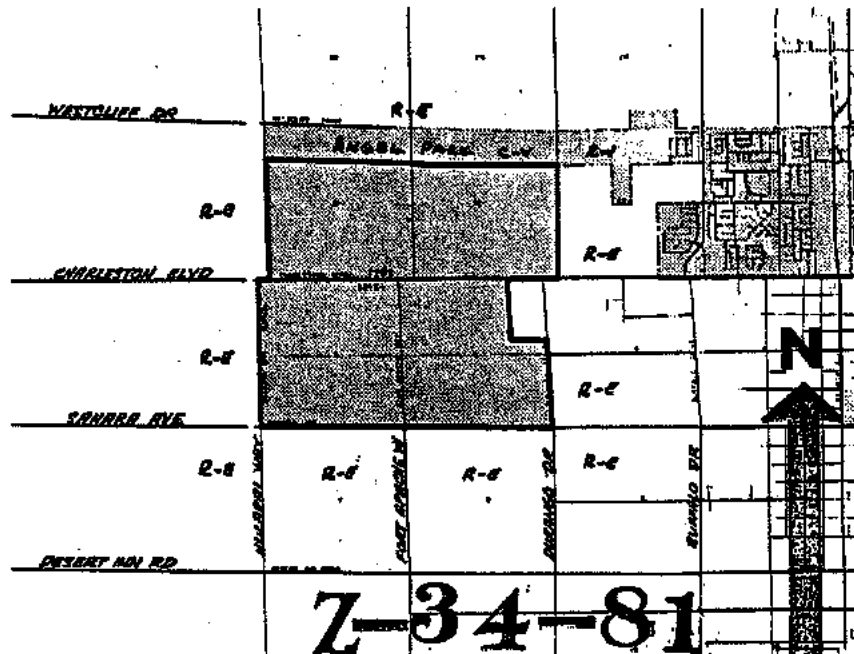
T. ZONE CHANGE - Z-34-81 - WILLIAM PECCOLE, ET AL

The applicant is proposing to rezone his entire property which had a generalized land use plan adopted on it several meetings ago. This zoning application conforms to the adopted land use plan. Angel Park exists to the north and the Husite property exists to the west and south. There is vacant R-E zoning existing in the County to the east and the Sorqui development is to the northeast in the City. The proposed realignment of several major streets by the developer will necessitate an amendment to the Major Street Plan. It was recognized that the site plans and elevations on all of the portions of the property to be zoned for planned development will be subject to Planning Commission and City Commission approval. Approval of all other development plans such as in the commercial, professional offices, and mobile home park zones would require Planning Commission approval. The developer was in agreement to posting the zoning of the entire development in the sales offices and installing signs on the property showing the approved zoning for the commercial, professional offices, etc. Several sites for C-2 zoning are being requested along Charleston Boulevard for a possible new car agency, car washes and service station sites.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - In accordance with the land use plan for this area.

STAFF RECOMMENDATION: APPROVAL - In accordance with the land use plan adopted for this site.

PROTESTS: 8



Item X.

CLV034415

005035

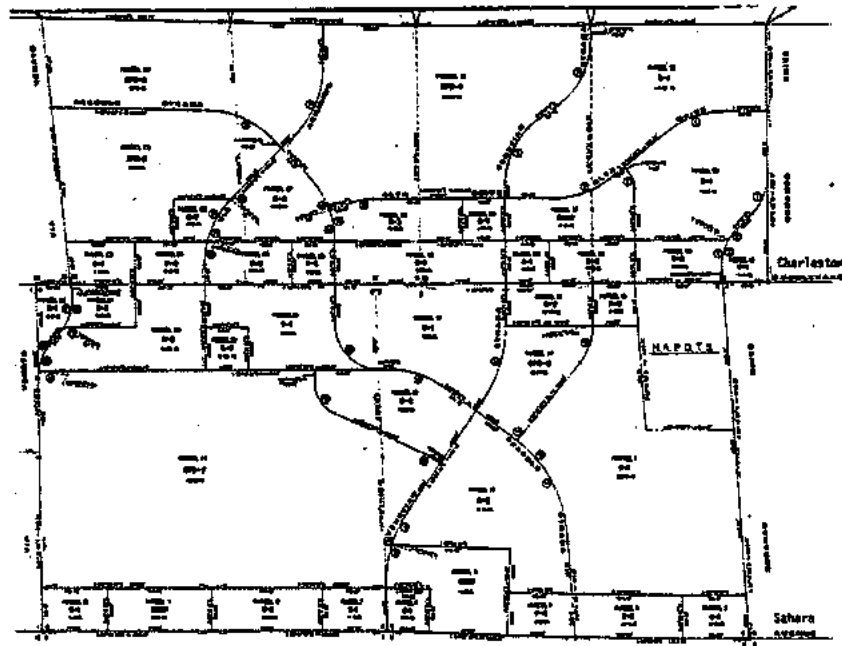
15080

T. ZONE CHANGE - Z-34-81 - WILLIAM PECCOLE, ET AL

0254

**ZONING MAP
OF
VENETIAN FOOTHILLS**

SECTIONS 5 AND 6, T. 21 S., R. 60 E., AND THE S 1/2 OF THE N 1/2 AND THE S 1/2 OF SECTION 32,
T. 20 S., R. 60 E., AND THE S 1/2 OF THE N 1/2 AND THE S 1/2 OF SECTION 32, T. 20 S., R. 60 E., N.E. 1/4,
CLARK COUNTY, NEVADA



Item X.

CLV034416

005036

15081

CITY COMMISSION MINUTES - MAY 20, 1981

EXCERPT - CITY COMMISSION MEETING MINUTES - MAY 20, 1981
X-T - ZONE CHANGES - Z-34-81 - WILLIAM PECCOLE, ET AL

Page 1

MAYOR BRIARE: The next item is Zone Change Z-34-81 for William Peccole.

G. C. WALLACE: G. C. Wallace, Consulting Engineer, 1100 East Sahara Avenue. With me is Mr. George Charchallis. We're here representing the applicant. As you well know the history of this project, it's a large project. A considerable amount of time has gone into the planning, a lot of work and coordination with your planning staff, etc. It would be very time consuming, I'm sure, to go in and discuss all of the elements that have gone into this plan. In the interest of time, we're certainly here and can answer any questions that maybe you might have. It has met the approval -- I know you have revised your generalized land use plan to accommodate a project of this type. It's had the recommendation of your staff, the Planning Commission. We can go on or rest.

MAYOR BRIARE: Did you wish to make any comment, George?

GEORGE CHARCHALLIS: I'd just simply like to indicate that I'm a member of the firm of G. C. Wallace, Consulting Engineers.

MAYOR BRIARE: I thought I saw Mayor Gragson here. Did he --

GEORGE CHARCHALLIS: He had to leave.

MAYOR BRIARE: That's too bad because I was hoping he'd be around to see how things are done now. As both Commissioner Christensen and Commissioner Levy indicated, that whatever you citizens work out amongst yourselves, we're happy to accommodate you. So let's find out if we're happy to accommodate you here. What's the pleasure of the Commission?

COMMISSIONER CHRISTENSEN: I move we approve the zoning request with the conditions that are listed here.

MAYOR BRIARE: Is there anyone in the audience that's here today to speak on this matter in opposition or in favor, other than the applicants in favor? (No response.) I wanted to make that comment because there were some protests, but they chose not to be present.

COMMISSIONER CHRISTENSEN: I think it's a rare opportunity, Mayor, that we have to approve a complete package of zoning that's all put together so that we don't have to piecemeal it and it gives us great planning and gives also the developers great planning so that they can determine what it's going to be and I think it's good for the citizens that will be moving out there because they can look at this and see what it is and it's right on the labels.

CLV034417

005037

15082

MAYOR BRIARE:

Bill, you weren't here at the meeting when we talked about what an advantage it is to own a parcel of land this size where you can come in and master plan it in a manner that some areas, and it doesn't seem to be Las Vegas area, in some areas where you can design a beautiful project and you go ahead and you approve it once, except maybe for a minor variation as time progresses -- I'm sure you might have some. And I often refer to the projects like the Irvine Ranch down in Newport, California where people -- they know going in. They know exactly the way it's zoned and if they like it the way it's zoned, they do business. If they don't like the way it's zoned, the Irvine Ranch people just say, "Well, would you just please step aside and we'll let the next applicant come in." Well, I'm trusting that you're going to do the same thing. You've gone to a lot of effort to design a large parcel of land and I would hope that in the years to come that we'll be able to see it built in the manner in which it's designed right here. I don't see any Wanda Streets though.

WILLIAM PECCOLE:

Well --

MAYOR BRIARE:

That comes later.

WILLIAM PECCOLE:

They come yet. There are a lot of other streets to be named and we will probably get around to her.

MAYOR BRIARE:

Laurie and Lesa and LeAnn.

WILLIAM PECCOLE:

I'd like to say that having been a part of the Las Vegas growth, I'm very fortunate that the Good Lord has seen it possible that I was able to acquire this parcel of land and having been a City Commissioner at one time, it gives me greater pleasure than most people would have to become a part of the City of Las Vegas rather than go into the County or elsewhere. We still love our County. We love our State, but having served on this Board, my preference would be to be part of the City of Las Vegas. We hope that we can go forward and develop a project here that will become well known, well appreciated and be developed in a manner that would make you people proud and the people of Las Vegas proud of it. We are endeavoring to work it out so that we can meet all of the high quality requirements. We want to see the streets developed properly. We want to participate in the proper zoning and drainage of the area -- streets that will go into your drainage plan -- and we'd like to see the City developed in time -- a fire department out there, maybe a Metro Station, Library, and we're going to donate ten acres of land for that purpose to you people. We certainly want to do a good job, and we're open to suggestions at any time, and once again, I'd like to thank you for your cooperation.

CLV034418

005038

15083

MAYOR BRIARE: Did you make a motion, Commissioner?

COMMISSIONER CHRISTENSEN: I sure did. My motion was to approve.

MAYOR BRIARE: Any comments on the motion? (No response.) Cast your votes. Post. The motion's approved.

WILLIAM PECCOLE: Thank you.

(VOTE ON MOTION TO APPROVE, SUBJECT TO CONDITIONS AS
APPROVED BY PLANNING COMMISSION:

YES: Commissioners Christensen, Woofter and Mayor Briare

NO: None

EXCUSED: Commissioners Lurie and Levy)

CLV034419

005039

15084

AGENDA

City of Las Vegas

February 16, 1983

BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE
PHONE 222-8811

Page 37

ITEM	Commission Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
(F) REVIEW OF CONDITION - Z-34-81 - WILLIAM PECCOLE Review of Condition requiring installation of signs showing the zoning of the respective sites on property generally located north of Sahara Avenue, south of Westcliff Drive and extending west of Durango Drive two miles, N-U Zone (under Resolution of Intent to R-1, R-2, R-3, R-MHP, R-PD7, R-PD8, P-R, C-1, C-2 and C-V). Planning Commission unanimously recommends APPROVAL of condition #4 being revised as follows: Posting of the zoning of the entire development in sales office, having each homebuyer sign a statement acknowledging the approved zoning and having one sign showing all the zoning in this development with the size of the sign and location conforming to the requirements of the Department of Community Planning and Development. Staff Recommendation: APPROVAL	Lurie - APPROVED, as recommended by staff and the Planning Commission. Motion carried with Levy abstaining.	Clerk to notify & Planning to proceed William Peccole appeared.

APPROVED AGENDA ITEM

CLV033774

005040

15085

MAYOR BILL BRIARE
COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
AL LEVY
WILLIAM U. PEARSON
CITY ATTORNEY
GEORGE F. OGILVIE
CITY MANAGER
RUSSELL W. DORN



CITY of LAS VEGAS

February 22, 1983

Mr. William Peccole
1348 Cashman Drive
Las Vegas, Nevada 89102


Re: REVIEW OF CONDITION
2-34-81

Dear Mr. Peccole:

The Board of City Commissioners at a regular meeting held February 16, 1983, APPROVED your request for a Review of Condition requiring installation of signs showing the zoning of the respective sites on property generally located north of Sahara Avenue, south of Westcliff Drive and extending west of Durango Drive two miles, N-U Zone (under Resolution of Intent to R-1, R-2, R-3, R-MHP, R-PD7, R-PD8, P-R, C-1, C-2 and C-V), subject to the following conditions:

1. Posting of the zoning of the entire development in sales office, having each homebuyer sign a statement acknowledging the approved zoning and having one sign showing all the zoning in this development with the size of the sign and location conforming to the requirements of the Department of Community Planning and Development.

Sincerely,


CAROL ANN HAWLEY
City Clerk

CAH:jap

cc: Dept. of Community Planning and Development
Dept. of Public Services
Dept. of Fire Services
Dept. of Building and Safety



To: The Board of City Commissioners
Re: Community Planning and Development Agenda Item
February 16, 1983 City Commission Agenda

X.

F. REVIEW OF CONDITION - Z-34-B1 - WILLIAM PECCOLE

The applicant is requesting the portion of Condition #4, which requires the posting of the zoning on the entire development on all of the respective sites in this 2,200 acre development be revised to require that each homebuyer sign a statement acknowledging the approved zoning on his entire development. The applicant wishes to be relieved of posting the signs on the respective sites because there would be a vandalism problem and the signs would require constant repair and replacement. Further, the applicant points out most of the streets do not exist where the signs would be located and they would serve no purpose to prospective homebuyers. At the Planning Commission meeting it was requested that he install one sign in the central area showing the zoning for his entire development and he was in agreement. The remainder of the condition will remain the same which requires the zoning to be posted in the sales offices.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to the condition being amended to require the zoning be posted in sales offices, that each homebuyer sign a statement acknowledging the approved zoning in the entire development and the developer install one sign showing all the zoning in this development at a central location.

STAFF RECOMMENDATION: APPROVAL

CLV033776

005042

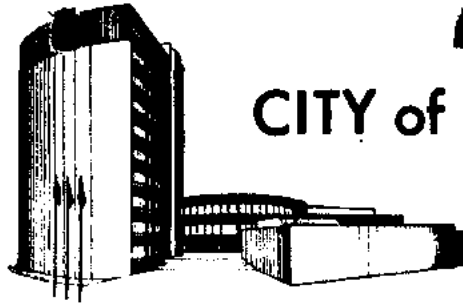
15087

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
ROY WOOFER
AL LEVY

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL BORN



CITY of LAS VEGAS

January 19, 1983

William Peccole
1348 Cashman Drive
Las Vegas NV 89102

RE: Z-34-81

Dear Applicant:

This is to advise that your request as referred to above will be considered by the City Planning Commission at their regular meeting on January 25, 1983.

This meeting will be held at 7:30 P.M. in the Commission Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

The Planning Commission requires that you or your representative be present at this meeting.

Sincerely,

COMMUNITY PLANNING AND DEVELOPMENT

Harold P. Foster, Director

HPF:cm
attachment

CLV033777

005043

15088

3. Z-34-81

REVIEW OF
CONDITION

APPROVED

Request of WILLIAM PECCOLE for a Review of Condition requiring installation of signs showing the zoning of the respective sites on property generally located north of Sahara Avenue, south of Westcliff Drive and extending west of Durango Drive two miles, N-U Zone (under Resolution of Intent to R-1, R-2, R-3, R-MHP, R-PD7, R-PD8, P-R, C-1, C-2 and C-V).

MR. FOSTER stated this request involves Condition No. 4 of this zoning approval which indicates posting the zoning of the entire development in sales offices and installing signs showing the zoning on the respective sites. The applicant is not objecting to the first part of the condition, but is objecting to installing signs on the various zoning sites. This involves a substantial number of signs and they would be subject to vandalism. The applicant is proposing to have each new homebuyer sign a form which would have a copy of the zoning map on it stating the homebuyer is aware of the zoning in that area and the form would be kept on file. Staff would recommend approval.

WILLIAM PECCOLE, 1348 Cashman Drive, appeared for the application. The signs they have posted in the area have been subjected to vandalism. They would like to post a zoning map in the sales office and have the new buyers sign a form stating they are aware of the zoning in the area. He would also be willing to post one big sign on the outside somewhere in the area.

MR. MACK made a Motion for APPROVAL of Z-34-81, Review of Condition, which would waive the request to post signs on the respective sites, require one sign to be posted at the entryway, and require the new homebuyers to sign a form stating they are aware of the zoning.

Voting was as follows:

"AYES" Chairman Bugbee, Mrs. Tracy, Mr. Johnston, Mr. Mack
Mr. Guthrie, Mrs. Coleman, Mr. Kennedy
"NOES" None

Motion for APPROVAL carried unanimously.

DIRECTOR'S BUSINESS:

1. City Planning Commission goals for 1983.

MR. FOSTER stated the goals for the City Planning Commission will be: 1) Updating the City's General Plan, 2) Reviewing the department budget, 3) Studies or plans that might be developed from time to time, 4) City Planning Commission having right to handle zoning and subdivision matters in a final action manner with a right to appeal to the City Commission, 5) Policy or procedural changes to streamline and expedite the zoning and subdivision process, 6) Continue training and education of Planning Commission members in various respects, 7) Major revision to the zoning ordinance, etc.

MR. JOHNSTON made a Motion for APPROVAL of the proposed goals for the City Planning Commission.

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL I. CHRISTENSEN
AL LEVY
WILLIAM U. PEARSON

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL W. DORN



CITY of LAS VEGAS

January 26, 1983

William Peccole
1348 Cashman Drive
Las Vegas, Nevada 89102

RE: Z-34-81

Dear Mr. Peccole:

Your request for a Review of Condition requiring installation of signs showing the zoning of the respective sites on property generally located north of Sahara Avenue, south of Westcliff Drive and extending west of Durango Drive two miles, N-U Zone (under Resolution of Intent to R-1, R-2, R-3, R-MHP, R-PD7, R-PD8, P-R, C-1, C-2 and C-V), was considered by the City Planning Commission on January 25, 1983.

The Commission voted to APPROVE Condition #4 being revised as follows:

(Condition #4): Posting of the zoning of the entire development in sales offices, having each homebuyer sign a statement acknowledging the approved zoning and having one sign showing all the zoning in this development with the size of the sign and location conforming to the requirements of the Department of Community Planning and Development.

This item will be considered by the Board of City Commissioners on February 16, 1983 at 2:00 P.M. in the Commission Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. The Commission requires that you or your representative be present at this meeting.

Sincerely,

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT

HAROLD P. FOSTER, DIRECTOR

HPF:cme
cc: City Clerk



CLV033779

005045

15090

1/13/83

Dept of Planning & Development:

We request a review of conditions on the matter of Z-3481 for posting of signs on the property denoting zoning of the different parcels located in Venetian foothills. We propose attached form to be signed off by the homeowner for consideration in lieu of posting signs.

CONTACT
LARRY MILLER
870 9931
FOR QUESTIONS

Thompson
William Secor

RECEIPT # 27404
25th

Z-34-81

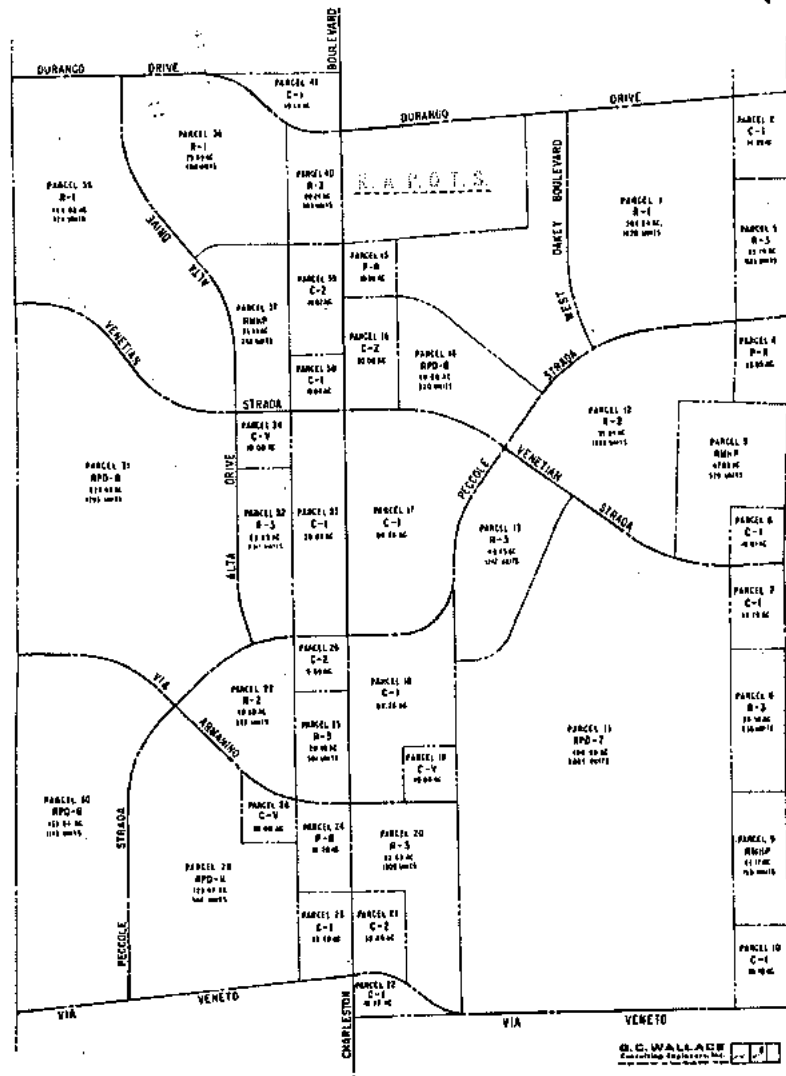
REVIEW of CONDITIONS

CLV033780

005046

15091

MASTER PLAN OF VENETIAN FOOTHILLS



IMPORTANT NOTICE

This plat will give you an idea of how the neighborhood in which you are purchasing a home is presently proposed to be developed. It is based on information available as of December 1, 1982, and represents one concept for future development. This information is very tentative, and may be significantly changed. We make no representation that development will take place as shown and assume no responsibility for errors or omissions in this plat. We are merely providing this to let you know what the current thinking is. Some of the property shown on this plat is not owned by us, and therefore we have no control over how or when it will be developed. As to the property which we do own, we reserve the right to make changes in the proposed land use, street pattern, or type, style, or price of buildings to be constructed. For more information we suggest you contact the city planning department.

Please sign below to indicate that you have received a copy of this plat.

BAILEY-MCGAH

Signature

For & Tract

Date

CLV033781

005047

15092

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
ROY WOOSTER
AL LEVY

CITY ATTORNEY
GEORGE F. GILVIE

CITY MANAGER
RUSSELL DORN



CITY of LAS VEGAS

August 10, 1982

Mr. William Peccole
1348 Cashman Drive
Las Vegas, Nevada 89102

Re: Z-34-81

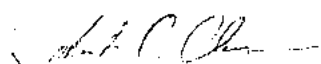
Dear Mr. Peccole:

One of the conditions of the rezoning of your property located between Sahara Avenue and Westcliff Drive, west of Durango Drive, was that signs be installed indicating the zoning on the various sites. Since development of the property has commenced, it is felt that these signs should now be installed.

It would be appreciated if you would have these signs installed at your earliest convenience.

Sincerely,

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT
HAROLD P. FOSTER, DIRECTOR


ROBERT C. CLEMMER
ACTING CHIEF OF ZONING DIVISION

RCC:hj



CLV033782

005048

15093

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL A. CHRISTENSEN
ROY WOOFER
AL LEVY

CITY ATTORNEY
GEORGE F. O'DILVIE

CITY MANAGER
RUSSELL DORN



CITY of LAS VEGAS

ROI#1028

May 26, 1981

Mr. William Peccole
1238 Cashman Drive
Las Vegas, Nevada 89102

Re: Z-34-81
RECLASSIFICATION OF PROPERTY

Dear Mr. Peccole:

The Board of City Commissioners at a regular meeting held May 20, 1981, APPROVED your request for reclassification of property generally located north of Sahara Avenue, south of Westcliff Drive and extending west of Durango Drive two miles, from N-U to R-1, R-2, R-3, R-MHP, R-PD7, R-PD8, P-R, C-1, C-2, C-V, subject to the following conditions:

1. Resolution of Intent with no time limit.
2. Approval of the plans, elevations and the covenants, conditions and restrictions of all R-PD developments by the Planning Commission and City Commission.
3. Approval of the development plan for all other zones by the Planning Commission.
4. Posting the zoning of the entire development in sales offices and installing signs showing the zoning of the respective sites.
5. Street names in accordance with requirements of the Department of Community Planning & Development



CLV-6218

400 S. STEWART AVENUE • LAS VEGAS, NEVADA 89101 • (702) 386-6011

CLV033783

005049

15094

Mr. Willia, Peccole
Z-34-81
page 2

6. Amendment to the Major Street Plan.
7. Conformance to the Flood Hazard Reduction Ordinance and Master Drainage Plan.
8. Landscaping and a permanent underground sprinkler system shall be provided as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler system shall be cause for revocation of a business license.
9. Submittal of a landscaping plan prior to or at the same time application is made for a building permit, license, or prior to occupancy.
10. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets. (Excluding single family development)
11. Satisfaction of City Code requirements and design standards of all City departments.

Sincerely,

Carol Ann Hawley

CAROL ANN HAWLEY
CITY CLERK

CAH:mpk

cc: Dept. of Community Planning & Development
Dept. of Public Services
Dept. of Building & Safety
Dept. of Fire Services

CLV033784

005050

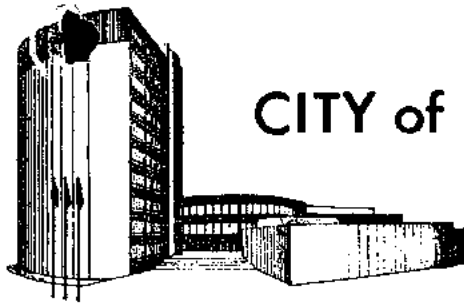
15095

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
ROY WOOTER
AL LEVY

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL DORN



CITY of LAS VEGAS

May 18, 1981

CORRECTED LETTER

Mr. William Peccole
1348 Cashman Drive
Las Vegas, Nevada 89102

RE: Z-34-81

Dear Mr. Peccole:

Your request for reclassification of property generally located north of Sahara Avenue, south of Westcliff Drive and extending west of Durango Drive two miles, from N-U to R-1, R-2, R-3, R-MHP, R-PD7, R-PD8, P-R, C-1, C-2 and C-V, was considered by the City Planning Commission on May 14, 1981.

The Commission voted to refer this item with a recommendation of APPROVAL, subject to the following conditions:

1. Resolution of Intent with no time limit.
2. Approval of the plans, elevations and the covenants, conditions and restrictions of all R-PD developments by the Planning Commission and City Commission.
3. Approval of the development plan for all other zones by the Planning Commission.
4. Posting the zoning of the entire development in sales offices and installing signs showing the zoning on the respective sites.
5. Street names in accordance with requirements of the Department of Community Planning and Development.
6. Amendment to the Major Street Plan.
7. Conformance to the Flood Hazard Reduction Ordinance and Master Drainage Plan.



CLV-6218

400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101 • (702) 386-6011

CLV033785

005051

15096

Mr. William Peccole
May 18, 1981
Page Two

8. Landscaping and a permanent underground sprinkler system shall be provided as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.
9. Submittal of a landscaping plan prior to or at the same time application is made for a building permit, license, or prior to occupancy.
10. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets. (Excluding single family development).
11. Satisfaction of City Code requirements and design standards of all City departments.

This item will be considered by the Board of City Commissioners on May 20, 1981 at 2:00 P.M. in the Commission Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. The Commission requests that you or your representative be present at this meeting.

It should be noted conditions 7 through 11 are only applicable at the time development commences on the property.

Sincerely,

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT


HAROLD P. FOSTER, DIRECTOR

HPF:one

cc: City Clerk
G. C. Wallace Engineering
Oran Gragson

CLV033786

005052

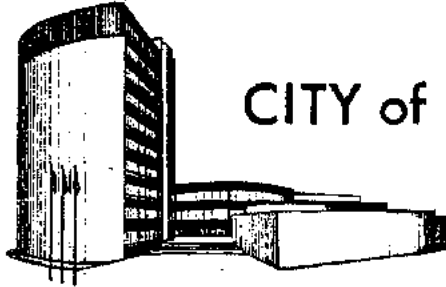
15097

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
ROY WOOSTER
AL LEVY

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL CORN



CITY of LAS VEGAS

May 6, 1981

William Peccole
1348 Cashman Drive
Las Vegas NV 89102

RE: Z-34-81

Dear Applicant:

This is to advise that your request as referred to above will be considered by the City Planning Commission at their regular meeting on May 14, 1981.

This meeting will be held at 7:30 P.M. in the Commission Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

The Planning Commission requires that you or your representative be present at this meeting.

Sincerely,

COMMUNITY PLANNING AND DEVELOPMENT

Harold P. Foster, Director

HPF:bjl
attachment

NOTICE OF PUBLIC HEARING

MAY 14, 1981

Notice is hereby given that on May 14, 1981 at 7:30 P.M. in the Commission Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Planning Commission will hear the application of:

Z-34-81 WILLIAM PECCOLE, ET AL FOR RECLASSIFICATION OF
GENERALLY LOCATED NORTH OF SAHARA AVENUE, SOUTH
OF WESTCLIFF DRIVE AND EXTENDING WEST OF DURANGO
DRIVE TWO MILES.

FROM: N-U (NON-URBAN)
TO: R-1 (SINGLE FAMILY RESIDENCE)
R-2 (TWO FAMILY RESIDENCE)
R-3 (LIMITED MULTIPLE RESIDENCE)
RMHP (RESIDENTIAL MOBILE HOME PARK)
R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT)
R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT)
P-R (PROFESSIONAL OFFICES & PARKING)
C-1 (LIMITED COMMERCIAL)
C-2 (GENERAL COMMERCIAL)
C-V (CIVIC)

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS A PORTION
OF SECTION 5 & ALL OF SECTION 6, TOWNSHIP 21 SOUTH,
RANGE 60 EAST, M.D.B. & M. AND PORTIONS OF SECTIONS
31 & 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.B. & M.

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of the proposed reclassification; or may, prior to this hearing, file with the Department of Community Planning and Development, written objections thereto or approval thereof.

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT


HAROLD P. FOSTER, DIRECTOR

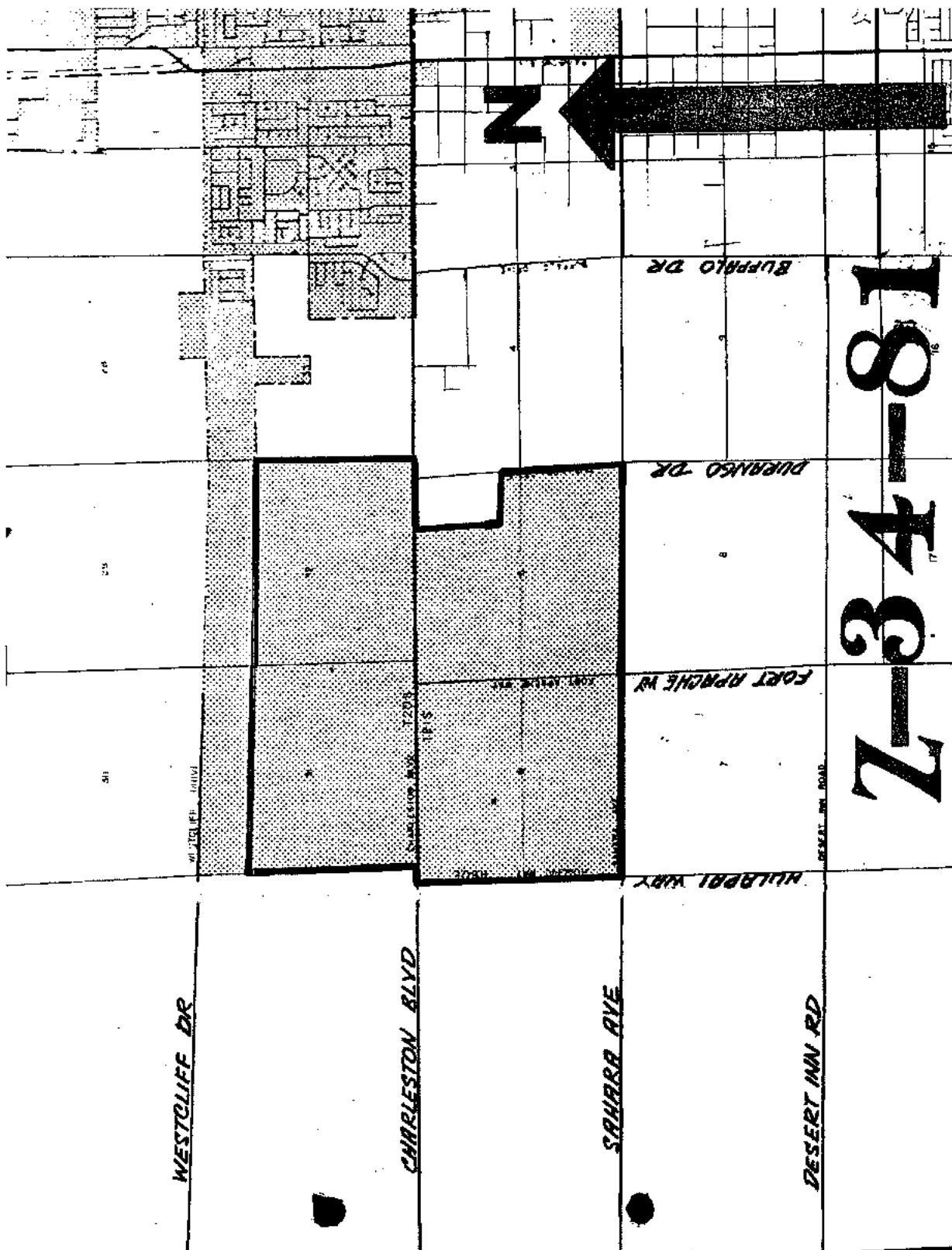
HPF:cmc

(The information contained above is considered to be accurate; however, there may be minor variations involved.) (SEE LOCATION MAP ON REVERSE SIDE.)

CLV033788

005054

15099



005055

15100

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

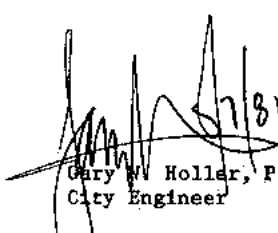
Date

April 29, 1981

TO: Community Planning and Development	FROM: Public Services
SUBJECT: William Peccole Z-34-81	COPIES TO: Quality Control Right-of-Way Subdivisions & Permits Traffic Engineering

Your memorandum dated April 20, 1981 requested comments from this Department prior to May 7, 1981 concerning the request of William Peccole for the reclassification of property generally located north of Sahara Avenue, south of Westcliff Drive and extending west from Durango Drive approximately two (2) miles from a N-U (Non-Urban) land use classification to R-1 (Single Family Residence), R-2 (Two Family Residence), R-3 (Limited Multiple Residence), RMPH (Residential Mobile Home Park), R-PD7 (Residential Planned Development), R-PD8 (Residential Planned Development), P-R (Professional Offices and Parking), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) land use classification.

Prior to any action being taken on this request for the reclassification of property, this Department requests that the attached items be attended to and a new map resubmitted for review and comments.


Gary W. Holler, P.E.
City Engineer

GWH:CDP:mb

Attachments

RECEIVED
MAY 8 1981
PLANNING AND
DEVELOPMENT

CLV-6217

CLV033790

005056

15101

COMMENTS ON CASE 2-34-81, WILLIAM PECCOLE,
VENETIAN FOOTHILLS

1. The alignment of the proposed major streets and thus the reclassification boundaries are not in conformance with City of Las Vegas Ordinance #2136 annexing this property to the City nor with the Angel Park Master Plan or the Master Plan of Streets and Highways.

The Angel Park Master Plan shows Grand Canyon Dr. and Fort Apache Rd. traversing the park in a north-south direction. The street called Via Arminino does not align with either Grand Canyon Dr. or Fort Apache Rd. at the northern boundary of the zoning map (the southern boundary of Angel Park). As it is presently aligned, Via Arminino dead ends to the north with no connection to either a north-south or east-west street. On the Peccole property land-use plan Via Arminino connected with Grand Canyon Dr. at Westcliff Dr. Also, the alignment of the proposed major streets does not conform to the City of Las Vegas Master Plan of Streets and Highways. Grand Canyon Drive is not shown traversing the property. A street called Venetian Strada connects with the Fort Apache Rd. (a 100 foot right-of-way street) alignment at Sahara Ave. and then connects with the El Capitan Way (an 80 foot right-of-way street) alignment at the north end of the subject area. The Master Plan of Streets and Highways shows both El Capitan Way and Fort Apache Rd. traversing the property. In addition the Master Plan of Streets and Highways shows both Oakey Blvd. and Alta Dr. traversing the property in an east-west direction. It is the understanding of the Department of Public Services that any changes to the Master Plan of Streets and Highways must be approved through a separate procedure according to the Department of Community Planning and Development.

2. The street names are not in compliance with either the above cited ordinance nor the City of Las Vegas Master Plan of Streets and Highways, such as Via Veneto (Hualpai Way), Via Arminino (Grand Canyon Dr.), Venetian Strada (Fort Apache Rd. or El Capitan Way), and a portion of Peccole Strada (Alta Dr.). There is a separate procedure for street name changes that should be followed.
3. Streets shown on the City of Las Vegas Master Plan of Streets and Highways should be developed as all-weather streets with flood control improvements constructed at washes and watercourses.
4. It is the understanding of the Department of Public Services from the Department of Community Planning and Development that all right-of-way dedication for the property would be required with the initial phase of development and then improvements would be required as each phase develops.
5. From the land uses proposed on the subject property it has been projected that approximately 27 lanes will be needed for outbound traffic and 27 lanes will be needed for inbound traffic. Ultimately, it is imperative that the east-west major streets providing access to the development be fully improved as follows:
 - A. Sahara Ave. (6 lanes)
 - B. Oakey Blvd. (4 lanes)
 - C. Charleston Blvd. (6 lanes)
 - D. Alta Dr. (4 lanes)
 - E. Westcliff Dr. (6 lanes)

CLV033791

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15102

In addition, according to the City's Master Plan of Streets and Highways the following major north-south streets should be developed from Sahara Avenue north through Angel Park to Westcliff Drive:

- A. Hualpai Way (6 lanes)
- B. Grand Canyon Dr. (4 lanes)
- C. Fort Apache Rd. (6 lanes)
- D. El Capitan Way (4 lanes)
- E. Durango Drive (6 lanes)

In order to provide viable access to the property from the east additional improvements would have to be made as follows:

- A. Sahara Ave. would have to be improved and extended from Rainbow Blvd. west to the subject property to provide for six traffic lanes.
 - B. Oakley Blvd. would have to be improved and extended from Rainbow Blvd. west to the subject property to provide for four traffic lanes.
 - C. Charleston Blvd. would have to be widened and improved to provide for six lanes ultimately from Antelope Way west to the subject property.
 - D. Alta Dr. would have to be widened and constructed from Buffalo Dr. west to the subject property. In addition, Alta Dr. would have to be constructed across the Buffalo Dr. dike and widened to four lanes between Lorenzi Blvd. and Cline St.
 - E. Access north to Westcliff Dr. should be developed, due to the importance of Westcliff Dr. providing east-west access from the subject property to Rainbow Blvd. and the Las Vegas Expressway. Ultimately, Westcliff should be widened to provide six traffic lanes.
6. It is anticipated that the initial phase will involve basically the south-east quadrant of the subject property with a projected population of about 10,000 people. In order to handle the east-west traffic that will be generated the street improvements in 5A, 5B, and 5C should be done in addition to the normally required improvements.
7. The radius on curve 21 should be increased to a minimum design speed of 45 to 50 mph without using significant superelevation.

CLV033792

005058

15103

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

April 28, 1981

TO:

Robert C. Clemmer

FROM:

Harold P. Foster

SUBJECT:

Posting of Uses on Peccole Property

2-13-81

2-34-81

COPIES TO:

Howard A. Null

At the time the City approved the Generalized Land Use Plan on the Peccole property, it indicated the uses should be posted through various means so the persons purchasing homes in this area would be aware of the overall development plan. I think the most appropriate way to handle this is to put a condition on the zoning application, that it has been filed on the entire parcel, to require the developer to construct signs on the sites approved for commercial zoning as well as, have appropriate maps available in the sales office to show the commercial areas in this development. Please make sure this condition is included with the recommendations on the zone change for this property.

HPF:cme

CLV-6217

CLV033793

005059

15104

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

5-4-81

TO: Community Planning & Development	FROM: Department of Building & Safety
SUBJECT: Z-34-81	COPIES TO:

In answer to your memorandum of 4-20-81, on the above zone reclassification North of Sahara, South of WestCliff Drive, West of Durango Dr, this Department has no objections provided all permits and inspections are obtained.

KD:dh

RECEIVED
MAY 4 1981
PLANNING AND
DEVELOPMENT

CLV-6217

CLV033794

005060

15105

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date

April 20, 1981

TO: PUBLIC SERVICES, ADM. DIVISION FIRE SERVICES BUILDING & SAFETY DIVISION	FROM: <i>Harold P. Foster</i> HAROLD P. FOSTER, DIRECTOR COMMUNITY PLANNING & DEVELOPMENT
SUBJECT: Z-34-81 - WILLIAM PECCOLE	COPIES TO:

This is concerning a request for reclassification on the following described property:

Generally located north of Sahara Avenue, south of Westcliff Drive and extending west from Durango Drive two miles.

FROM: N-U (NON-URBAN)

TO: R-1 (SINGLE FAMILY RESIDENCE)
R-2 (TWO FAMILY RESIDENCE)
R-3 (LIMITED MULTIPLE RESIDENCE)
RMHP (RESIDENTIAL MOBILE HOME PARK)
R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT)
R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT)
P-R (PROFESSIONAL OFFICES & PARKING)
C-1 (LIMITED COMMERCIAL)
C-2 (GENERAL COMMERCIAL)
C-V (CIVIC)

CITY PLANNING COMMISSION MEETING: MAY 14, 1981

Your remarks regarding this application prior to May 7, 1981 will be greatly appreciated.

Plot Plan Attached: Yes X
No

HPF:bjl

CLV-6817

CLV033795

005061

15106

CL 29, 1981

NOTICE OF PUBLIC HEARING

MAY 14, 1981

Notice is hereby given that on MAY 14, 1981 at 7:30 P.M. in the Commission Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Planning Commission will hear the application of:

2-34-81

WILLIAM PECIOLE FOR RECLASSIFICATION OF PROPERTY
GENERALLY LOCATED NORTH OF SAHARA AVENUE, SOUTH OF
WESTCLIFF DRIVE AND EXTENDING WEST ~~FROM~~ DURANGO
DRIVE TWO MILES.

FROM: N-U (NON-URBAN)

TO: R-1 (SINGLE FAMILY RESIDENCE)

R-2 (TWO FAMILY RESIDENCE)

R-3 (LIMITED MULTIPLE RESIDENCE)

RMP (RESIDENTIAL MOBILE HOME PARK)

R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT)

R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT)

P-R (PROFESSIONAL OFFICES & PARKING)

C-1 (LIMITED COMMERCIAL)

C-2 (GENERAL COMMERCIAL)

C-V (CIVIC)

*Legally described as a portion of all fraction
of Township 21 South, Range 60 East, M.D.B. & M.
and portions of Sections 31 & 33, Township
20 South, Range 60 East, M.D.B. & M.*

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of the proposed reclassification; or may, prior to this hearing, file with the Department of Community Planning and Development, written objections thereto or approval thereof.

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT

HAROLD P. FOSTER, DIRECTOR

HPF:ce

CHECKED: (date)

HERBERT

WILLIAMS

CLEMMER

FOSTER

(THIS FILE MUST BE RETURNED TO CINDY BY April 24, 1981)

(The information contained above is considered to be accurate; however, there may be minor variations involved. A complete, detailed legal description is on file in the Department of Community Planning and Development.)

(SEE LOCATION MAP ON REVERSE SIDE. *More specific information about this applic. may be*)

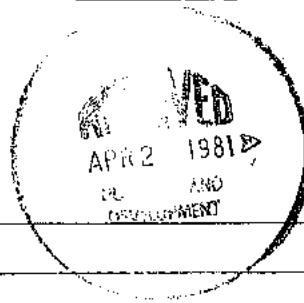
CLV033796

005062

15107

DATE April 21, 1981

TO : COMMUNITY PLANNING & DEVELOPMENT
FROM : FIRE PREVENTION DIVISION
SUBJECT : 7-34-81 WILLIAM PECCOLE



- ☒ 1. No objections
- ☒ 2. Fire hydrant(s) to be installed when water is available to area.
- ☒ 3. Fire hydrant to be installed within 300 feet of the building or existing hydrant.
- ☒ 4. Fire hydrants to be installed in accordance with City Ordinance 2077.
- ☒ 5. Fire flow requirements to be determined when final construction plans are submitted.
- ☐ 6. Two (2) sets of as-builts to be provided this office.
- ☒ 7. Must meet requirements of Uniform Fire Code.
- ☐ 8. Must meet requirements of Uniform Building Code.
- ☐ 9. Building is to conform to the occupancy use requirements.
- ☐ 10. To be approved under permit from the Las Vegas Building Department.
- ☐ 11. If private streets are to be named, names are to be checked by Alarm Office to eliminate duplication.

OTHER: *In residential (R-1, R-2 + RMHP) zones hydrants can be from 300 to 500 ft apart. In all other zones, hydrants are not to be more than 300 ft from each other or 300 ft from any portion of combustible construction

M. Byrne

FIRE PREVENTION OFFICER

CLV033797

005063

15108

INTER-OFFICE MEMORANDUM

April 20, 1981

TO: PUBLIC SERVICES, ADM. DIVISION FIRE SERVICES BUILDING & SAFETY DIVISION	FROM: <i>Harold P. Foster</i> HAROLD P. FOSTER, DIRECTOR COMMUNITY PLANNING & DEVELOPMENT
SUBJECT: Z-34-81 - WILLIAM PECCOLE	COPIES TO:

This is concerning a request for reclassification on the following described property:

Generally located north of Sahara Avenue, south of Westcliff Drive and extending west from Durango Drive two miles.

FROM: N-U (NON-URBAN)

TO: R-1 (SINGLE FAMILY RESIDENCE)
R-2 (TWO FAMILY RESIDENCE)
R-3 (LIMITED MULTIPLE RESIDENCE)
RMHP (RESIDENTIAL MOBILE HOME PARK)
R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT)
R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT)
P-R (PROFESSIONAL OFFICES & PARKING)
C-1 (LIMITED COMMERCIAL)
C-2 (GENERAL COMMERCIAL)
C-V (CIVIC)

CITY PLANNING COMMISSION MEETING: MAY 14, 1981

Your remarks regarding this application prior to May 7, 1981
will be greatly appreciated.

Plot Plan Attached: Yes X
No

HPF:bjl

CITY OF LAS VEGAS

Date

INTER-OFFICE MEMORANDUM

April 20, 1981

TO:	PUBLIC SERVICES, ADM. DIVISION FIRE SERVICES BUILDING & SAFETY DIVISION	FROM:	<i>Harold P. Foster</i> HAROLD P. FOSTER, DIRECTOR COMMUNITY PLANNING & DEVELOPMENT
SUBJECT:	Z-34-81 - WILLIAM PECOCLE	COPIES TO:	

This is concerning a request for reclassification on the following described property:

Generally located north of Sahara Avenue, south of Westcliff Drive and extending west from Durango Drive two miles.

FROM: N-U (NON-URBAN)

TO: R-1 (SINGLE FAMILY RESIDENCE)
R-2 (TWO FAMILY RESIDENCE)
R-3 (LIMITED MULTIPLE RESIDENCE)
RMHP (RESIDENTIAL MOBILE HOME PARK)
R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT)
R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT)
P-R (PROFESSIONAL OFFICES & PARKING)
C-1 (LIMITED COMMERCIAL)
C-2 (GENERAL COMMERCIAL)
C-V (CIVIC)

CITY PLANNING COMMISSION MEETING: MAY 14, 1981

Your remarks regarding this application prior to May 7, 1981 will be greatly appreciated.

Plot Plan Attached: Yes X
No

HPF:bjl

CLV-0217

00506533799

15110

Exhibit 166

MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT (this "Agreement") to be effective December 1st, 2014 is made at Las Vegas, Nevada by and between **THE WILLIAM PETER PECCOLE AND WANDA RUTH PECCOLE FAMILY LIMITED PARTNERSHIP** dated **December 30, 1992**, a Nevada limited partnership ("Seller") and **RAMALTA LLC**, a Nevada limited liability company ("Purchaser") (the foregoing parties are collectively the "Parties" and each one a "Party"). For purposes of this Agreement, "Effective Date" shall be December 1, 2014.

RECITALS

WHEREAS, Seller is the sole member of Fore Stars, Ltd., a Nevada limited liability company ("Fore Stars");

WHEREAS, the Manager of Fore Stars and the General Partner of the Seller is Peccole-Nevada Corporation, a Nevada corporation ("PNC").

WHEREAS, Fore Stars is the owner of that certain real property and improvements, which includes a golf course, driving range, and other facilities located in the City of Las Vegas, Nevada, more particularly described on the attached Exhibit "A", which is incorporated herein by reference (collectively the "Real Property").

WHEREAS, Seller desires to sell all its ownership interest in Fore Stars (the "Securities") and Purchaser desires to purchase the Securities upon and subject to the terms and conditions of this Agreement;

WHEREAS, the Parties have reached an understanding with respect to the transfer by Seller and the acquisition by Purchaser of the Securities; and

NOW, THEREFORE, in consideration of the foregoing and due consideration paid by Purchaser to Seller, the Parties hereby agree:

SECTION 1 Definitions.

For purposes of this Agreement, the following definitions shall apply.

1.01 "Assets" shall mean the following assets of Seller: (1) all of the Seller's fixtures, fittings and equipment associated or used in connection with the Real Property, the equipment is set forth in Exhibit "B"; (2) all of Seller's right, title and interest in and to the use of the name "Badlands Golf Course" used in connection with the Real Property, and any derivatives or combinations thereof; (3) Seller's vendor lists and business records relating to the operation of the golf course and the Real Property; (4) all of the stock of goods owned by Seller used in the operation of the golf course and the Real Property, including without limitation any pro shop, clubhouse, office, and kitchen goods; (5) Seller's existing contracts with its suppliers and vendors, including that certain Water Rights Lease Agreement dated June 14, 2007 between the Seller and Allen G. Nel; (6) all leases and agreements to which Seller is a party with respect to machinery, equipment, vehicles, and other tangible personal property used in the operation of the golf course and the Real Property and all claims and rights arising under or pursuant to the Equipment Leases; (7) all other licenses and permits issued to the Seller (or held by Par 4 as part of the operation of the golf course and would be considered personal to such operation) related to the used in the operation of the golf course, including the liquor license issued by the City of Las Vegas, Nevada identified as License Number L16-00065 (the "Liquor License") and the Real Property; and (8) all rights under the Clubhouse

Lease. Assets shall not include any and all personal property, goods or rights owned by Par 4 as it relates to the Golf Course Lease.

1.02 "Golf Course Lease" shall mean that certain Golf Course Ground Lease dated as of June 1, 2010, as amended, between Fore Stars and Par 4 Golf Management, Inc., a Nevada corporation (the "Par 4").

SECTION 2
PURCHASE PRICE; DEPOSIT; FEASIBILITY PERIOD; DILIGENCE DOCUMENTS;
PRORATIONS; CLOSING DATE

2.01 Purchase Price. The total Purchase price for the Securities in Fore Stars shall be SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO/100 CENTS (\$7,500,000) (the "Purchase Price"). Purchaser shall pay the Purchase Price as follows:

(a) Initial Deposit. THREE HUNDRED THOUSAND DOLLARS AND NO/100 CENTS (\$300,000.00) as an earnest money deposit (the "Deposit"), by wire transfer to the following account designated by and controlled by PNC for the benefit of the Seller.

(b) Feasibility Period. Purchaser shall have thirty (30) days from the Effective Date of this Agreement to cause Seller to receive written notice of its disapproval of the feasibility of this transaction (the "Feasibility Period"). If Seller has not received such notice of disapproval before the expiration of the Feasibility Period, Purchaser shall be deemed to have approved the feasibility of this transaction. If Purchaser causes Seller to receive written notice of disapproval within the Feasibility Period, this Agreement shall be deemed terminated and shall be of no further force or effect. If no notice is received by the Seller to terminate this Agreement, then the Deposit shall be deemed non-refundable and released to Seller. If the Purchaser elects to proceed and not cancel this Agreement during the Feasibility Period, at the Closing, the Deposit shall be credited towards the Purchase Price with the balance to be paid by wire transfer to Seller using the same account information provided for in Section 2.01(a). Notwithstanding the provisions of this subsection (b), until the Feasibility Period, Purchaser shall have the right to terminate this Agreement and receive a full refund of the Deposit in the event that: (i) Purchaser discovers the existence of any written commitment, covenant, or restriction to any party executed in any capacity by Larry Miller, J. Bruce Bayne, or Fredrick P. Waid in their capacity as an officer and/or director of PNC, which commitment, covenant, or restriction would limit the ability of Purchaser to change the present use of the Real Property; or (ii) Purchaser discovers the presence of any materials, wastes or substances that are regulated under or classified as toxic or hazardous, under any Environmental Law, including without limitation, petroleum, oil, gasoline or other petroleum products, by products or waste.

Seller hereby grants Purchaser, from the date hereof until expiration of the Feasibility Period, upon twenty-four (24) hours' notice to Seller and reasonable consent of Par 4, the right, license, permission and consent for Purchaser and Purchaser's agents or independent contractors to enter upon the Real Property for the purposes of performing tests, studies and analyses thereon. Seller or Par 4 may elect to have a representative of Seller present during Purchaser's site inspections. The parties shall coordinate Purchaser's on site investigations so as to minimize disruption of the golf course operations on the Real Property and impact upon Par 4 and their employees. Purchaser shall indemnify and hold Seller and Par 4 harmless from and against any property damages or bodily injury that may be incurred by Seller or Par 4 as a result of such actions by Purchaser, its employees, agents and independent contractors. Purchaser shall obtain, and shall require that its contractors obtain, liability insurance, naming Seller and Par 4 each as an additional insured, in an amount not less than \$1,000,000 (combined single limit) with respect to all such activities conducted at Purchaser's direction on the Real Property. The rights of Seller and Par 4 and Purchaser's obligations set forth in this subsection shall expressly survive any termination of this Agreement. Purchaser agrees not to permit or suffer and, to the extent so permitted or suffered, to cause

to be removed and released, any mechanic's, materialman's, or other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with the planning, design, inspection, construction, alteration, repair or surveying of the Real Property, or preparation of plans with respect thereto as aforesaid by, through or under Purchaser during the Feasibility Period and through the Closing Date.

(c) Delivery of Documents. On or before ten (10) business days after the Effective Date, or as otherwise provided below, Seller shall deliver to Purchaser copies of all of the following items, provided Seller has such items in its actual possession (collectively referred to herein as "Documents");

a. Copies of all development agreements, subdivision improvement agreements, CC&R's, water supply agreements, effluent use agreements, irrigation agreements, or other agreements entered into with the any third parties, the City of Las Vegas, Nevada or any special district, quasi-municipality or municipality having jurisdiction over the Real Property, if any;

b. Copies of all operations, maintenance, management, service and other contracts and agreements relating to operation of the golf course (which agreements may be assumed in full by the Purchaser in Purchaser's sole discretion) and copies of any and all subleases and license agreements relating to the Real Property, if any;

c. Last six (6) months of statements issued to the Seller for water, storm and sanitation sewer, gas, electric, and other utilities connected to or serving the Real Property (if any), including availability and standby charges;

d. Real property tax bills and notices of assessed valuation, including any special assessments, pertaining to the Real Property (if any) for the most recent three (3) tax years, including documents relating to any pending or past tax protests or appeals made by Seller, if any;

e. Any governmental and utility permits, licenses, permits and approvals relating to the Real Property, Assets or Liquor License issued to the Seller, if any;

f. List of personal property owned by Seller together with any security interest or encumbrances thereon that are being conveyed to the Purchaser as the Closing;

g. A copy of any plans and specifications (including "as-builts") of improvements and any other architectural, engineering, irrigation and landscaping drawings, plans and specifications in the Seller's possession;

h. A summary of all pending and threatened claims that were reduced to writing and delivered to the Seller existing at the time of the Effective Date of this Agreement that may result in future liability to Purchaser in excess of \$5,000 and all written notices of violation or enforcement action from governmental agencies served upon Seller that require curative action related to the Real Property, or Assets or involving the golf course operation. After the summary is provided to Purchaser, to the extent that any new claims are delivered in writing to the Seller prior to Closing, Seller shall advise Purchaser in writing;

i. 5.9 The Golf Course Lease.

Purchaser shall retain in strict confidence all Proprietary Information received by Seller, and shall not reveal it to anyone except as may be necessary for the accomplishment of the purposes of such examination and the consummation of the transactions provided for hereby. In the event the sale provided for hereby is not consummated for any reason, for a period of five (5) years, Purchaser shall not,

directly or indirectly: (i) utilize for its own benefit any Proprietary Information (as hereinafter defined) or (ii) disclose to any person any Proprietary Information, except as such disclosure may be required in connection with this Agreement or by law. For purposes of this Agreement, "Proprietary Information" shall mean all confidential business information concerning the pricing, costs, profits and plans for the future development of the Real Property, the Assets or the operation of the golf course, and the identity, requirements, preferences, practices and methods of doing business of specific customers or otherwise relating to the business and affairs of the parties, other than information which (A) was lawfully in the possession of Purchaser prior to the date of disclosure of such Proprietary Information; (B) is obtained by Purchaser after such date from a source other than Seller who is not under an obligation of confidentiality to the Seller; or (C) is in the public domain when received or thereafter enters the public domain through no action of Purchaser. In the event the transactions contemplated hereby are not consummated for any reason, upon receipt of written request from Seller, Purchaser shall return to Seller all Documents and Records received from the Seller (the Documents and Records collectively referred to herein as "Due Diligence Items").

Seller, however, makes no warranty or representation as to the accuracy, correctness or completeness of the information contained in the Due Diligence Items except as expressly set forth in this Agreement. The Due Diligence Items are being provided to Purchaser for Purchaser's informational purposes only with the understanding and agreement that Purchaser will obtain its own soils, environmental and other studies and reports in order to satisfy itself with the condition of the Real Property.

2.02 Prorations.

(a) Credits and Prorations. In addition to the Purchase Price, the following shall be apportioned with respect to the Real Property as of 12:01 a.m., on the day of Closing (the "Cut-Off Time"), as if Purchaser were vested with title to the Real Property during the entire day upon which Closing occurs with the understanding that all or a portion of the charges may be due and owing to Par 4 in accordance with the terms and conditions of the Golf Course Lease, if the date of termination of the Golf Course Lease occurs after the Closing Date, by agreement of Purchaser and Seller: (i) taxes (including personal property taxes on all personal property and inventory) and assessments levied against the Real Property; (ii) gas, electricity and other utility charges for the golf course operations, if any; (iii) charges and fees paid or payable for licenses and permits transferred by Seller to Purchaser; (iv) water and sewer charges; and (v) any other operating expenses or other items pertaining to the Real Property which are customarily prorated between a purchaser and a seller in the area in which the Property is located including, without limitation, any prepaid expenses. At Closing, Purchaser shall credit to the account of Seller all deposits posted with utility companies serving the Real Property. Any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the current year have not been paid before Closing, Seller shall be charged at the Closing an amount equal to that portion of such taxes and assessments for the period prior to the Cut Off-Time. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves following Closing. All necessary adjustments shall be made within fifteen (15) business days after the tax bill for the current year is received. As to gas, electricity and other utility charges, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing (but subject to later readjustment as set forth below).

(b) Apportionment Credit. In the event the apportionments to be made at the Closing result in a credit balance (i) to Purchaser, such sum shall be paid at the Closing by giving Purchaser a credit against the Purchase Price in the amount of such credit balance, or (ii) to Seller, Purchaser shall pay

the amount thereof to the Title Company, to be delivered to Seller together with the net proceeds of the Purchase Price by wire transfer of immediately available funds to the account or accounts to be designated by Seller for the payment of the balance.

2.03 Closing. The purchase and sale of the Securities contemplated by this Agreement shall be consummated by a closing (the "Closing") at the offices of Sklar Williams PLLC, 410 South Rampart Boulevard, Suite 350, Las Vegas, Nevada 89145 at 10 a.m. on March 2, 2015 or such earlier date as is mutually acceptable to Seller and Purchaser (the "Closing Date"). The procedure to be followed by the parties in connection with the Closing shall be as follows:

(a) Closing Deliveries by Seller:

- (i) Good Standing Certificate and a copy of the filed Articles of Organization for Fore Stars;
- (ii) executed resignations by PNC as the duly appointed Manager for Fore Stars;
- (iii) amendment to annual list to be filed with the Nevada Secretary of State for Fore Stars to replace PNC as the Manager with a designee of the Purchaser;
- (iv) executed documents (if any) and if not previously delivered showing the sale of the Securities in Fore Stars to the Purchaser that may be required to maintain the Liquor License issued by the City of Las Vegas, Nevada;
- (v) a License Agreement issued by an affiliate of the Seller for Purchaser to have the right to use the mark "Queensridge" in accordance with the terms and conditions set forth therein (the "Trademark License Agreement"); and
- (vi) such other documents as are reasonable or necessary to consummate the transactions contemplated by this Agreement.

(b) Closing Deliveries by Purchaser:

- (i) the balance of the Purchase Price;
- (ii) an executed Trademark License Agreement; and
- (iii) all other documents required to be executed by Purchaser pursuant to the terms of this Agreement.

SECTION 3
REPRESENTATIONS AND WARRANTIES; COVENANTS

3.01 Mutual Representations. As of the date hereof, each Party (with Seller through PNC, its duly appointed Manager for the PNC as the sole member of Fore Stars) hereby represents and warrants to the other Party as follows:

- (a) Fore Stars is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada.
- (b) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada.
- (c) This Agreement has been duly executed and delivered by such Party. This Agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of such Party, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to enforcement of creditor's rights generally, and except as subject to general principles of equity.

(d) The execution, delivery or performance of this Agreement by such Party will not breach or conflict with or result in a material breach of, or constitute a material default under, (i) any statute, law, ordinance, rule or regulation of any governmental authority, or any judgment, order, injunction, decree or ruling of any court or governmental authority to which such Party is subject or by which such Party is bound, or (ii) any agreement to which such Party is a party.

(e) All consents, approvals, authorizations, agreements, estoppel certificates and beneficiary statements of any third party required or reasonably requested by another Party in connection with the consummation of the transactions contemplated hereby have been delivered to the requesting Party.

(f) No representations or warranties by such Party, nor any statement or certificate furnished, or to be furnished, to any other Party pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits, or will omit, to state a material fact known to such Party, necessary to make the statements contained herein or therein not misleading.

3.02 Seller's Representations. As of the Effective Date, Seller (through PNC, its duly appointed Manager for the PNC) covenants, represents and warrants to Purchaser as follows:

(a) Seller is the lawful record and beneficial owner of 100% of the Shares. Seller owns the Shares free and clear of all liabilities, obligations, security interests, liens and other encumbrances ("Liens and Encumbrances"). As the Shares are uncertificated, at the Closing Buyer will receive good, valid and marketable title to the Shares, free and clear of all Liens and Encumbrances resulting in the Buyer becoming the sole shareholder of the Company.

(b) There is (i) no outstanding consent, order, judgment, injunction, award or decree of any court, government or regulatory body or arbitration tribunal against or involving Fore Stars, (ii) no action, suit, dispute or governmental, administrative, arbitration or regulatory proceeding pending or, to Seller's actual knowledge, threatened against or involving Fore Stars or Seller in Seller's capacity as the sole owner of Fore Stars, and (iii) to Seller's actual knowledge, no investigation pending or threatened against or relating to either Fore Stars or any of its respective officers or directors as such or Seller in Seller's capacity as the sole owner of Fore Stars.

(c) Fore Stars has good and marketable title to all of its properties (except as noted on Exhibit "A"), assets and other rights, free and clear of all Liens and Encumbrances.

(d) Seller has furnished Purchaser with a compiled financial statement for Fore Stars for the periods ending December 31, 2013 and November 30, 2014. Except as noted therein and except for normal year-end adjustments, all such financial statements are complete and correct and present fairly the financial position of Fore Stars at such dates and the results of its operations and its cash flows.

(e) Since November 30, 2014, there has been no material adverse change in the financial condition, assets, liabilities (contingent or otherwise), result of operations, business or business prospects of Fore Stars.

(f) Since November 30, 2014, the Seller has caused Fore Stars to conduct its business only in the ordinary course.

(g) Fore Stars is not a party to, nor are any of its respective Assets bound by, any written or oral agreement, purchase order, commitment, understanding, lease, evidence of indebtedness, security agreement or other contract. Further, Fore Stars is not subject to any liabilities that have already accrued or potential liability that either Purchaser or Seller is aware of that have not yet accrued.

(h) To the best of Seller's Knowledge, Seller has not received any notice from any governmental unit that (i) the Real Property is not in compliance with any Environmental Law (ii) there are any administrative, regulatory or judicial proceedings pending or threatened with respect to the Real Property pursuant to, or alleging any violation of, or liability under, any Environmental Law. "Environmental Laws" means any environmental, health or safety law, rule, regulation, ordinance, order or decree, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, as amended, any "Superfund" or "Super Lien" law or any other federal, state, county or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any petroleum, natural or synthetic gas products and/or hazardous, toxic or dangerous waste pollutant or contaminant, substance or material as may now or any time hereinafter be in effect.

(i) To the best of Seller's Knowledge, the execution and delivery of this Agreement will not (i) violate or conflict with the Seller's articles of organization or the limited liability company operating agreement of Seller, (ii) violate or conflict with any judgment, decree or order of any court applicable to or affecting Seller, (iii) breach the provisions of, or constitute a default under, any contract, agreement, instrument or obligation to which Seller is a party or the Real Property is the subject matter or is bound, or (iv) violate or conflict with any law, ordinance or governmental regulation or permit applicable to Seller.

(j) To the best of Seller's Knowledge, Seller has not commenced, nor has Seller been served with process or notice of any attachment, execution proceeding, assignment for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings against Seller (the "*Creditor's Proceeding*"), nor is any Creditor's Proceeding contemplated by Seller. No Creditor's Proceeding is pending, or to Seller's knowledge, threatened against Seller.

(k) Fore Stars does not have any employees.

(l) To the best of Seller's Knowledge, Seller has not received any notice of violation from any federal, state or municipal entity that has not been cured or otherwise resolved to the satisfaction of such governmental entity.

As used herein the phrase "to Seller's Knowledge" or "to the best of Seller's Knowledge" shall mean the current, actual (as opposed to constructive) knowledge of William Bayne, the duly appointed Vice President of PNC without having made any investigation of facts or legal issues and without any duty to do so and without imputing to either person the knowledge of any employee, agent, representative or affiliate of Seller. All of Seller's representations and warranties shall survive Closing for a period six (6) months.

SECTION 4 TAX MATTERS

Each Party to this Agreement shall be fully responsible for any and all taxes (income or otherwise) that may result from this Agreement and the payment of the Purchase Price.

SECTION 5 ARBITRATION

Any dispute, controversy or claim arising under, out of, in connection with, or in relation to this Agreement, or the breach, termination, validity or enforceability of any provision of this Agreement, will be settled by final and binding arbitration conducted in accordance with, and before a three-member

arbitration panel (the "Arbitrator") whereby each Party selects on panel member to represent their interests and the two panel members jointly select a neutral arbitrator. The arbitration will be conducted according to the rules of the American Arbitration Association. Unless otherwise mutually agreed upon by the parties, the arbitration hearings shall be held in the City of Las Vegas, Nevada. The Parties hereby agree that the Arbitrators have full power and authority to hear and determine the controversy and make an award in writing in the form of a reasoned judicial opinion. The Parties hereby stipulate in advance that the award is binding and final. The Parties hereto also agree that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof. The prevailing party in any arbitration or other action pursuant to this Section 5 shall be entitled to recover its reasonable legal fees and out-of-pocket expenses.

SECTION 6 BROKERAGE FEES

Each Party represents that it has not entered into any agreement for the payment of any fees, compensation or expenses to any natural or legal person in connection with the transactions provided for herein, and shall hold and save the other Parties harmless from any such fees, compensation or expenses, including attorneys fees and costs, which may be suffered by reason of any such agreement or purported agreement.

SECTION 7 PURCHASER'S INDEMNIFICATION

Notwithstanding anything to the contrary contained herein, if Seller, PNC or any direct or indirect owner thereof is made a party to any litigation in which the Seller, PNC or any direct or indirect owner thereof is a party for any matters relating to Purchaser's development of the Real Property, then Purchaser as well as Executive Home Builders, Inc., a Nevada corporation shall indemnify, defend and hold Seller, PNC or any direct or indirect owner thereof harmless from all costs and expenses incurred by such party related to such litigation. This indemnity obligation shall survive the Closing for a period of six (6) years from the final and non-appealable date triggered from each time Purchaser obtains any required permits and approvals for the development, changes, modifications or improvements to all or portions of the Real Property and/or golf course. Upon expiration of such period, the provisions of this Section 7 shall expire and be of no further force and effect.

SECTION 8 NOTICES

8.01 Procedure. Any and all notices and demands by any Party to any other Party, required or desired to be given hereunder, shall be in writing and shall be validly given or made only if (a) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (b) made by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner.

8.02 Notice Addresses. Any notice or demand shall be delivered to a Party as follows:

To Seller: c/o Peccole-Nevada Corporation
851 South Rampart Boulevard, Suite 105
Las Vegas, Nevada 89145
Attention: William Bayne

To Purchaser:

9755 West Charleston Boulevard
Las Vegas, Nevada 89117
Attention: Yohan Lowie, Manager

8.03 Change of Notice Address. The Parties may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner provided above.

SECTION 9 MISCELLANEOUS

9.01 Choice of Law. This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Nevada, without giving effect to the principles of conflict of laws thereof.

9.02 Attorneys' Fees. In the event any action is commenced by any Party against any other Party in connection herewith, including, without limitation, any bankruptcy proceeding, the prevailing Party shall be entitled to its costs and expenses, including without limitation reasonable attorneys' fees.

9.03 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Except as specifically provided herein, this Agreement is not intended to, and shall not, create any rights in any person or entity whatsoever except Purchaser and Seller.

9.04 Severability. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, then all terms, provisions, covenants or conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby, provided that the invalidity, voidness or unenforceability of such term, provision, covenant or condition (after giving effect to the next sentence) does not materially impair the ability of the Parties to consummate the transactions contemplated hereby. In lieu of such invalid, void or unenforceable term, provision, covenant or condition there shall be added this Agreement a term, provision, covenant or condition that is valid, not void, and enforceable and is as similar to such invalid, void, or unenforceable term, provision, covenant or condition as may be possible.

9.05 Integration Clause; Modifications; Waivers. This Agreement (along with the documents referred to herein) constitutes the entire agreement among the Parties pertaining to the subject matter contained herein and supersedes all prior agreements, representations and understandings of the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Party to be bound. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

9.06 Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

9.07 Negotiation. This Agreement has been subject to negotiation by the Parties and shall not be construed either for or against any Party, but this Agreement shall be interpreted in accordance with the general intent of its language.

9.08 Construction. Personal pronouns shall be construed as though of the gender and number required by the context, and the singular shall include the plural and the plural the singular as may be required by the context.

9.09 Other Parties. Except as expressly provided otherwise, nothing in this Agreement is intended to confer any rights or remedies under this Agreement on any persons other than the Parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action against any Party to this Agreement.

9.10 Counterparts. This Agreement may be executed in any number of counterparts; each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same Agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. The Parties contemplate that they may be executing counterparts of this Agreement transmitted by facsimile and agree and intend that a signature transmitted through a facsimile machine shall bind the party so signing with the same effect as though the signature were an original signature.

9.11 Attorney Representation. In the negotiation, preparation and execution of this Agreement, the parties hereto acknowledge that Seller has been represented by the law firm of Sklar Williams PLLC, Las Vegas, Nevada and that Purchaser has been represented by Todd D. Davis, Esq. The parties have read this Agreement in its entirety and fully understand the terms and provisions contained herein. The parties hereto execute this Agreement freely and voluntarily and accept the terms, conditions and provisions of this Agreement and state that the execution by each of them of this Agreement is free from any coercion whatsoever.

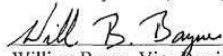
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement and intend the effective date to be as written above.

SELLER:

WILLIAM PETER PECCOLE AND
WANDA RUTH PECCOLE FAMILY
LIMITED PARTNERSHIP dated
December 30, 1992, a Nevada
limited partnership

By: Peccole-Nevada Corporation, a
Nevada corporation, Manager


William Bayne, Vice President

PURCHASER:

RAMALTA LLC
a Nevada limited liability company


Yohan Lowie, Manager

The undersigned hereby joins in the execution of this Agreement for the provisions set forth in Section 7 hereof.

Executive Home Builders, Inc.
a Nevada corporation

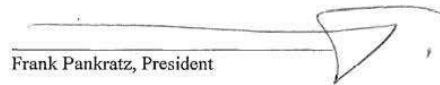

Frank Pankratz, President

EXHIBIT "A"

REAL PROPERTY LEGAL DESCRIPTION

Assessor's Parcel Number: 138-31-713-002

Being a portion of Section 31 and the West Half (W ½) of Section 32, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Being Lot Five (5) as shown on that certain Amended Plat known as "Peccole West", on file in the Clark County Records Office, Clark County, Nevada in Book 83 of Plats, Page 57.

Also that certain parcel of land described as follows:

Being a portion of Lot Four (4) of Peccole West recorded in Book 77 of Plats, Page 23, lying within the West Half (W ½) of Section 32, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Beginning at the most westerly corner of said Lot Four (4); thence South 50°26'37" East a distance of 26.46 feet; thence North 29°03'33" West a distance of 28.42 feet; thence South 39°33'23" West a distance of 10.36 feet to the point of beginning.

Excepting therefrom that certain parcel of land described as follows:

Being a part of Lot Five (5) of Amended Plat of Peccole West, recorded in Book 83, Page 57 of Plats, lying within Section 31 and the West Half (W ½) of Section 32, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Beginning at the northeasterly corner of said Lot Five (5) that is common to the northeasterly corner of Lot Four (4) of Peccole West, recorded in Book 77, Page 23 of Plats; thence South 55°19'16" West a distance of 845.91 feet; thence South 65°09'52" West a distance of 354.20 feet; thence North 88°08'01" West a distance of 211.78 feet; thence North 68°42'48" West a distance of 233.33 feet; thence North 10°17'23" East a distance of 227.70 feet; thence North 19°42'37" West a distance of 220.00 feet; thence North 50°26'37" West a distance of 75.24 feet, the aforementioned lines were along said Lot Four (4); thence South 29°03'32" East a distance of 87.69 feet; thence South 43°23'20" West a distance of 126.26 feet; thence Southwesterly 12.52 feet along a curve concave Northwest having a central angle of 26°04'44" with a radius of 27.50 feet; thence South 69°28'04" West a distance of 166.21 feet; thence Southwesterly 8.73 feet along a curve concave Northwest having a central angle of 18°11'42" with a radius of 27.50 feet to a point of a reverse curve; thence Southeasterly 87.18 feet along a curve concave Southeast having a central angle of 95°08'30" with a radius of 52.50 feet; thence South 7°28'45" East a distance of 75.10 feet; thence Southeasterly 31.24 feet along a curve concave Northeast having a central angle of 34°05'44" with a radius of 52.50 feet; thence South 41°34'29" East a distance of 28.68 feet; thence South 59°09'33" East a distance of 67.35 feet; thence South 74°29'49" East a distance of 38.97 feet; thence South 74°45'44" East a distance of 208.90 feet; thence South 68°22'14" East a distance of 242.90 feet; thence South 89°22'39" East a distance of 275.72 feet; thence North 65°04'09" East a distance of 232.57 feet; thence North 55°14'40" East a distance of 914.33 feet to a point of a non-tangent curve having a radial bearing of North 12°09'46" East;

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thence Northwesterly 79.44 feet along a curve concave Southwest having a central angle of 5°59'20" with a radius of 760.00 feet to the point of beginning.

Also that certain parcel of land described as follows:

Being a portion of the Amended Plat of Peccole West, recorded in Book 83 of Plats, Page 57, lying within the West Half (W ½) of Section 32, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Beginning at the most northerly corner of said Amended Plat of Peccole West; thence South 42°13'47" West (radial) a distance of 5.00 feet; thence Southerly 38.10 feet along a curve concave Southwest having a central angle of 87°19'35" with a radius of 25.00 feet; thence South 39°33'23" West a distance of 229.20 feet; thence South 50°26'37" East a distance of 80.00 feet; thence North 39°33'23" East a distance of 231.07 feet; thence Northeasterly 37.38 feet along a curve concave Southeast having a central angle of 85°40'27" with a radius of 25.00 feet; thence North 35°13'51" East (radial) a distance of 5.00 feet to a point of a non-tangent curve; thence Northwesterly 126.43 feet along a curve concave Northeast, having a central angle of 6°59'56" with a radius of 1035.00 feet to the point of beginning.

Also shown as Parcel 2 of that certain Record of Survey on file in File 151, Page 9 recorded September 15, 2005 in Book 20050915 as Instrument No. 02577 and as amended by those certain Certificates of Amended recorded June 9, 2006 in Book 20060609 as Instrument No. 000876 and July 17, 2006 in Book 20060717 as Instrument No. 00697, of Official Records.

Excepting therefrom that portion of Lot 5 of Amended Peccole West as shown by map thereof on file in Book 83, Page 57 of Plats, in the Clark county Recorder's Office, Clark County, Nevada, lying within the Southwest Quarter (SW ¼) of Section 32, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada, and described as follows:

Beginning at the Northeast corner of Parcel 1B as shown by map thereof on file in File 139 of Surveys, Page 17, in the Clark County Recorder's Office, Clark County, Nevada, same being a point on the westerly right-of-way line of Rampart Boulevard; thence departing said westerly right-of-way line South 65°08'21" West, 197.13 feet; thence North 46°08'45" East, 17.75 feet; thence North 57°06'40" East, 66.86 feet to the beginning of a curve concave southeasterly having a radius of 1815.00 feet, a radial bearing to said beginning bears North 53°21'06" West; thence Northeasterly along said curve, through a central angle of 03°03'21", an arc length of 96.80 feet; thence North 39°51'15" East, 199.00 feet; thence South 50°08'45" East, 65.00 feet to the westerly right-of-way line of said Rampart Boulevard; thence along said westerly right-of-way line, South 39°51'15" West, 199.00 feet to the point of beginning.

Excepting therefrom that portion as conveyed to the City of Las Vegas in that certain Grant Deed recorded December 20, 2005 in Book 20051220 as Instrument No. 01910, of Official Records.

Assessor's Parcel Number: 138-31-610-002

A portion of Lot Twenty-one (21) of Peccole West Lot 10, as shown by map thereof on file in Book 83 of Plats, Page 61, in the Office of the County Recorder of Clark County, Nevada, and further being identified as Assessors Parcel No. 138-31-610-002.

Assessor's Parcel Number: 138-31-212-002

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LO 00004075 (Confidential)

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A portion of Lot Twenty-one (21) of Peccole West Lot 10, as shown by map thereof on file in Book 83 of Plats, Page 61, in the Office of the County Recorder of Clark County, Nevada, and further being identified as Assessors Parcel No. 138-31-212-002.

Assessor's Parcel Number: 138-31-712-004

Lot G (Common Area) of Peccole West - Parcel 20, as shown by map thereof on file in Book 87 of Plats, Page 54, in the Office of the County Recorder of Clark County, Nevada.

THE FOLLOWING TO BE INCLUDED AS PART OF THE REAL PROPERTY, BUT NOT AS OF THE CLOSING DATE, IN ACCORDANCE WITH THAT CERTAIN LOT LINE ADJUSTMENT AGREEMENT DATED NOVEMBER 14, 2014 BETWEEN FORE STARS AND QUEENSRIDGE TOWERS LLC, A NEVADA LIMITED LIABILITY COMPANY

That portion of Assessor's Parcel Number: 138-32-210-005 described as [:

BEING A PORTION OF THE WEST HALF (W1/2) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF FINAL MAP OF "ONE QUEENSRIDGE PLACE, PHASE 1", RECORDED IN BOOK 137, PAGE 88 OF PLATS, CLARK COUNTY, OFFICIAL RECORDS; THENCE SOUTH 65°04'09" WEST A DISTANCE OF 37.06 FEET; THENCE NORTH 89°22'39" WEST A DISTANCE OF 275.72 FEET; THENCE NORTH 68°22'14" WEST A DISTANCE OF 218.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°23'29" WEST A DISTANCE OF 268.84 FEET; THENCE NORTH 05°34'48" WEST A DISTANCE OF 95.02 FEET; THENCE NORTH 24°04'10" WEST A DISTANCE OF 95.59 FEET; THENCE SOUTH 43°23'20" WEST A DISTANCE OF 126.26 FEET; THENCE SOUTHWESTERLY 12.52 FEET ALONG A CURVE CONCAVE NORTHWEST HAVING A CENTRAL ANGLE OF 26°04'44" WITH A RADIUS OF 27.50 FEET; THENCE SOUTH 69°28'04" WEST A DISTANCE OF 166.21 FEET; THENCE SOUTHWESTERLY 8.73 FEET ALONG A CURVE CONCAVE NORTHWEST HAVING A CENTRAL ANGLE OF 18°11'42" WITH A RADIUS OF 27.50 FEET TO A POINT OF A REVERSE CURVE; THENCE SOUTHEASTERLY 87.18 FEET ALONG A CURVE CONCAVE SOUTHEAST HAVING A CENTRAL ANGLE OF 95°08'30" WITH A RADIUS OF 52.50 FEET; THENCE SOUTH 07°28'45" EAST A DISTANCE OF 75.10 FEET; THENCE SOUTHEASTERLY 31.34 FEET ALONG A CURVE CONCAVE NORTHEAST HAVING A CENTRAL ANGLE OF 34°05'44" WITH A RADIUS OF 52.50 FEET; THENCE SOUTH 41°34'29" EAST A DISTANCE OF 28.68 FEET; THENCE SOUTH 59°09'33" EAST A DISTANCE OF 67.35 FEET; THENCE SOUTH 74°29'49" EAST A DISTANCE OF 38.97 FEET; THENCE SOUTH 74°45'44" EAST A DISTANCE OF 208.90 FEET; THENCE SOUTH 68°22'14" EAST A DISTANCE OF 24.41 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

EQUIPMENT LIST

<u>Manufacturers Name:</u>	<u>Model</u>	<u>Quantity</u>	<u>Own/leased</u>	<u>Serial Number</u>	<u>Description</u>	<u>Notes</u>
Dakota	440	1	Owned	44001306	Large Material Handler	
Toro		1	Owned	260000114	Rake-o-vac	Sweeper
Classen	sc18	1	Owned	3051	Sod Cutter	Includes Trailer
Buffalo		1	Owned	12832	Turbine Blower	Wireless Remote
Buffalo		1	Owned	113777	Turbine Blower	
Kubota	m4030	1	Owned	24308	Large Tractor	
Kubota	L2900	1	Owned	2900d58699	Small Tractor	
John Deere	310d	1	Owned	818488	Backhoe/loader	
TyCrop	qp500	1	Owned	630	Belt drop top dresser	
AD Williams		1	Owned		300gal tow behind spray	
Jacobson		1	Owned		PTO drive blower	
Lely	1250	1	Owned		3pt. Hitch spreader	
Lely	w1250	1	Owned		Tow behind spreader	
Ryan Aerifier			Owned		Tow Behind	
Turco	triwave60	1	Owned	k00861	PTO drive slitseeder	
Turco	mtrmatic	1	Owned		walking top dresser	
GreensGroomer	drgbroom	1	Owned		towable drag broom	
Landpride	boxblade	1	Owned		tractor box blade	
Broyhill		1	Owned		in workman or trailer	100 GAL spot spray
Pratt Rake		1	Owned		3pt. Hitch dethatcher	
Jacobson	t535d	1	Owned	66150	turfcat rotary mower	extra desk
First Products	af80	1	Owned		aera vator	
Smithco	X-press	1	Owned	t725	greens roller	
Toro	3300d	1	Owned	50332	workman	poor condition
Toro	3300d	1	Owned	60471	workman	poor condition
Ditch Witch		1	Owned	1330	trencher	
Clubcar		1	Owned	544656	Mechanics Cart	
EZ GO	St350	1	Owned	2255615	utility vehicle	Good condition
EZ GO	St350	1	Owned	2255617	utility vehicle	Good condition
EZ GO	St350	1	Owned	1325630	utility vehicle	avg. condition
EZ GO	St350	1	Owned	a62000	utility vehicle	avg. condition
EZ GO	St350	1	Owned	1168216	utility vehicle	avg. condition
EZ GO	St350	1	Owned	a62015	utility vehicle	avg. condition
EZ GO	St350	1	Owned	13225631	utility vehicle	avg. condition
EZ GO	St350	1	Owned	a62020	utility vehicle	avg. condition
EZ GO	St350	1	Owned	a62017	utility vehicle	avg. condition
Toro	5040	1	Owned	270000704	Sand Pro	boxblade,pushblade
Kubota	M4900	1	Owned	55172	4wd Tractor	

Exhibit B, Page 1

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Kitchen (back of house)

American Range (char-broiler) 4 burner type
Electric Salamander
Pitco Frialator (G11BC004851) 2 basket type
American Range 4 burner/griddle combo
Built in 6 drawer line refrigerator
Mobile refrigeration unit (5277474)
Amana Commercial Microwave
Star Toaster (TQ135100800528)
Mobile 5 burner hot line
True Freezer (4562096)
Randell Refrigerator (500000004829)
Moffat Convection Oven (713199)
Alto-Shaam (4321-135-686) – Slow Roaster
Alto-Shaam (5049-78-290) – Slow Roaster
Manitowoc Ice Machine
Built in walk in refrigerator (1513-P1)
Globe Meat Slicer (353824)
Randell Freezer (500000004819)
8 storage racks
Liquor Storage Cabinet (locked)
Cooler Storage Outside (Beverage Cart)
4 Large Storage Coolers (Glass Front)
Serial #'s: 4957419; 1-3705092; 1-2505390; 6533204

Food and Beverage (Front of House)

Bar Coolers:
Beverage Air Glass Cooler (9206937)
True Beer Cooler (12111352)
True Small Keg Cooler (1-3705092)
Beverage Air Large Keg Cooler (4411615)
Large Bar Cooler (22-96843)
Bain Marie Front Load Cooler (22-46842)
IMI Cornelius Soda Dispenser Pepsi (63R0526KD057)
Furniture:
Wood Square Table (4' by 4') – 10
Wood Round Table (48") – 7
Wood Square Table High Top (36") – 2
Wood Chairs High Top – 4
Wood Chairs Standard – 78
Televisions:
3 Panasonic 50" (Pro-Shop included)
1 Vizio 50"

Exhibit B, Page 2

LO 00004078 (Confidential)

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Furniture Throughout Building (Front of House and Offices)

Cloth Chair Large
Dark Blue Leather Loveseat
Dark Blue Leather Sofa
2 Brown Leather Chair w/ Ottoman
Brown Leather Loveseat
Brown Leather Sofa
4 Wooden End Table
7 Wooden Chair (Assorted)
Red Leather Couch
2 Large Wood/Cloth Chair
Wood Coffee Table
Wood/Glass Coffee Table
4 Wood Desk (48")
3 L-Shape Wood Desk
2 Large File Cabinet
2 Tall Document Size File Cabinet

Exhibit B, Page 3

LO 00004079 (Confidential)

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Exhibit 167

19.16.090

REZONING

A. Purpose

The purpose of this Section is to set forth the procedures by which the Planning Commission and City Council will periodically review and amend the Official Zoning Map Atlas of the City to ensure that it meets the goals and objectives of the General Plan and related land use policies and plans.

B. Authority

Whenever public necessity, safety and general welfare may require, the City Council may, upon recommendation by the Planning Commission, rezone any parcel or area of land within the City from one zoning district to another when the rezoning will conform to the General Plan and the requirements of Subsection (K) of this Section.

C. General Plan Amendment

If a proposed rezoning will not conform as to use or density, the application may not be approved unless the General Plan is amended first to accommodate the proposed rezoning. The applicant may submit an application to amend the General Plan and an application for rezoning at the same time, and the applications may be heard concurrently.

D. Minimum Site Requirements

Property which is proposed to be rezoned to the following zoning districts must meet the minimum criteria denoted below in order to be considered for rezoning:

1. **P-C District.** Minimum site area of three thousand acres.
2. **PD District.** Minimum site area of 40 acres.

E. Application - General

1. **Application Form.** An application to rezone property shall be on a form provided by the Department. The application shall be signed, notarized and acknowledged by the owner of record of each parcel of property. The application shall be filed with the Secretary of the Planning Commission at the office of the Department.
2. **Initiation of Application.** An application for a rezoning may be initiated by the Department, Planning Commission or by the City Council, or by means of an application filed by the owner(s)



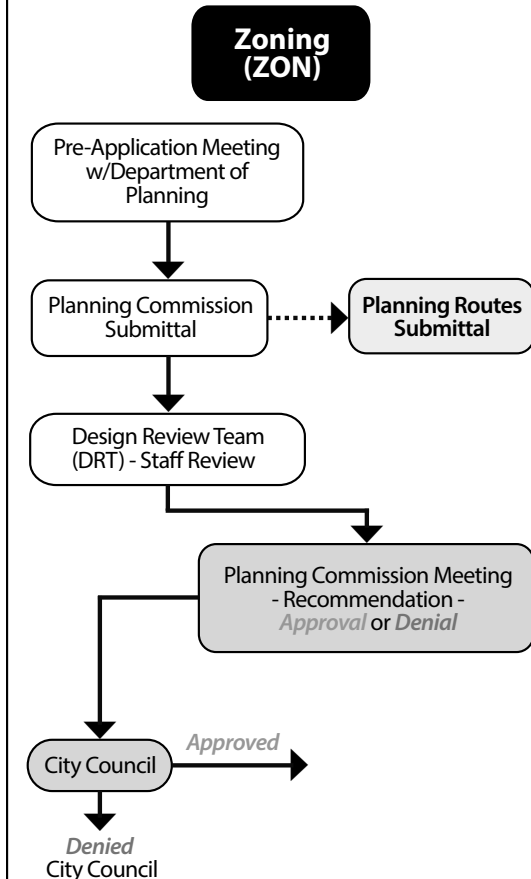
City of Las Vegas
Unified Development Code

March 16, 2011

Typical Review Process

Rezoning

19.16.090



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Chapter 19.16

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of record of each parcel of property proposed for rezoning.

3. Other Governmental Ownership.

a. **Application Requirements.** With respect to property which is owned by the State of Nevada or the United States of America, a rezoning application is sufficient if it is signed and acknowledged by a prospective purchaser of that property who has:

- i. Entered into a contract with the governmental entity to obtain ownership of the property;
- ii. Provided to the Department a letter from the governmental entity indicating that it consents to the filing of the application and agrees to be bound by the application; or
- iii. Provided to the Department a letter from the governmental entity indicating that it has no objection to the filing of the application.

b. **Effect of Letter of No Objection.** In the case of an application that is supported by a letter of no objection under Subparagraph (a)(iii) of this Paragraph (3), the applicant shall acknowledge in writing by means of a form provided by the Department or in a form acceptable to the City Attorney, that:

- i. The processing of the application is done as an accommodation only;
- ii. The application, the results thereof, and any entitlements related thereto are dependent upon the applicant's obtaining an enforceable contractual interest in the property; and
- iii. The applicant assumes the risk of proceeding without any assurance that approval of the application will lead to an ability to implement the approval.

4. **Non-Property Owner.** A rezoning application is sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property for which the rezoning is sought. However, interest in that property must exist in a written agreement with the owner of record, attached to which is a copy of the rezoning application and

in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the application. The agreement must further stipulate that the owner of record consents to the filing and processing of the application and agrees to be bound by the requested rezoning.

5. **Multiple Ownership.** In the case of multiple ownership of a parcel, only one of the owners of record shall be required to sign the application. A list of all other owners shall be provided with the application.

6. **Contiguous Land.** Except with respect to rezoning applications initiated by the Department, Planning Commission or the City Council, all of the land in the application shall be contiguous with at least one common point.

F. Application - Specific Requirements

1. **Pre-Application Conference.** Before submitting an application to rezone, the owner or authorized representative shall engage in a pre-application conference with the staff of the Department to discuss preliminary land planning, including land use relationships, density, transportation systems, infrastructure facilities and landscaping and open space provisions.

2. **PD District.** A site development plan or concept plan, as required by LVMC 19.10.040, shall be submitted concurrently with any application for rezoning to a PD District.

3. **P-C District.** A concept plan and other documentation specified in LVMC 19.10.030(E) shall be submitted concurrently with any application for rezoning to a P-C District.

G. Successive Applications

1. **Previously Denied Applications.** An application to rezone a parcel in which all or any part was the subject of a previous application for rezoning to the same zoning classification, to a less restrictive classification or for the same use or one of a similar density which has been denied or which has been withdrawn subsequent to the noticing of a public hearing shall not be accepted until the following periods have elapsed between the date of the denial or withdrawal and the date of the meeting for which the proposed application would be scheduled in the ordinary course:



- a. After the first denial or withdrawal - one year.
- b. After the second or a subsequent denial or withdrawal - two years.
- 2. **Previously Withdrawn Applications.** An application for a Rezoning concerning all or any part of a previous application for a Special Use Permit or a Variance for the same use, a similar use or a less restrictive use which has been denied or which has been withdrawn subsequent to the noticing of a public hearing shall not be accepted until the time periods described in Paragraph (1), above, have elapsed.
- 3. **Applications Withdrawn Without Prejudice.** The time periods described in Paragraphs (1) and (2) above, and that otherwise would become effective because of the withdrawal of an application, shall not become effective if, after consideration of the timing and circumstances of the withdrawal, the Planning Commission or the City Council specifically approves the withdrawal without prejudice.
- C) Each tenant of any mobile home park that is located within on thousand feet of the property described in the application;
- D) The owner of each of the thirty separately-owned parcels nearest to the property described in the application to the extent this notice does not duplicate the notice otherwise required by this Paragraph (2);
- E) Any advisory board which has been established for the affected area by the City Council; and
- F) The president or head of any registered local neighborhood organization whose organization boundaries are located within a minimum of one mile of the property described in the application.

H. Request for Abeyance

Any applicant who wishes to have an application held in abeyance following the notice and posting of the agenda of the Planning Commission or the City Council shall state good cause for the request. Good cause shall be more than mere inconvenience to the applicant or lack of preparation.

I. Planning Commission Public Hearing and Action

- 1. **Hearing.** The Planning Commission shall hold a public hearing when considering any application for rezoning of property.
- 2. **Notice**
 - a. **Notice Provided.** Notice of the time, place and purpose of the hearing must be given at least 10 days before the hearing by:
 - i. Publishing the notice in a newspaper of general circulation within the City;
 - ii. Mailing a copy of the notice to:
 - A) The applicant;
 - B) Each owner of real property located within a minimum of one thousand feet of the property described in the application;

- b. **Names Provided.** The Department shall provide, at the request of the applicant, the name and address of any person notified pursuant to Subparagraph (a)(ii)(F) above.
- c. **Additional Notice.** The Department may give additional notice of the hearing by expanding the area of notification or using other means of notification or both. The Department shall endeavor to provide any additional notice at least 10 days before the date of the hearing.
- d. **Signs.** Notification signs shall be posted in conformance with LVMC 19.16.010 (D).

3. Planning Commission Decision

Following the public hearing or hearings, the Planning Commission shall make its recommendations concerning the application for rezoning. The recommendation may be for approval or denial. In considering whether to recommend approval or denial of an application, the Planning Commission may, when it appears necessary or expedient, consider recommending:

- a. The approval of a more restrictive zoning classification than that set forth in the application; or
- b. That fewer than all parcels described in the application be rezoned to either the zoning



classification requested in the application or a more restrictive classification, but only if such parcels are distinct legal parcels.

4. Notice of Planning Commission Decision

Following the date of the Planning Commission decision, a report of its findings and decision shall be forwarded to the City Council. The report shall recite, among other things, the facts and reasons which, in the opinion of the Commission, make the approval or the denial of the rezoning necessary or appropriate to carry out the provisions and general purposes of this Title. Written notice of the decision shall be provided to the applicant, agent, or both.

J. Burden of Proof

The applicant bears the burden of proof to establish that the approval of the rezoning is warranted.

K. City Council Public Hearing and Action

1. Notice and Hearing. The City Council shall consider the proposed rezoning and the recommendation of the Planning Commission at the next available meeting following the receipt of the recommendation. The City Clerk shall mail written notice of the Council hearing, at least ten days before the hearing, to the property owners who were notified by mail of the Planning Commission hearing, or to the current owners of record in the case of properties whose ownership has changed in the interim.

2. City Council Decision

a. Decision. The City Council may approve or deny an application for a rezoning. In considering whether to approve or deny an application, the City Council may consider:

- i. The rezoning of the property to a more restrictive zoning classification than that set forth in the application; or
- ii. The rezoning of fewer than all parcels described in the application to either the zoning classification requested in the application or a more restrictive classification, but only if such parcels are distinct legal parcels.

b. Change to More Restrictive Zoning. If, at the public hearing, the applicant proposes amending the rezoning application to a more restrictive zoning classification, the City

Council may act on the request or refer the application back to the Planning Commission for consideration.

c. Significant Changes to Application. If the applicant proposes significant changes to the application during the hearing, or if new information is presented that significantly changes the nature and scope of the application, the request should be referred back to the Planning Commission for consideration.

3. Notice of City Council Decision. Following the hearing on a proposed rezoning, the City Council shall reach a decision concerning the proposal. The decision shall include the reasons for the decision. Written notice of the decision shall be provided to the applicant or his agent, or both. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date that notice of the decision is filed with the City Clerk.

L. Rezoning Determinations—Approval

In order to approve a proposed rezoning, the Planning Commission or City Council must determine that:

1. The proposal conforms to the General Plan.
2. The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.
3. Growth and development factors in the community indicate the need for or appropriateness of the rezoning.
4. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.

M. Rezoning Determinations—Denial or Limited Approval

In order to: (1) Deny a proposed rezoning which conforms to the General Plan as to use or is within the range of density allowable under the General Plan; or (2) Over the applicant's objection, approve the application for a lesser density or for a more restrictive zoning classification than requested, the Planning Commission or City Council must determine that the proposed rezoning is inconsistent with other elements of the General Plan or is incompatible with the surrounding development in the area.



N. Site Development Plan

The Planning Commission and the City Council may, as a part of an approval motion, reserve the right to review any subsequent Site Development Plan for the site.

O. Authorization to Proceed

Approval of a rezoning application by the City Council constitutes a declaration of intent to amend the Official Zoning Map Atlas of the City to reflect the zoning district approved for the property. Such approval authorizes the applicant to proceed with the process to develop and/or use the property in accordance with the development and design standards and procedures of all City departments and in conformance with all requirements and provisions of the City of Las Vegas Municipal Code.

P. Procedures Governing Rezoning Approvals Granted Before July 1, 2007

- 1. Resolution of Intent.** Before the City Council adopts an ordinance to effectuate a rezoning, the Council may adopt a Resolution of Intent to reflect the Council's approval of the rezoning. Such a Resolution of Intent is binding upon the City Council in accordance with its terms and shall have a time limit not to exceed two years.
- 2. Finalizing Rezoning by Ordinance.** The final step in the rezoning process, whether or not rezoning approval is by means of a Resolution of Intent, is the adoption of a rezoning ordinance in which the zoning classification of one or more parcels is formalized.
- 3. Changes.** No substantial change may be made to a development or to the rezoning approval which authorized that development without the approval of the City Council. This approval requirement applies to the rezoned parcel both before and after the adoption of an ordinance rezoning that parcel.
- 4. Termination of Rezoning Approvals Subject to a Resolution of Intent**
 - a. Approvals Not Subject to Time Limit.** If development does not occur in a timely manner or if conditions in the area change subsequent to the original approval of a rezoning that is not subject to a time limit, the City Council may schedule a hearing to reconsider the Resolution of Intent. At such time, the Council may rescind the Resolution of Intent or may change the conditions of approval. In addition, if such a rezoning approval no longer conforms to the use and density classification of the

General Plan, the City may notify the property owner that the rezoning must be exercised within one year. Thereafter, the approval shall be treated as an approval subject to a time limit in accordance with Subparagraph (b) below.

- b. Approvals Subject to Time Limit.** Except as otherwise provided in Paragraph (5) below, a rezoning approval which is not exercised within the time limit established for or by the Resolution of Intent shall be void.

- c. Methods for Exercising Rezoning Approvals.** For purposes of this Paragraph (4), a rezoning approval is exercised as follows:

- i.** For applications that require the creation of a residential subdivision, upon the recordation of a final subdivision map;
- ii.** For applications that require the construction of one or more new structures, but do not require the creation of a residential subdivision map, upon the issuance of a building permit for the new construction;
- iii.** For all other applications, upon the issuance of a certification of occupancy or approval of a final inspection, whichever is applicable.

- 5. Extension of Time-General Requirements.** If the approval of a Resolution of Intent is subject to a time limit, the approval expires at the end of that time limit unless the City Council extends the approval period. Extension of an approval period may be granted only if:

- a.** Application therefore is made prior to the expiration of the time limit;
- b.** The applicant demonstrates good cause; and
- c.** The applicant conforms to the additional requirements set forth in Paragraph (6) below.

- 6. Extensions of Time-Additional Requirements.** If a time-limited zoning approval that is sought to be extended continues to conform to the use and density classifications of the General Plan, the applicant must demonstrate that the rezoning remains consistent with the surrounding area and the pattern of development in the area. If the rezoning sought to be extended no longer conforms to the use and density classifications of the General Plan, the extension of time, if granted,



shall be limited to a one-year period. If, within that period, the zoning approval is not exercised by means of the recordation of a final subdivision map or by the commencement of actual construction, the approval terminates.

**Q. Procedures Governing Rezoning Approvals
Granted On or After July 1, 2007**

The approval of a rezoning application shall be formalized by the subsequent adoption of an ordinance in which the rezoning of one or more parcels is reflected. No substantial change may be made to a development or to the rezoning approval which authorized that development without the approval of the City Council.



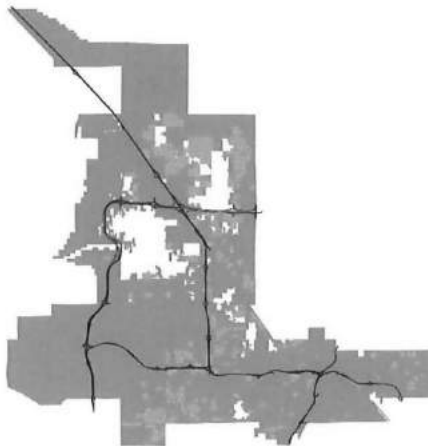
Exhibit 168

19.10.050 R-PD Residential Planned Development District

A. Intent of R-PD District

The R-PD District has been to provide for flexibility and innovation in residential development, with emphasis on enhanced residential amenities, efficient utilization of open space, the separation of pedestrian and vehicular traffic, and homogeneity of land use patterns. Historically, the R-PD District has represented an exercise of the City Council's general zoning power as set forth in NRS Chapter 278. The density allowed in the R-PD District has been reflected by a numerical designation for that district. (Example: R-PD4 allows up to four units per gross acre.) However, the types of development permitted within the R-PD District can be more consistently achieved using the standard residential districts, which provide a more predictable form of development while remaining sufficiently flexible to accommodate innovative residential development. Therefore, new development under the R-PD District is not favored and will not be available under this Code.

Figure 1 - Residential Planned Development District Map



B. Development Standards

1. The development standards for a project, including minimum front, side and rear yard setbacks, grade changes, maximum building heights, maximum fence heights and fence design, parking standards, standards for any guest houses/casitas and other design and development criteria, shall be as established by the approved Site Development Plan Review for the development.

Map is representative of where the R-PD District is located.

See the Official Zoning Map Atlas for the exact location of property currently zoned as R-PD (Residential Planned Development) District.

2. With regard to any issue of development standards that may arise in connection with a Residential Planned Development District and that is not addressed or provided for specifically in this Section or in the approved Site Development Plan Review for that District, the Director may apply by analogy the general definitions, principles, standards and procedures set forth in this Title, taking into consideration the intent of the approved Site Development Plan Review.
 - a. Signage. As this Paragraph (2) applies to standards for signage:
 - i. Single and Two-Family residential developments within a R-PD District shall be analogous to those standards indicated in LVMC 19.06.140 for the R-1 District; and
 - ii. Multi-family residential developments within a R-PD District shall be analogous to those standards indicated in LVMC 19.06.140 for the R-3 District.

C. Permitted Land Uses

1. Single-family and multi-family residential and supporting uses are permitted in the R-PD District to the extent they are determined by the Director to be consistent with the density approved for the District and are compatible with surrounding uses. In addition, the following uses are permitted as indicated:
 - a. Home Occupations for which proper approvals have been secured.
 - b. Child Care-Family Home and Child Care-Group Home, to the extent the Director determines that such uses would be permitted in the equivalent standard residential district.
2. For any use which, pursuant to this Subsection, is deemed to be permitted within the R-PD District, the Director may apply the development standards and procedures which would apply to that use if it were located in the equivalent standard residential district.
3. For purposes of this Subsection, the "equivalent standard residential district" means a residential district listed in the Land Use Tables which, in the Director's judgment, represents the (or a) district which is most comparable to the R-PD District in question, in terms of density and development type.

D. Plan Amendment Approvals, Conditions, Conformance

Amendments to an approved Site Development Plan Review shall be reviewed and approved pursuant to LVMC 19.16.100(H). The approving body may attach to the amendment to an approved Site Development Plan Review whatever conditions are deemed necessary to ensure the proper amenities and to assure that the proposed development will be compatible with surrounding existing and proposed land uses.

Exhibit 169

Permitted Use. Any use allowed in a zoning district as a matter of right if it is conducted in accordance with the restrictions applicable to that district. Permitted uses are designated in the Land Use Table by the letter "P".

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Exhibit 170

19.12.010 Land Use Tables

- A. Buildings, structures and land shall be used in accordance with the uses permitted in the following Land Use Tables, subject to all other applicable requirements of this Title.
- B. Uses that are listed in Table 2 are provided with a description, applicable conditions and requirements in LVMC 19.12.070.
- C. Buildings, structures and land within Form-Based zoning districts shall be used in accordance with the uses permitted in LVMC 19.09.050.

Table 1 - Interpretation of Land Use Tables 19.12.010(B)	
Symbol	Meaning
P	The use is permitted as a principal use in that zoning district by right.
A	The use is permitted as an accessory use to a main use in the district. This does not exclude other land uses which are generally considered accessory to the primary use.
C	The use is permitted, but only in accordance with the conditions specified in LVMC 19.12.070 for conditional uses.
S	The principal use is permitted in that zoning district only after first obtaining a Special Use Permit (SUP) as set forth in LVMC 19.16.110. Base standards may apply to an SUP approval, as specified in LVMC 19.12.070.
H	The use is permitted by means of a Home Occupation Permit.
T	The use is permitted by means of a Temporary Commercial Permit in accordance with LVMC 19.16.160.
	A blank square shall mean that the use is not allowed in that zoning district.

Table 2 - Permitted Use 19.12.010(B)																		
Click Title for additional information	U	R-E	R-D	R-1	R-SL	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-D	C-1	C-2	C-PB	C-M
Accessory Structure (Class I)	S	S	S	S														
Accessory Structure (Class II)	C	C	C	C	C	C	C	C	C	C	C							
Airport, Heliport or Landing Field																	P	P
Animal Hospital, Clinic, or Shelter (with no Outside Pens)													C	S	C	P	P	P
Animal Hospital, Clinic, or Shelter (with Outside Pens)	S	S													S	P		P
Animal Keeping & Husbandry (Ord. 6613 §2, 03/21/18)	C	C	C	C							C						C	C
Asphalt or Concrete Batch Plant																		P
Assisted Living Apartments								P	P	P					S	S		
Auction House																S	C	C
Auto Broker															C	C	C	C
Auto Dealer Inventory Storage															S	C		P
Auto Parts (Accessory Installation)															C	P		P
Auto Parts (New & Rebuilt)															S	C		P
Click Title for additional information	U	R-E	R-D	R-1	R-SL	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-D	C-1	C-2	C-PB	C-M
Auto Repair Garage, Major																C		C
Auto Repair Garage, Minor															S	C		C
Auto Sales Showroom															S	P	S	P
Auto Smog Check															C	C		C
Auto Title Loan													S	S	S	S		C
Automobile Rental															S	C		C
Automobile Repossession Agency															C	C		C
Bailbond Service															S	S		P

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Table 2 - Permitted Use 19.12.010(B)																				
Private Club, Lodge or Fraternal Organization														S		P	P	S	P	P
Private Street	C	C	C	C	C	C	C	C	C	C	C	C								
Public or Private School, Primary	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Public or Private School, Secondary	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Public Park or Playground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Radio, TV or Microwave Communication Tower														S	S	S	S	S	S	P
Rail/Transit Yard or Shop																				P
Recreational Vehicle and Boat Storage																S	C		C	C
Recycling Collection Center																			C	C
Rental Store																P	P	P	P	P
Rescue Mission or Shelter for the Homeless																	S		S	S
Restaurant (Ord. 6222 §3, 10/17/12)														C	P	P	P	P	P	P
Restaurant with Alcohol														S	S	S	S	S	S	S
Restaurant with Service Bar														C	S	C	C	C	C	C
Salvage or Reclamation of Products (Indoor)																		S	P	P
Salvage or Reclamation of Products (Outdoor)																				C
Satellite Dish	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Seasonal Outdoor Sales													T		T	T	T	T	T	T
Secondhand Dealer																C	C	S	C	C
Click Title for additional Information	U	R-E	R-D	R-1	R-SL	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-D	C-1	C-2	C-PB	C-M		M
Senior Citizen Apartments									P	P						C				
Sex Offender Counseling Facility																S	S		C	C
Sexually Oriented Business (Ord. 6593 §2, 08/16/17)																			C	C
Shopping Center																P	P		P	P
Short-Term Residential Rental (Ord. 6585 §11, 06/21/17)	C	C	C	C	C	C	C	C	C	C		C	C		C	C	C			
Single Family, Attached							P	P	P	P										
Single Family, Detached	P	P	P	P	P	P	P	P	P	P	P									
Single Family, Zero Lot Line					C	C														
Single Room Occupancy Residence																S		P		
Slaughtering and Processing of Live Poultry															S	S		S	P	
Small Wind Energy System		C	C	C				C	C	C		C	C		C	C	C	C	C	C
Social Event with Alcoholic Beverage Sales												S	S	S	S	S	S	S	S	S
Social Service Provider													S	S	C	C	S	C	C	
Social Use Venue (Ord. 6684 §4, 05/01/19)															S	S		S	S	
Solar Panel	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sound Stage															S	S	P	P	P	
Swap Meet															S	S		C	C	

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Exhibit 171

19.06.100 R-2 Medium-Low Density Residential District

The purpose of the R-2 District is to establish lots primarily for medium to low density single family detached units and duplex units. The R-2 District is consistent with the policies of the Medium-Low Density and Medium-Low Attached Residential categories of the General Plan.

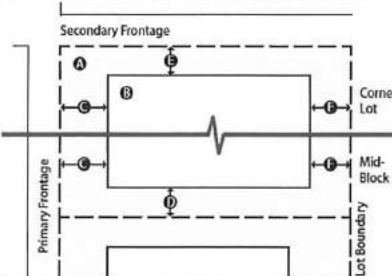
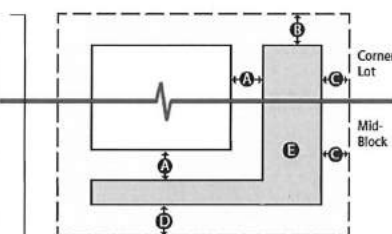
Table 1 - BUILDING PLACEMENT (see Figure 1)			Figure 1 - Building Placement	
A.	Minimum Lot Size Minimum Lot Width	6,500 square feet NA		
B.	Max. Lot Coverage Dwelling Units per Acre ²	NA 6-12 ¹		
C.	Minimum Front Yard Setback	20 feet		
D.	Minimum Side Yard Setback	5 feet		
E.	Minimum Corner Side Yard Setback	5 feet		
F.	Minimum Rear Yard Setback	20 feet		
G.	Minimum Distance Between Buildings	10 feet		
Footnotes:				
1. Maximum dwelling units per acre (DUA) is determined by the underlying General Plan Designation and may not exceed the density permitted under said designation. 2. Corrects a publishing error in Table 1 which indicated Units per Lot. (4/16/2020)				

Table 2 - ACCESSORY STRUCTURES (see Figure 2)		
A.	Separation from Main Bldg.	6 feet
B.	Minimum Corner Side Yard Setback	5 feet
C.	Minimum Rear Yard Setback	3 feet
D.	Minimum Side Yard Setback	3 feet
E.	Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit ¹

Figure 2 - Accessory Structures



The diagram illustrates a lot layout with a main building footprint (white) and an accessory structure footprint (gray). The lot is bounded by a dashed line. The main building footprint is L-shaped, with a horizontal section on the left and a vertical section on the right. The accessory structure footprint is a rectangular building attached to the right side of the main building's vertical section. The lot is divided into a Primary Frontage (left) and a Secondary Frontage (right) by a vertical line. The lot is also labeled as a Corner Lot (top right) and Mid-Block (bottom right). The diagram shows setbacks A, B, C, D, and E. Setback A is the separation from the main building. Setback B is the minimum corner side yard setback. Setback C is the minimum rear yard setback. Setback D is the minimum side yard setback. Setback E is the size and coverage of the accessory structure.

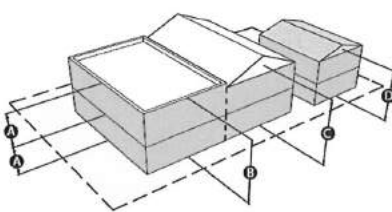
Footnotes:

1. The aggregate total of the ground floor areas of all accessory buildings shall not cover more than 50 percent of the rear yard area.

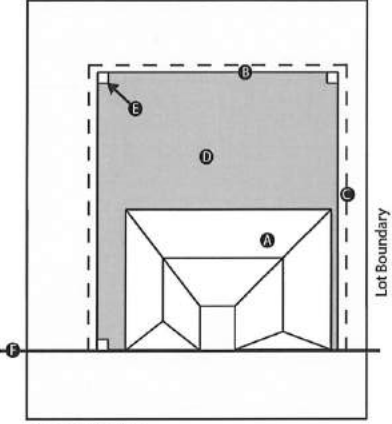
(Ord. 6229 §2, 12/19/12)

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Table 3 - BUILDING HEIGHT (see Figure 3)		Figure 3 - Building Height
A. Stories	2 max	
B. Flat Roof - Max. Height	35 feet measured to the top of the roof coping	
C. Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof	
D. Accessory Bldg. - Stories	Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less	

(Ord. 6229 §3, 12/19/12)

Table 4 - Patio Cover (see Figure 4)		Figure 4 - Patio Cover
A. Principal Dwelling Unit		
B. Patio Cover Setback to Post	5 feet - Rear 5 feet - Side 5 feet - Corner Side	
C. Patio Cover Overhang	May overhang 2 feet beyond the patio cover setback to post requirement	
D. Patio Cover	Buildable Envelope	
E. Patio Cover Support Columns	Must be located within the required Setbacks	
F. Front Yard Setback	Patio Cover may not extend into the required front yard setback area for the principal dwelling unit, with the exception of an overhang not to exceed 2 feet	

(Ord. 6652 §8, 11/07/18)

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Table 5 - Landscape Buffers and Turf Limitations (see Figure 5)			Figure 5 - Landscape Buffer and Turf Limitations / Single Family (Attached or Detached) Parking	
A.	Landscape Buffer - Minimum Zone Depths ¹	6 feet - Adjacent to Right-of-Way ² 0 feet - Interior Lot Lines		
B.	Primary Dwelling			
C.	Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts		
D.	Front Yard Area - Turf Coverage	0%		
E.	Front Yard Setback Line			
Footnotes: 1. Nonresidential development shall have a minimum landscape buffer width of 15 feet adjacent to a right-of-way and eight feet along interior lot lines. 2. Only applies to single family developments with five or more lots.				
Table 6 – Parking (see Figure 5)				
F.	Minimum On-site Parking Requirement ¹ - Single Family Residential	2 unimpeded spaces per dwelling unit		
Footnotes: 1. For any use approved for this district other than Single Family Residential (Attached or Detached) the On-site Parking Requirements shall be as outlined in LVMC 19.12.060 for that use and shall meet the parking area design standards as outlined in LVMC 19.08.110.				

Table 7 - Fences And Walls		
Front Yard Wall/Fence (see Figure 6)		
A.	Maximum primary wall height	5 feet
B.	Maximum solid wall base height	2 feet
C.	Maximum Ornament height above wall	18 inches
D.	Maximum on-center distance between Pilasters	24 feet
E.	Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback ¹		
F.	Maximum secondary wall height	2 feet
G.	Minimum spacing between wall sections - Outside Dimensions	5 feet

Figure 6 - Front Yard Wall/Fence with Standard Stepback	

Footnotes:

1. Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 6).

Table 8 - Perimeter and Retaining Walls (see Figure 7)		
Perimeter and Retaining Walls with Slope $\leq 2\%$		
A.	Maximum Wall Height	10 feet
B.	Maximum Perimeter Wall Height	6 - 8 feet
C.	Maximum Retaining Wall Height	4 feet
D.	Maximum Ornament Height above wall	18 inches
E.	Contrasting Material	20%
Perimeter and Retaining Walls with Slope $> 2\%$		
A.	Maximum Wall Height	12 feet
B.	Maximum Perimeter Wall Height	6 - 8 feet
C.	Maximum Retaining Wall Height	6 feet
D.	Maximum Ornament Height above wall	18 inches
E.	Contrasting Material	20%

Figure 7 - Retaining and Perimeter Wall

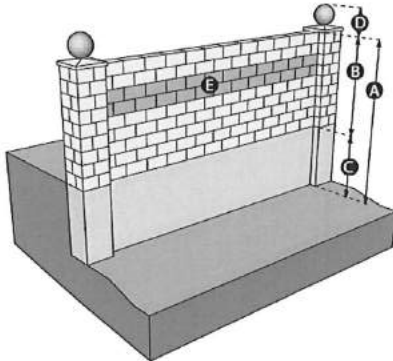
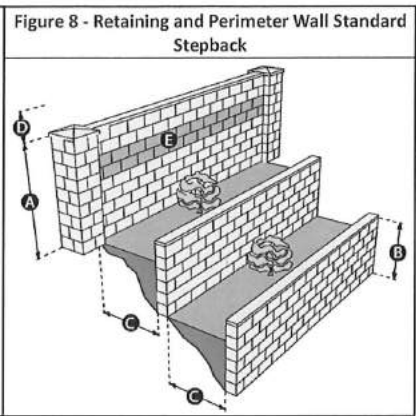


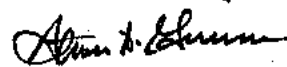
Table 9 - Perimeter and Retaining Walls Standard Stepback (see Figure 8)		
A.	Maximum Primary wall Height	6 - 8 feet
B.	Maximum Secondary wall Height	4 feet
C.	Minimum spacing between wall sections	5 feet
D.	Maximum Ornament Height	18 inches
E.	Contrasting Material	20%



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Exhibit 172



CLERK OF THE COURT

1 FFCL

2 DISTRICT COURT

3 CLARK COUNTY, NEVADA

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

7 Plaintiffs,

8 v.

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

22 Defendants.

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

**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 NRCP 12(b)(5) MOTION
TO DISMISS PLAINTIFFS' AMENDED
COMPLAINT**

Hearing Date: November 1, 2016
Hearing Time: 8:00 a.m.

Courtroom 11B

23 This matter coming on for Hearing on the 2nd day of November, 2016 on Defendants
24 Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres LLC, EHB Companies LLC, Yohan Lowie,
25 Vickie Dehart and Frank Pankratz's NRCP 12(B)(5) Motion To Dismiss Plaintiffs' Amended
26 Complaint, James J. Jimmerson of the Jimmerson Law Firm, P.C. appeared on behalf of
27 Defendants, Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres LLC, Yohan Lowie, Vickie
28 DeHart and Frank Pankratz; Stephen R. Hackett of Sklar Williams, PLLC and Todd D. Davis of

1 EHB Companies LLC, appeared on behalf of Defendant EHB Companies LLC; and Robert N.
2 Peccole of Peccole & Peccole, Ltd. appeared on behalf of the Plaintiffs.

3 The Court, having fully considered the Motion, the Plaintiffs' Oppositions thereto, the
4 Defendants' Replies, and all other papers and pleadings on file herein, including each party's
5 Supplemental filings following oral argument, as permitted by the Court, hearing oral argument,
6 and good cause appearing, issues the following Findings of Fact, Conclusions of Law and
7 Judgment:

8 **FINDINGS OF FACT**

9 **Complaint and Amended Complaint**

10 1. Plaintiffs initially filed a Complaint in this matter on July 7, 2016 which raised
11 three Claims for Relief against all Defendants: 1) Declaratory and Injunctive Relief; 2) Breach
12 of Contract and 3) Fraud.

13 2. On August 4, 2016, before any of the Defendants had filed a responsive pleading
14 to the original Complaint, Plaintiffs filed their Amended Complaint which alleged the following
15 Claims for Relief against all Defendants: 1) Injunctive Relief; 2) Violations of Plaintiffs' Vested
16 Rights and 3) Fraud.

17 3. Plaintiffs Robert and Nancy Peccole are residents of the Queensridge common
18 interest community ("Queensridge CIC"), as defined in NRS 116, and owners of the property
19 identified as APN 138-31-215-013, commonly known as 9740 Verlaine Court, Las Vegas,
20 Nevada ("Residence"). (Amended Complaint, Par. 2).

21 4. At the time of filing of the Complaint and Amended Complaint, the Residence
22 was owned by the Robert N. and Nancy A. Peccole Family Trust ("Peccole Trust"). The
23 Peccole Trust acquired title to the Residence on August 28, 2013 from Plaintiff's Robert and
24 Nancy Peccole, as individuals, and transferred ownership of the residence to Plaintiff's Robert
25 N. and Nancy A. Peccole on September 12, 2016.

26 5. Plaintiff's Robert and Nancy Peccole, as Trustees of the Peccole Trust, have no
27 ownership interest in the Residence and therefor have no standing in this action.
28

1 6. Plaintiff's Robert N. and Nancy A. Peccole, as individuals, acquired their
2 present ownership interest in the Residence on September 12, 2016 and therefore had full
3 knowledge of the plans to develop the land upon which the Badlands Golf Course is presently
4 operated at the time they acquired the Residence.

5 7. Plaintiffs' Amended Complaint alleges that the City of Las Vegas, along with
6 Defendants Fore Stars Ltd., Yohan Lowie, Vickie DeHart and Frank Pankratz, openly sought to
7 circumvent the requirements of state law, the City Code and Plaintiffs' alleged vested rights,
8 which they allegedly gained under their Purchase Agreement, by applying to the City for
9 redevelopment, rezoning and by interfering with and allegedly violating the drainage system in
10 order to deprive Plaintiffs and other Queensridge homeowners from notice and an opportunity to
11 be heard and to protect their vested rights under the Master Declaration of Covenants,
12 Conditions, Restrictions and Easements for Queensridge (hereinafter "Master Declaration" or
13 "Queensridge Master Declaration")(See Amended Complaint, Par. 1).

14 8. Plaintiffs allege that Defendant Fore Stars Ltd. convinced the City of Las Vegas
15 Planning Department to put a Staff sponsored proposed amendment to the City of Las Vegas
16 Master Plan on the September 8, 2015 Planning Commission Agenda. The Amended Complaint
17 alleges that the proposed Amendment would have allowed Fore Stars Ltd. to exceed the density
18 cap of 8 units per acre on the Badlands Golf Course located in the Queensridge Master Planned
19 Community. (Amended Complaint, Par. 44).

20 9. Plaintiffs allege that Defendant Fore Stars Ltd., recorded a Parcel Map relative to
21 the Badlands Golf Course property without public notification and process required by NRS
22 278.320 to 278.4725. Plaintiffs further allege that the requirements of NRS 278.4925 and City
23 of Las Vegas Unified Development Code 19.16.070 were not met when the City Planning
24 Director certified the Parcel Map and allowed it to be recorded by Fore Stars, Ltd. and that the
25 City of Las Vegas should have known that it was unlawfully recorded. (Amended Complaint,
26 Par. 51, 61 and 62).

1 10. Plaintiffs allege in their First Claim for Relief that they are entitled to Injunctive
2 Relief against the Developer Defendants and City of Las Vegas enjoining them from taking any
3 action that violates the provisions of the Master Declaration.

4 11. Plaintiffs allege in their Second Claim for Relief that Developer Defendants have
5 violated their "vested rights" as allegedly afforded to them in the Master Declaration.

6 12. Plaintiffs allege the following. "Specific Acts of Fraud" committed by some or
7 all of the Defendants in this case:

- 8 1. Implied representations by Peccole Nevada Corporation, Larry Miller, Bruce
9 Bayne and Greg Goorjian. (Amended Complaint, ¶ 76).
- 10 2. A "scheme" by Defendants Peccole Nevada Corporation, Larry Miller, Bruce
11 Bayne, all of the entities listed in Paragraph 34 as members of Fore Stars, Ltd, and
12 Yohan Lowie, Vickie DeHart, Frank Pankratz and EHB Companies LLC in
13 collusion with each other whereby Fore Stars, Ltd would be sold to Lowie and his
14 partners and they in turn would clandestinely apply to the City of Las Vegas to
15 eliminate Badlands Golf Course and replace it with residential development
16 including high density apartments. (Amended Complaint, ¶ 77).
- 17 3. The City of Las Vegas, through its Planning Department and members joined in
18 the scheme contrived by the Defendants and participated in the collusion by
19 approving and allowing Fore Stars to illegally record a Merger and Resubdivision
20 Parcel Map and accepting an illegal application designed to change drainage
21 system and subdivide and rezone the Badlands Golf Course. (Amended
22 Complaint, ¶ 78).
- 23 4. That Yohan Lowie and his agents publicly represented that the Badlands Golf
24 Course was losing money and used this as an excuse to redevelop the entire
25 course. (Amended Complaint, ¶ 79).
- 26 5. That Yohan Lowie publically represented that he paid \$30,000,000 for Fore Stars
27 of his own personal money when he really paid \$15,000,000 and borrowed
28 \$15,800,000. (Amended Complaint, ¶ 80).
- 29 6. Lowie's land use representatives and attorneys have made public claims that the
30 golf course is zoned R-PD7 and if the City doesn't grant this zoning, it will result
31 in an inverse condemnation. (Amended Complaint, ¶ 81).

32 **Plaintiffs' Motions for Preliminary Injunction against the City of Las Vegas and against**
33 **the Developer Defendants and Orders Denying Plaintiffs' Motions for Rehearing, for Stay**
34 **on Appeal and Notice of Appeal.**

1 13. On August 8, 2016, Plaintiffs filed a Motion for Preliminary Injunction seeking
2 to enjoin the City of Las Vegas from entertaining or acting upon agenda items presently before
3 the City Planning Commission that allegedly violated Plaintiffs' vested rights as home owners in
4 the Queensridge common interest community.

5 14. The Court denied Plaintiffs' Motion for Preliminary Injunction in an Order
6 entered on September 30, 2016 because Plaintiffs failed to demonstrate that permitting the City
7 of Las Vegas Planning Commission (or the Las Vegas City Council) to proceed with its
8 consideration of the Applications constitutes irreparable harm to Plaintiffs that would compel
9 the Court to grant Plaintiffs the requested injunctive relief in contravention of the Nevada
10 Supreme Court's holding in *Eagle Thrifty Drugs & Market v. Hunter Lake Parent Teachers*
11 *Ass'n*, 85 Nev. 162, 165, 451 P.2d 713, 714 (1969).

12 15. On September 28, 2016—the day after their Motion for Preliminary Injunction
13 directed at the City of Las Vegas was denied—Plaintiffs filed a virtually identical Motion for
14 Preliminary Injunction, but directed it at Defendants Fore Stars Ltd., Seventy Acres LLC, 180
15 Land Co LLC, EHB Companies LLC, Yohan Lowie, Vickie DeHart and Frank Pankratz
16 (hereinafter "Developer Defendants").

17 16. On October 5, 2016, Plaintiffs improperly filed a Motion for Rehearing of
18 Plaintiffs' Motion for Preliminary Injunction.¹

19 17. On October 12, 2016, Plaintiffs filed a Motion for Stay Pending Appeal in
20 relation to the Order Denying their Motion for Preliminary Injunction against the City of Las
21 Vegas.

22 18. On October 17, 2016, the Court, through Minute Order, denied the Plaintiffs'
23 Motion for Rehearing, Motion for Stay Pending Appeal and Motion for Preliminary Injunction.
24

25
26 ¹ The Motion was procedurally improper because Plaintiffs are required to seek leave of Court prior to filing a
27 Motion for Rehearing pursuant to EDCR 2.24(a) and Plaintiffs failed to do so. On October 10, 2016, the Court
28 issued an Order vacating the erroneously-set hearing on Plaintiffs Motion for Rehearing, converting Plaintiffs
Motion to a Motion for Leave of Court to File Motion for Rehearing and setting same for In chambers hearing on
October 17, 2016.

1 against Developer Defendants. Formal Orders were subsequently entered by the Court
2 thereafter on October 19, 2016, October 19, 2016 and October 31, 2016, respectively.

3 19. The Court denied Plaintiffs' Motion for Rehearing of the Motion for Preliminary
4 Injunction because Plaintiffs could not show irreparable harm, because they possess
5 administrative remedies before the City Planning Commission and City Council pursuant to
6 NRS 278.3195, UDC 19.00.080(N) and NRS 278.0235, and because Plaintiffs failed to show a
7 reasonable likelihood of success on the merits at the September 27, 2016 hearing and failed to
8 allege any change of circumstances since that time that would show a reasonable likelihood of
9 success as of October 17, 2016.

10 20. The Court denied Plaintiffs' Motion for Stay Pending Appeal on the Order
11 Denying Plaintiffs' Motion for Preliminary Injunction against the City of Las Vegas because
12 Plaintiffs failed to satisfy the requirements of NRAP 8 and NRCP 62(c). Plaintiffs failed to
13 show that the object of their potential writ petition will be defeated if their stay is denied, they
14 failed to show that they would suffer irreparable harm or serious injury if the stay is not issued
15 and they failed to show a likelihood of success on the merits.

16 21. The Court denied Plaintiffs' Motion for Preliminary Injunction against Developer
17 Defendants because Plaintiffs failed to meet their burden of proof that they have suffered
18 irreparable harm for which compensatory damages are an inadequate remedy and failed to show
19 a reasonable likelihood of success on the merits. The Court also based its denial on the fact that
20 Nevada law does not permit a litigant from seeking to enjoin the Applicant as a means of
21 avoiding well-established prohibitions and/or limitations against interfering with or seeking
22 advanced restraint against an administrative body's exercise of legislative power:

23
24 In Nevada, it is established that equity cannot directly interfere with, or in advance
25 restrain, the discretion of an administrative body's exercise of legislative power.
26 [Citation omitted] This means that a court could not enjoin the City of Reno from
27 entertaining Eagle Thrifty's request to review the planning commission
28 recommendation. *This established principle may not be avoided by the expedient
of directing the injunction to the applicant instead of the City Council.*

Eagle Thrifty Drugs & Market v. Hunter Lake Parent Teachers Ass'n, 85 Nev. 162, 165,
451 P.2d 713, 714 (1969) (emphasis added).

1 22. On October 21, 2016, Plaintiffs filed a Notice of Appeal on the Order Denying
2 their Motion for Preliminary Injunction against the City of Las Vegas. Subsequently, on
3 October 24, 2016, Plaintiffs filed a Motion for Stay in the Supreme Court. On November 10,
4 2016, the Nevada Supreme Court dismissed Plaintiffs' Appeal, and the Motion for Stay was
5 therefore denied as moot.

6 **Defendants' Motion to Dismiss**

7 23. Defendants Fore Stars, Ltd., 180 Land Co., LLC, Seventy Acres LLC, EHB
8 Companies, LLC, Yohan Lowie, Vickie Dehart and Frank Pankratz filed a Motion to Dismiss
9 Amended Complaint on September 6, 2016.

10 24. The Amended Complaint makes several allegations against the Developer
11 Defendants:

- 12 1) that they improperly obtained and unlawfully recorded a parcel map merging and
13 re-subdividing three lots which comprise the Badlands Golf Course land;
- 14 2) that, with the assistance of the City Planning Director, they did not follow
15 procedures for a tentative map in the creation of the parcel map,;
- 16 3) that the City accepted unlawful Applications from the Developer Defendants for
17 a general plan amendment, zone change and site development review and
18 scheduled a hearing before the Planning Commission on the Applications;
- 19 4) that they have violated Plaintiffs' "vested rights" by filing Applications to
20 rezone, develop and construct residential units on their land in violation of the
21 Master Declaration and by attempting to change the drainage system; and
- 22 5) that Developer Defendants have committed acts of fraud against Plaintiffs.

23 25. The Developer Defendants contended that they properly followed procedures for
24 approval of a parcel map because the map involved the merger and re-subdividing of only three
25 parcels and that Plaintiffs' arguments about tentative maps only apply to transactions involving
26 five or more parcels, whereas parcel maps are used for merger and re-subdividing of four or
27

1 fewer parcels of land. *See* NRS 278.461(1)(a)("[a] person who proposed to divide any land for
2 transfer or development into four lots or less... [p]repare a parcel map...").

3 26. The Developer Defendants further argued that Plaintiffs erroneously represent
4 that a parcel map is subject to same requirements as a tentative map or final map of NRS
5 278.4925. Tentative maps are used for larger parcels and subdivisions of land and subdivisions
6 of land require "five or more lots." NRS 278.320(1).

7 27. The Developer Defendants argued that Plaintiffs have not pursued their appeal
8 remedies under UDC 19.16.040(T) and have failed to exhaust their administrative remedies.
9 The City similarly notes that they seek direct judicial challenge without exhausting their
10 administrative remedies and this is fatal to their claims regarding the parcel map in this case.
11 *See Benson v. State Engineer*, 131 Nev. ___, 358 P.3d 221, 224 (2015) and *Allstate Insurance*
12 *Co. v. Thorpe*, 123 Nev. 565, 571, 170 P.3d 989, 993-94 (2007).

13 28. The Developer Defendants also argued that Plaintiffs have failed to exhaust their
14 administrative remedies prior to seeking judicial review. The Amended Complaint notes that
15 the Defendants' Applications are scheduled for a public hearing before the City Planning
16 Commission and thereafter, before the City of Las Vegas City Council. The Planning
17 Commission Staff had recommended approval of all seven (7) applications. *See* Defendants'
18 Supplemental Exhibit H, filed November 2, 2016. The Applications were heard by the City
19 Planning Commission at its Meeting of October 18, 2016. The Planning Commission's action
20 and decisions on the Applications are subject to review by the Las Vegas City Council at its
21 upcoming November 16, 2016 Meeting under UDC 19.16.030(H), 19.16.090(K) and
22 19.16.100(G). It is only after a final decision of the City Council that Plaintiffs would be
23 entitled to seek judicial review in the District Court pursuant to NRS 278.3195(4).

24 29. The Developer Defendants argued that Plaintiffs do not have the "vested rights"
25 that they claim are being violated in their Second Claim for Relief because the Badlands Golf
26 Course land that was not annexed into Queensridge CIC, as required by the Master Declaration
27
28

1 and NRS 116, is unburdened, unencumbered by, and not subject to the CC&Rs and the
2 restrictions of the Master Declaration.

3 30. The Developer Defendants argued that the Plaintiffs have failed to plead fraud
4 with particularity as required by NRCP 9(b).

5 31. The Developer Defendants argued that Plaintiffs have not alleged any viable
6 claims against them and their Amended Complaint should be dismissed for failure to state a
7 claim.

8 **Plaintiffs' Voluntary Dismissal of Certain Defendants**
9

10 32. On October 4, 2016, Plaintiffs dismissed several Peccole Defendants from this
11 case through a Stipulation and Order Dismissing Without Prejudice Defendants Laretta P.
12 Bayne, individually, Lisa Miller, individually, Laretta P. Bayne 1976 Trust, Leann P. Goorjian
13 1976 Trust, Lisa P. Miller 1976 Trust, William Peccole 1982 Trust, William and Wanda Peccole
14 1991 Trust, and the William Peccole and Wanda Peccole 1971 Trust was entered.

15 33. On October 11, 2016, Plaintiffs dismissed the remaining Peccole Defendants
16 through a Stipulation and Order Dismissing Without Prejudice Defendants: Peccole Nevada
17 Corporation; William Peter and Wanda Peccole Family Limited Partnership, Larry Miller and
18 Bruce Bayne. As such, no Peccole-related Defendants remain as Defendants in this case.

19 **Dismissal of the City of Las Vegas**
20

21 34. The City of Las Vegas filed a Motion to Dismiss on August 30, 2016. Said
22 Motion was heard on October 11, 2016 and was granted on October 19, 2016, dismissing all of
23 Plaintiffs' claims against the City of Las Vegas.

24 **Lack of Standing**
25

26 35. Plaintiff's Robert and Nancy Peccole, as Trustees of the Peccole Trust, have no
27 ownership interest in the Residence and therefor have no standing in this action. As such, all
28

1 claims asserted by Plaintiff's Robert and Nancy Peccole, as Trustees of the Peccole Trust are
2 dismissed.

3 **Facts Regarding Developer Defendants' Motion to Dismiss**

4 36. The Court has reviewed and considered the filings by Plaintiffs and Defendants,
5 including the Supplements filed by both sides following the November 1, 2016 Hearing, as well
6 as the oral argument of counsel at the hearing.
7

8 37. Plaintiff's Robert N. and Nancy A. Peccole, as individuals, acquired their present
9 ownership interest in the Residence on September 12, 2016 and therefore had full knowledge of
10 the plans to develop the land upon which the Badlands Golf Course is presently operated at the
11 time they acquired the Residence.

12 38. Plaintiffs have not set forth facts that would substantiate a basis for the three
13 claims set forth in their Complaint against the Developer Defendants: Injunctive Relief/Parcel
14 Map, Vested Rights, and Fraud.
15

16 39. The Developer Defendants are the successors in interest to the rights, interests and
17 title in the Badlands Golf Course land formerly held by Peccole 1982 Trust, Dated February 15,
18 1982; William Peter and Wanda Ruth Peccole Family Limited Partnership; and Nevada Legacy
19 14 LLC.
20

21 40. Plaintiffs' have made some scurrilous allegations without factual basis and
22 without affidavit or any other competent proof. The Court sees no evidence supporting those
23 claims.

24 41. The Developer Defendants properly followed procedures for approval of a parcel
25 map over Defendants' property pursuant to NRS 278.461(1)(a) because the division involved
26 four or fewer lots. The Developer Defendants parcel map is a legal merger and re-subdividing of
27 land within their own boundaries.
28

1 42. The Developer Defendants have complied with all relevant provisions of NRS
2 Chapter 278.

3 43. NRS 278A.080 provides: "The powers granted under the provisions of this
4 chapter may be exercised by any city or county which enacts an ordinance conforming to the
5 provisions of this chapter."
6

7 44. The Declaration of Luann Holmes, City Clerk for the City of Las Vegas, Exhibit
8 L to Defendants' November 2, 2016 Supplemental Exhibits, states at paragraph 5, "[T]he
9 Unified Development Code and City Ordinances for the City of Las Vegas do not contain
10 provisions adopted pursuant to NRS 278A."
11

12 45. The Queensridge Master Declaration (Court Exhibit B and attached to
13 Defendants' November 2, 2016 Supplement as Exhibit B), at p. 1, Recital B, states: "Declarant
14 intends, without obligation, to develop the Property and the Annexable Property in one or more
15 phases as a mixed-use common interest community pursuant to Chapter 116 of the Nevada
16 Revised Statutes ("NRS"), which shall contain "non-residential" areas and "residential" areas,
17 which may, but is not required to, include "planned communities" and "condominiums," as such
18 quoted terms are used and defined in NRS Chapter 116."
19

20 46. The Queensridge community is a Common Interest Community organized under
21 NRS 116. This is not a PUD community.

22 47. NRS 116.1201(4) states that "The provisions of Chapter 117 and 278A of NRS do
23 not apply to common-interest communities." See Defendants' Supplemental Exhibit Q.

24 48. In contrast to the City of Las Vegas' choice not to adopt the provisions of NRS
25 278A, municipal or city councils that choose to adopt the provisions of NRS 278A do so, as
26 required by NRS 278A.080, by affirmatively enacting ordinances that specifically adopt Chapter
27 278A. See, e.g., Defendants' Supplemental Exhibit N and O, Title 20 Consolidated
28

1 Development Code 20.704.040 and 20.676, Douglas County, Nevada and Defendants'
2 Supplemental Exhibit P, Ordinance No. 17.040.030, City of North Las Vegas. The provisions of
3 NRS 278A do not apply to the facts of this case.

4 49. The City Council has not voted on Defendants' pending Applications and the
5 Court will not stop the City Council from conducting its ordinary business and reaching a
6 decision on the Applications. Plaintiffs may not enjoin the City of Las Vegas or Defendants with
7 regard to their instant Applications, or other Applications they may submit in the future. See
8 *Eagle Thrifty Drugs & Market v. Hunter Lake Parent Teachers Ass'n*, 85 Nev. 162, 165, 451
9 P.2d 713, 714 (1969).

10 50. Plaintiffs are improperly trying to impede upon the City's land use review and
11 zoning processes. The Defendants are permitted to seek approval of their Applications, or any
12 Applications submitted in the future, before the City of Las Vegas, and the City of Las Vegas,
13 likewise, is entitled to exercise its legislative function without interference by Plaintiffs.

14 51. Plaintiffs' claim that the Applications were "illegal" or "violations of the Master
15 Declaration" is without merit. The filing of these Applications by Defendants, or any
16 Applications by Defendants, is not prohibited by the terms of the Master Declaration, because
17 the Applications concern Defendants' own land, and such land that is not annexed into the
18 Queensridge CIC is therefore not subject to the terms of its Master Declaration. Defendants
19 cannot violate the terms of an agreement to which they are not a party and which does not apply
20 to them.

21 52. Plaintiffs' inferences and allegations regarding whether the Badlands Golf Course
22 land is subject to the Queensridge Master Declaration are not fair and reasonable, and have no
23 support in fact or law.

1 53. The land which is owned by the Defendants, upon which the Badlands Golf
2 Course is presently operated ("GC Land") that was never annexed into the Queensridge CIC,
3 never became part of the "Property" as defined in the Queensridge Master Declaration and is
4 therefore not subject to the terms, conditions, requirements or restrictions of the Queensridge
5 Master Declaration.
6

7 54. Plaintiffs cannot prove a set of facts under which the GC Land was annexed into
8 the "Property" as defined in the Queensridge Master Declaration.

9 55. Since Plaintiffs have failed to prove that the GC Land was annexed into the
10 "Property" as defined in the Master Declaration, then the GC Land is not subject to the terms and
11 conditions of the Master Declaration.
12

13 56. There can be no violation of the Master Declaration by Defendants if the GC
14 Land is not subject to the Master Declaration. Therefore, the Defendants' Applications are not
15 prohibited by, or violative of, the Master Declaration.

16 57. Plaintiffs' Exhibit 1 to their Supplement filed November 8, 2016 depicts a
17 proposed and conceptual master plan amendment. The maps attached thereto do not appear to
18 depict the 9-hole golf course, but instead identifies that area as proposed single family
19 development units.
20

21 58. Plaintiffs' Exhibit 2 to their Supplement filed November 8, 2016, which is also
22 Exhibit J to Defendants' Supplement filed November 2, 2016, approves a request for rezoning to
23 R-PD3, R-PD7 and C-1, which all indicate the intent to develop in the future as residential or
24 commercial. Plaintiffs alleged this was a Resolution of Intent which was "expunged" upon
25 approval of the application. Plaintiffs alleged that Exhibit 3 to their Supplement, the 1991
26 zoning approval letter, was likewise expunged. However, the Zoning Bill No. Z-20011,
27 Ordinance No. 5353, attached as Exhibit I to Defendants' Motion to Dismiss, demonstrates that
28

1 the R-PD7 Zoning was codified and incorporated into the amended Atlas in 2001. Therefore,
2 Plaintiffs' claim that Attorney Jerbic's presentation at the Planning Commission Meeting
3 (Exhibit D to Defendants' Supplement) is "erroneous" is, in fact, incorrect. Attorney Jerbic's
4 presentation is supported by the documentation of public record.

5
6 59. Defendants' Supplemental Exhibit I, a March 26, 1986 letter to the City Planning
7 Commission, specifically sought the R-PD zoning for a planned golf course "as it allows the
8 developer flexibility and the City design control." Thus, keeping the golf course zoned for
9 potential future development as residential was an intentional part of the plan.

10 60. Further, Defendants' Supplemental Exhibit K, two letters from the City of Las
11 Vegas to Frank Pankratz dated December 20, 2014, confirm the R-PD7 zoning on all parcels
12 held by Fore Stars, Ltd.

13
14 61. Plaintiffs' Exhibit 4 to their Supplement filed November 8, 2016, a 1986 map
15 depicts two proposed golf courses, one proposed in Canyon Gate and the other proposed around
16 what is currently Badlands. However, the current Badlands Golf Course is not the same as what
17 is depicted on that map. Of note, the area on which the 9 hole golf course currently sits is
18 depicted as single family development.

19 62. Exhibit A to the Queensridge Master Declaration defines the initial land
20 committed as "Property" and Exhibit B defines the land that is eligible to be annexed, but it only
21 becomes part of the "Property" if a Declaration of Annexation is filed with the County Recorder.

22
23 63. The Court finds that Recital A to the Queensridge Master Declaration defines
24 "Property" to "mean and include both of the real property described in Exhibit "A" hereto and
25 that portion of the Annexable Property which may be annexed from time to time in accordance
26 with Section 2.3, below."
27
28

1 64. The Court finds that Recital A of the Queensridge Master Declaration further
2 states that "In no event shall the term "Property" include any portion of the Annexable Property
3 for which a Declaration of Annexation has not been Recorded..."

4 65. The Court finds that after reviewing the Supplemental Exhibit, Annexation Binder
5 filed on October 20, 2016 at the Court's request, and the map entered as Exhibit A at the
6 November 1, 2016 Hearing and to Defendants' November 2, 2016 Supplement, that the property
7 owned by Developer Defendants that was never annexed into the Queensridge CIC is therefore
8 not part of the "Property" as defined in the Queensridge Master Declaration.
9

10 66. The Court therefore finds that the terms, conditions, and restrictions of the
11 Queensridge Master Declaration do not apply to the GC Land and cannot be enforced against the
12 GC Land.
13

14 67. The Court finds that Exhibit C to the Master Declaration is not a depiction
15 exclusively of the "Property" as Plaintiffs allege. It is clear that it depicts both the Property,
16 which is a very small piece, and the Annexable Property, pursuant to the Master Declaration,
17 page 10, Section 1.55, which states that Master Plan is defined as the "Queensridge Master Plan
18 proposed by Declarant for the Property and the Annexable Property which is set forth in Exhibit
19 "C," hereto..." Plaintiffs' Supplement filed November 8, 2016, Exhibit 5, is page 10 of the
20 Master Declaration, and Plaintiffs emphasize that is a master plan proposed by the Declaration
21 "for the property." But reading the provision as a whole, it is clear that it is a "proposed" plan for
22 the Property (as defined by the Master Declaration at Recital A) and "the Annexable Property."
23

24 68. Likewise, Exhibit 6 to Plaintiffs' Supplement filed November 8, 2016 defines
25 'Final Map' as a Recorded map of "any portion" of the Property. It does not depict all of the
26 Property. The Master Declaration at Section 1.55 is clear that its Exhibit C depicts the Property
27
28

1 and the Annexable Property, and Defendants' Supplemental Exhibit A makes clear that not all of
2 the Annexable Property was actually annexed into the Queensridge CIC.

3 69. Plaintiffs' Supplemental Exhibit 7, which is Exhibit C to the Master Declaration,
4 does not depict "Lot 10" as part of the Property. It depicts Lot 10 as part of the Annexable
5 Property. Plaintiffs' Supplemental Exhibit 8 depicts, as discussed by Defendants at the
6 November 1, 2016 Hearing, that Lot 10 was subdivided into several parcels, one of which
7 became the 9 hole golf course. It was not designated as "not a part of the Property or Annexable
8 Property" because it was Annexable Property. However, again, the public record Declarations of
9 Annexation, as summarized in Defendants' Supplemental Exhibit A, shows that Parcel 21, the 9
10 holes, was never annexed into the Queensridge CIC.

11
12 70. The Master Declaration at Recital B provides that the Property "may, but is not
13 required to, include...a golf course."

14
15 71. The Master Declaration at Recital B further provides that "The existing 18-hole
16 golf course commonly known as the "Badlands Golf Course" is not a part of the Property or
17 Annexable Property." The Court finds that does not mean that the 9-hole golf course was a part
18 of the Property. It is clear that it was part of the Annexable Property, and was subject to
19 development rights. In addition to the "diamond" on the Exhibit C Map indicating it is "subject
20 to development rights, p. 1, Recital B of the Master Declaration states: "Declarant intends,
21 without obligation, to develop the Property and the Annexable Property..."

22
23 72. In any event, the Amended and Restated Master Declaration of October, 2000
24 included the 9 holes, and provides "The existing 27-hole golf course commonly known as the
25 "Badlands Golf Court" is not a part of the Property or Annexable Property."

26 73. The Court finds that Mr. Peccole's Deed (Plaintiffs' Supplemental Exhibit 9) and
27 Preliminary Title Report provided by Plaintiffs both indicate that his home was part of the
28

1 Queensridge CIC, that it sits on Parcel 19, which was annexed into the Queensridge CIC in
2 March, 2000. Both indicate that his home is subject to the terms and conditions of the Master
3 Declaration, "including any amendments and supplements thereto."

4 74. The Court finds that, conversely, the Fore Stars, Ltd. Deed of 2005 does not have
5 any such reference to the Queensridge Master Declaration or Queensridge CIC. Likewise none of
6 the other Deeds involving the GC Land, Defendants' Supplemental Exhibits E, F, and G filed
7 November 2, 2016, make any reference to such land being subject to, or restricted by, the
8 Queensridge Master Declaration.
9

10 75. Plaintiffs' Supplemental Exhibit 10, likewise, ignores the second sentence of
11 Section 13.2.1, which provides "In addition, Declarant shall have the right to unilaterally amend
12 this Master Declaration to make the following amendments..." The four (4) rights including the
13 right to amend the Master Declaration as necessary to correct exhibits or satisfy requirements of
14 governmental agencies, to amend the Master Plan, to amend the Master Declaration as necessary
15 or appropriate to the exercise Declarant's rights, and to amend the Master declaration as
16 necessary to comply with the provisions of NRS 116. Declarant, indeed, amended the Master
17 Declaration as such just a few months after Plaintiffs' purchased their home.
18

19 76. Contrary to Plaintiffs' claim, the Amended and Restated Master Declaration was,
20 in fact, recorded on August 16, 2002, as reflected in Defendants' Second Supplement, Exhibit Q.
21

22 77. Regardless, whether or not the 9-hole course is "not a party of the Property or
23 Annexable Property" is irrelevant, if it was never annexed.

24 78. The Court finds that the Master Declaration and Deeds, as well as the
25 Declarations of Annexation, are recorded documents and public record.

26 79. This Court has heard Plaintiffs' arguments and is not satisfied, and does not
27 believe, that the GC Land is subject to the Master Declaration of Queensridge.
28

1 80. This Court is of the opinion that Plaintiffs' counsel Robert N. Peccole, Esq. may
2 be so personally close to the case that he is missing the key issues central to the causes of action.

3 81. The Court finds that the Developer Defendants have the right to develop the GC
4 Land.

5 82. The Court finds that the GC Land owned by Developer Defendants has "hard
6 zoning" of R-PD7. This allows up to 7.49 development units per acre subject to City of Las
7 Vegas requirements.

8 83. Of Plaintiffs' six averments of Fraud in their Amended Complaint, the only one
9 that could *possibly* meet all of the elements required is #1. That is the only averment where
10 Plaintiffs claim that a false representation was made by any of the Defendants with the intention
11 of inducing Plaintiffs to act based upon a specific misrepresentation. None of the remaining five
12 averments involve representations made directly to Plaintiffs. Plaintiffs' first fraud claim fails
13 for two reasons: first, Plaintiffs alleged that the representations were "implied representations."
14 The elements of Fraud require actual representations, not implied representations and second,
15 and more importantly, Plaintiffs have dismissed all of the Defendants listed in averment #1 who
16 they claim made false representations to them.

17 84. Plaintiffs allegations of fraud against Developer Defendants fail and are
18 insufficient pursuant to NRCP 9(b) because they are not plead with particularity and do not
19 include averments as to time, place, identity of parties involved and the nature of the fraud.
20 Plaintiffs have not plead any facts which allege any contact or communication with the
21 Developer Defendants at the time of purchase of the custom lot. Furthermore, Plaintiffs have
22 voluntarily dismissed the Peccole Defendants who allegedly engaged in said alleged fraud.

23 85. Assuming the facts alleged by Plaintiffs to be true, Plaintiffs cannot meet the
24 elements of any type of fraud recognized in the State of Nevada, including: negligent
25

1 misrepresentation, intentional misrepresentation or fraud in the inducement as their claim is pled
2 against Developer Defendants. This alleged "scheme," does not meet the elements of fraud
3 because Plaintiffs fail to allege that Developer Defendants made a false representation to them;
4 that Developer Defendants knew the representation was false; that Developer Defendants
5 intended to induce Plaintiffs to rely on this knowing, false representation; and that Plaintiffs
6 actually relied on such knowing, false representation. Plaintiffs not only fail to allege that they
7 have ever spoken to any of the Developer Defendants, but Mr. Peccole admitted at the October
8 11, 2016 Hearing that he had never spoken to Mr. Lowie.

10 86. Plaintiffs are alleging a conspiracy, but that would be a criminal matter. What
11 they are trying to do is stop an administrative arm of the City of Las Vegas from doing their job.

12 87. Plaintiffs' general and unsupported allegations of a "scheme" involving
13 Developer Defendants and the now-dismissed Peccole Defendants and Defendant City of Las
14 Vegas do not meet the legal burden of stating a fraud claim with particularity. There is quite
15 simply no competent evidence to even begin to suggest the truth of such scurrilous allegations.

17 88. Plaintiffs have failed to state a claim for relief against the following Defendants:
18 Yohan Lowie, Vickie DeHart, Frank Pankratz and EHB Companies LLC and those claims
19 should be dismissed. Plaintiffs' only claims against Lowie, DeHart and Pankratz are the fraud
20 claims, but the fraud claim is legally insufficient because it fails to allege that any of these
21 individuals ever made any fraudulent representations to Plaintiffs. Lowie, DeHart and Pankratz
22 are Managers of EHB Companies LLC. EHB Companies LLC is the sole Manager of Fore Stars
23 Ltd., 180 Land Co LLC, and Seventy Acres LLC. Plaintiffs have failed to properly allege the
24 elements of any causes of action sufficient to impose liability, nor even pierce the corporate veil,
25 against the Managers of any of the above-listed entities.
26
27
28

1 89. In light of Plaintiffs voluntarily dismissal of the Peccole Defendants, whom are
2 alleged to have actually made the fraudulent representations to Plaintiff Robert Peccole,
3 Plaintiffs' claims against Yohan Lowie, Vickie DeHart, Frank Pankratz, and EHB Companies
4 LLC, whom are not alleged to have ever held a conversation with Plaintiff Robert Peccole,
5 appear to have been brought solely for the purpose of harassment and nuisance.
6

7 90. Although ordinarily leave to amend the Complaint should be freely given when
8 justice requires, Plaintiffs have already amended their Complaint once and have failed to state a
9 claim against the Developer Defendants. For the reasons set forth hereinabove, Plaintiffs shall
10 not be permitted to amend their Complaint a second time in relation to their claims against
11 Developer Defendants as the attempt to amend the Complaint would be futile.
12

13 91. Developer Defendants introduced, and the Court accepted, the following Exhibits
14 at the Hearing, as well as taking notice of multiple other exhibits which were attached to the
15 various filings (including Plaintiffs' Deeds, Title Reports, Plaintiffs' Purchase Agreement,
16 Addendum to Plaintiffs' Purchase Agreement, Fore Stars, Ltd.'s Deed, the Declarations of
17 Annexation, and others):
18

- 19 1) Exhibit A: Property Annexation Summary Map;
- 20 2) Exhibit B: Master Declaration;
- 21 3) Exhibit C: Amended Master Declaration;
- 22 4) Exhibit D: Video/thumb drive from Planning Commission hearing of City
23 Attorney Brad Jerbic.

24 92. If any of these Findings of Fact is more appropriately deemed a Conclusion of
25 Law, so shall it be deemed.
26

27 CONCLUSIONS OF LAW

28 93. The Nevada Supreme Court has explained that "a timely notice of appeal divests
the district court of jurisdiction to act and vests jurisdiction in this court" and that the point at
which jurisdiction is transferred from the district court to the Supreme Court must be clearly

1 defined. Although, when an appeal is perfected, the district court is divested of jurisdiction to
2 revisit issues that are pending before the Supreme Court, the district court retains jurisdiction to
3 enter orders on matters that are collateral to and independent from the appealed order, i.e.,
4 matters that in no way affect the appeal's merits. *Mack-Manley v. Manley*, 122 Nev. 849, 855,
5 138 P.3d 525, 529-530 (2006).

7 94. In order for a complaint to be dismissed for failure to state a claim, it must appear
8 beyond a doubt that the plaintiff could prove no set of facts which, if accepted by the trier of fact,
9 would entitle him or her to relief. *Blackjack Bonding v. City of Las Vegas Mun. Court*, 116 Nev.
10 1213, 1217, 14 P.3d 1275, 1278 (2000)(emphasis added).

11 95. The Court must draw every fair inference in favor of the non-moving party. *Id.*
12 (emphasis added).

14 96. Courts are generally to accept the factual allegations of a Complaint as true on a
15 Motion to Dismiss, but the allegations must be legally sufficient to constitute the elements of the
16 claim asserted. *Carpenter v. Shalev*, 126 Nev. 698, 367 P.3d 755 (2010).

17 97. Plaintiffs have failed to state a claim upon which relief can be granted, even with
18 every fair inference in favor of Plaintiffs. It appears beyond a doubt that Plaintiffs can prove no
19 set of facts which would entitle them to relief.

20 98. NRS 52.275 provides that "the contents of voluminous writings, recordings or
21 photographs which cannot conveniently be examined in court may be presented in the form of a
22 chart, summary or calculation."

24 99. While a Court generally may not consider material beyond the complaint in ruling
25 on a 12(b)(6) motion, "[a] court may take judicial notice of 'matters of public record' without
26 converting a motion to dismiss into a motion for summary judgment," as long as the facts
27 noticed are not "subject to reasonable dispute." *Intri-Plex Techs., Inc. v. Crest Grp., Inc.*, 499
28

1 F.3d 1048, 1052 (9th Cir. 2007)(citing *Lee v. City of Los Angeles*, 250 F.3d 668, 688–89 (9th
2 Cir. 2001); *see also United States v. Ritchie*, 342 F.3d 903, 908–09 (9th Cir.2003)). Courts may
3 take judicial notice of some public records, including the “records and reports of administrative
4 bodies.” *United States v. Ritchie*, 342 F.3d 903, 909 (9th Cir. 2003) (citing *Interstate Nat. Gas*
5 *Co. v. S. Cal. Gas Co.*, 209 F.2d 380, 385 (9th Cir.1953)). The administrative regulations,
6 zoning letters, CC&R and Master Declarations referenced herein are such documents.
7

8 100. Plaintiffs have sought judicial challenge and review of the parcel maps without
9 exhausting their administrative remedies first and this is fatal to their claims regarding the parcel
10 maps. *Benson v. State Engineer*, 131 Nev. ___, 358 P.3d 221, 224 (2015) and *Allstate Insurance*
11 *Co. v. Thorpe*, 123 Nev. 565, 571, 170 P.3d 989, 993-94 (2007).
12

13 101. The City Planning Commission and City Council’s work is of a legislative
14 function and Plaintiffs’ claims attempting to enjoin the review of Defendant Developers’
15 Applications are not ripe. UDC 19.16.030(H), 19.16.090(K) and 19.16.100(G).
16

17 102. Plaintiffs have an adequate remedy in law in the form of judicial review pursuant
18 to UDC 19.16.040(T) and NRS 233B.
19

20 103. Zoning ordinances do not override privately-placed restrictions and courts cannot
21 invalidate restrictive covenants because of a zoning change. *Western Land Co. v. Trusholaski*, 88
22 Nev. 200, 206, 495 P.2d 624, 627 (1972).
23

24 104. NRS 278A.080 provides: “The powers granted under the provisions of this
25 chapter may be exercised by any city or county which enacts an ordinance conforming to the
26 provisions of this chapter.”
27

28 105. NRS 116.1201(4) specifically and unambiguously provides, “The provisions of
chapters 117 and 278A of NRS do not apply to common-interest communities.”

1 106. NRS 278.320(2) states that "A common-interest community consisting of five or
2 more units shall be deemed to be a subdivision of land within the meaning of this section, but
3 need only comply with NRS 278.326 to 278.460, inclusive and 278.473 to 278.490, inclusive."

4 107. Private land use agreements are enforced by actions between the parties to the
5 agreement and enforcement of such agreements is to be carried out by the Courts, not zoning
6 boards.
7

8 108. Plaintiffs "vested rights" Claim for Relief is not a viable claim because Plaintiffs
9 have failed to show that the GC Land is subject to the Master Declaration and therefore that
10 claim should be dismissed.

11 109. Plaintiffs have failed to plead fraud with particularity as required by NRCP 9(b).
12 The absence of any plausible claim of fraud against the Defendants was further demonstrated by
13 the fact that throughout the Court's lengthy hearing upon the Defendants' Motion to Dismiss
14 Plaintiffs' Amended Complaint, Plaintiffs did not make a single reference or allegation
15 whatsoever that would suggest in any way that the Plaintiffs had any claim of fraud against any
16 of the Defendants. Plaintiffs did not reference their alleged claim at all, and the Court Finds, at
17 this time, that the Plaintiffs have failed to state any claim upon which relief may be granted against
18 the Defendants. *See NRCP 9(b)*.
19

20 110. Under Nevada law, a Plaintiff must prove the elements of fraudulent
21 misrepresentation by clear and convincing evidence: (1) A false representation made by the
22 defendant; (2) defendant's knowledge or belief that its representation was false or that defendant
23 has an insufficient basis of information for making the representation; (3) defendant intended to
24 induce plaintiff to act or refrain from acting upon the misrepresentation; and (4) damage to the
25 plaintiff as a result of relying on the misrepresentation. *Barmettler v. Reno Air, Inc.*, 114 Nev.
26
27
28

1 441, 447, 956 P.2d 1382, 1386 (1998), citing *Bulbman Inc. v. Nevada Bell*, 108 Nev. 105, 110-
2 11, 825 P.2d 588, 592 (1992); *Lubbe v. Barba*, 91 Nev. 596, 599, 540 P.2d 115, 117 (1975).

3 111. Nevada law provides: (i) a shield to protect members and managers from liability
4 for the debts and liabilities of the limited liability company. *NRS 86.371*; and (ii) a member of a
5 limited-liability company is not a proper party to proceedings by or against the company. *NRS*
6 *86.381*. The Court finds that naming the individual Defendants, Lowie, DeHart and Pankratz,
7 was not made in good faith, nor was there any reasonable factual basis to assert such serious and
8 scurrilous allegations against them.
9

10 112. If any of these Conclusions of Law is more appropriately deemed a Findings of
11 Fact, so shall it be deemed.
12

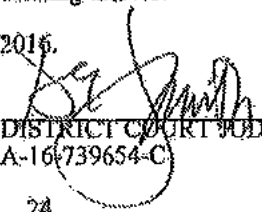
13 ORDER AND JUDGMENT

14 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the Defendants
15 Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres LLC, EHB Companies LLC, Yohan Lowie,
16 Vickie Dehart and Frank Pankratz' Motion to Dismiss Amended Complaint is hereby
17 GRANTED.

18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that as to the
19 Defendants Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres LLC, EHB Companies LLC,
20 Yohan Lowie, Vickie Dehart and Frank Pankratz, Plaintiffs' Amended Complaint is hereby
21 dismissed with prejudice.

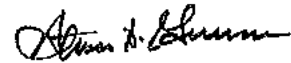
22 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that collateral to the
23 instant Findings of Fact, Conclusions of Law, Order and Judgment, the Court will address the
24 Defendants' Motion for Attorneys' Fees and Costs, and Supplement thereto pursuant to NRCP
25 11, and issue a separate Order and Judgment relating thereto.

26 DATED this 21 day of November 2016.

27 
28 DISTRICT COURT JUDGE
A-16-739654-C

1 Respectfully submitted by:
2 **JIMMERSON LAW FIRM, P.C.**
3 /s/ James J. Jimmerson, Esq.
4 James J. Jimmerson, Esq.
5 Nevada Bar No. 000264
6 415 South 6th Street, Suite 100
7 Las Vegas, Nevada 89101
8 (702) 388-7171
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Exhibit 173



CLERK OF THE COURT

1 NOEJ

2 James J. Jimmerson, Esq.

3 Nevada State Bar No. 00264

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10 *Attorneys for Defendants Fore Stars, Ltd.,*

11 *180 Land Co., LLC., Seventy Acres, LLC;*

12 *Yohan Lowie, Vickie DeHart*

13 *and Frank Pankratz*

14
15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 ROBERT N. PECCOLE and NANCY A.
18 PECCOLE, individuals, and Trustees of the
19 ROBERT N. and NANCY A. PECCOLE
20 FAMILY TRUST,

21 Plaintiffs,

22 vs.

23 PECCOLE NEVADA, CORPORATION, a
24 Nevada Corporation; WILLIAM PECCOLE
25 1982 TRUST; WILLIAM PETER and
26 WANDA PECCOLE FAMILY LIMITED
27 PARTNERSHIP, a Nevada Limited
28 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


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Telephone: (702) 388-7171 - Facsimile: (702) 387-1167

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

4 Dated: January 31st, 2017.

5 THE JIMMERSON LAW FIRM, P.C.

6
7
8 By:  8387
9 James J. Jimmerson, Esq.
10 Nevada State Bar No. 000264
11 415 South 6th Street, Suite 100
12 Las Vegas, Nevada 89101
13 Attorneys for Defendants Fore Stars, Ltd.,
14 180 Land Co., LLC., Seventy Acres, LLC;
15 Yohan Lowie, Vickie DeHart
16 and Frank Pankratz
17
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THE JIMMERSON LAW FIRM, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone: (702) 388-7171 - Facsimile: (702) 388-1187

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

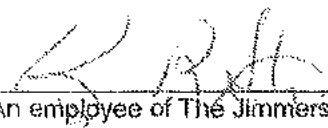
To the attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

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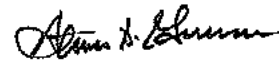
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An employee of The Jimmerson Law Firm, P.C.

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1 **FFCL**



CLERK OF THE COURT

2 **DISTRICT COURT**

3 **CLARK COUNTY, NEVADA**

4
5 **ROBERT N. PECCOLE and NANCY A.**
6 **PECCOLE, individuals, and Trustees of the**
7 **ROBERT N. AND NANCY A. PECCOLE**
8 **FAMILY TRUST,**

9 Plaintiffs,

10 v.

11 **PECCOLE NEVADA, CORPORATION, a**
12 **Nevada Corporation; WILLIAM PECCOLE**
13 **1982 TRUST; WILLIAM PETER and**
14 **WANDA PECCOLE FAMILY LIMITED**
15 **PARTNERSHIP, a Nevada Limited**
16 **Partnership; WILLIAM PECCOLE and**
17 **WANDA PECCOLE 1971 TRUST; LISA P.**
18 **MILLER 1976 TRUST; LAURETTA P.**
19 **BAYNE 1976 TRUST; LEANN P.**
20 **GOORJIAN 1976 TRUST; WILLIAM**
21 **PECCOLE and WANDA PECCOLE 1991**
22 **TRUST; FORE STARS, LTD., a Nevada**
23 **Limited Liability Company; 180 LAND CO,**
24 **LLC, a Nevada Limited Liability Company;**
25 **SEVENTY ACRES, LLC, a Nevada Limited**
26 **Liability Company; EHB COMPANIES,**
27 **LLC, a Nevada Limited Liability Company;**
28 **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

23 This matter coming on for Hearing on the 10th day of January, 2017 on Plaintiffs'
24 *Renewed Motion For Preliminary Injunction, Plaintiffs' Motion For Leave To Amend Amended*
25 *Complaint, Plaintiffs' Motion For Evidentiary Hearing And Stay Of Order For Rule 11 Fees*
26 *And Costs, Plaintiffs' Motion For Court To Reconsider Order Of Dismissal, and Defendants*
27 *Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres LLC, EHB Companies LLC, Yohan Lowie,*
28

1 Vickie Dehart and Frank Pankratz's *Oppositions* thereto and *Counter motions for Attorneys'*
2 *Fees and Costs*, and upon *Plaintiffs' Opposition to Counter motion for Attorney's Fees and*
3 *Costs* and Defendants' *Counter motion to Strike Plaintiffs' Rogue and Untimely Opposition filed*
4 *January 5, 2017 and Attorneys' Fees and Costs*, and upon Defendants Fore Stars, Ltd., 180
5 Land Co LLC, Seventy Acres LLC, EHB Companies LLC, Yohan Lowie, Vickie Dehart and
6 Frank Pankratz's *Memorandum of Costs and Disbursements*, and no objection or Motion to
7 Retax having been filed by Plaintiffs in response thereto, ROBERT N. PECCOLE, ESQ. of
8 PECCOLE & PECCOLE, LTD. and LEWIS J. GAZDA, ESQ. of GAZDA & TADAYON
9 appearing on behalf of Plaintiffs, and Plaintiff, ROBERT N. PECCOLE being present, and
10 JAMES J. JIMMERSON, ESQ. of THE JIMMERSON LAW FIRM, P.C. appearing on behalf of
11 Defendants Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres LLC, Yohan Lowie, Vickie
12 DeHart and Frank Pankratz, and Defendants Yohan Lowie and Vickie DeHart being present,
13 and STEPHEN R. HACKETT, ESQ. of SKLAR WILLIAMS, PLLC and TODD DAVIS, ESQ.
14 of EHB COMPANIES, LLC appearing on behalf of Defendants EHB Companies, LLC and the
15 Court having reviewed and fully considered the papers and pleadings on file herein, and having
16 heard the lengthy arguments of counsel, and having allowed Plaintiffs, over Defendants'
17 objection, to enter Exhibits 1-13 at the hearing, and having reviewed the record, good cause
18 appearing, issues the following Findings of Fact, Conclusions of Law, Final Orders and
19 Judgment:
20
21
22

23 FINDINGS OF FACT AND CONCLUSIONS OF LAW

24 Preliminary Findings

25 1. The Court hearing on November 1, 2016 was extensive and lengthy, and this
26 Court does not need a re-argument of those points. At that time, the Court granted both parties
27 great leeway to argue their case and, thereafter, to file any and all additional documents and/or
28

1 exhibits that they wished to file, so long as they did so on or before November 15, 2016. Each
2 party took advantage of said opportunity by submitting additional documents for the Court's
3 review and consideration. The Court has reviewed all submissions by each party. Further, at the
4 Court's extended hearing on January 10, 2017, upon Plaintiffs' and Defendants' post-judgment
5 motions and oppositions, the Court further allowed the parties to make whatever arguments
6 necessary to supplement their respective filings and in support of their respective requests;
7

8 2. On November 30, 2016, this Court, after a full review of the pleadings, exhibits,
9 affidavits, declarations, and record, entered extensive *Findings of Fact, Conclusions of Law,*
10 *Order and Judgment Granting Defendants Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres*
11 *LLC, EHB Companies, LLC, Yohan Lowie, Vickie DeHart and Frank Pankratz's NRCP 12(b)(5)*
12 *Motion to Dismiss Plaintiffs' Amended Complaint.* On January 20, 2017, the Court also entered
13 its *Findings Of Fact, Conclusions Of Law, and Judgment Granting Defendants Fore Stars, Ltd.,*
14 *180 Land Co LLC, Seventy Acres LLC, EHB Companies LLC, Yohan Lowie, Vickie Dehart And*
15 *Frank Pankratz's Motion For Attorneys' Fees And Costs* (the "Fee Order"). Both of these
16 Findings of Fact, Conclusions of Law and Orders are hereby incorporated herein by reference, as
17 if set forth in full, and shall become a part of these Final Orders and Judgment;
18

19 3. Following the Notice of Entry of the Court's extensive *Findings of Fact,*
20 *Conclusions of Law, Order and Judgment Granting Defendants Fore Stars, Ltd., 180 Land Co*
21 *LLC, Seventy Acres LLC, EHB Companies, LLC, Yohan Lowie, Vickie DeHart and Frank*
22 *Pankratz's NRCP 12(b)(5) Motion to Dismiss Plaintiffs' Amended Complaint,* Plaintiffs filed
23 four (4) Motions and one (1) Opposition, on an Order Shortening Time set for hearing on this
24 date, Defendants filed their Oppositions and Countermotions for Attorneys' Fees and Costs.
25 Defendants timely filed their *Memorandum of Costs and Disbursements,* and Plaintiffs chose not
26 to file any Motion to Retax. After this briefing, Plaintiffs, at the January 10, 2017 Court hearing,
27
28

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

3 4. Following the hearing, the Court has reviewed the papers and pleadings filed by
4 both Plaintiffs and Defendants, along with Exhibits, and the oral argument of Plaintiffs and
5 Defendants, and relevant statutes and caselaw, and based upon the totality of the record, makes
6 the following Findings:
7

8 **Plaintiffs' Renewed Motion for Preliminary Injunction**

9 5. As a preliminary matter, based on the record and the evidence presented to date
10 by both sides, the Court does not believe the golf course land ("GC Land") is subject to the terms
11 and restrictions of the Master Declaration of Covenants, Conditions, Restrictions and Easements
12 of Queensridge ("Master Declaration" or "CC&Rs"), because it was not annexed into, or made
13 part of, the Queensridge Common Interest Community ("Queensridge CIC") which the Master
14 Declaration governs. The Court has repeatedly made, and stands by, this Finding;
15

16 6. The Court does not believe that William and Wanda Peccole, or their entities
17 (Nevada Legacy 14, LLC, the William Peter and Wanda Ruth Peccole Family Limited
18 Partnership, and/or the William Peccole 1982 Trust) intended the GC Land to be a part of the
19 Queensridge CIC, as evidenced by the fact that if that land had been included within that
20 community, then every person in Queensridge would be paying money to be a member of the
21 Badlands Golf Course and paying to maintain it. They were not, and have not. In fact, the
22 Master Declaration at Recital B states that the CIC "may, but is not required to include...a golf
23 course" and Plaintiffs' Purchase documents make clear that residents of Queensridge acquire no
24 golf course rights or membership privileges by their purchase of a house within the Queensridge
25 CIC. *Exhibit C to Defendants' Opposition filed September 2, 2016 at page 1, Recital B, and*
26 *Exhibit L to Defendants' Opposition filed September 2, 2016 at paragraph 4 of Addendum 1;*
27
28

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

5 8. Therefore, the argument about whether or not the Master Declaration applies to
6 the GC Land does not need to be rehearsed, despite Plaintiffs' insistence that it do so. The Court
7 has repeatedly found that it does not. That is the Court's prior ruling, and nothing Plaintiffs
8 have brought forward reasonably convinces the Court otherwise. *See* the Court's November 20,
9 2016 Order, Findings 51-76;

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

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

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

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

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

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

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

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

25 17. Plaintiffs argue that the new applications that were filed were negotiated and
26 discussed with the City Attorneys' Office without the knowledge of the City Council. But,
27 again, that is not improper. The City Council does not get involved until the applications are
28

1 submitted and reviewed by the Planning Staff and City Planning Commission. The Court finds
2 that there is no "conspiracy" there. People are supposed to follow the rules, and the rules say
3 that if you are going to seek a zone change or a variance, you may submit a pre-application for
4 review, have appropriate discussions and negotiations, and then have a public review by the
5 Planning Commission and ultimately the City Council;
6

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

10 19. Plaintiffs' argument that Defendants submitted a new application on December
11 30, 2016 to allegedly defeat Plaintiffs' Renewed Motion for Preliminary Injunction, to bring the
12 case back into the administrative process, is not reasonable, nor accurate. There were already
13 three (3) applications which were pending and which had been held in abeyance, and thus were
14 still within the administrative process. The new application changes nothing as far as Plaintiffs'
15 requests for a preliminary injunction;
16

17 20. Plaintiffs' Exhibit 5 demonstrates that notice was provided to the homeowners,
18 which is what Defendants were supposed to do. There was nothing improper in this;
19

20 21. Even if *all* the applications had been withdrawn, Plaintiffs could not "directly
21 interfere with, or in advance restrain, the discretion of an administrative body's exercise of
22 legislative power." *Eagle Thrifty Drugs & Markets, Inc. v. Hunter Lake Parent Teachers Assn. et*
23 *al*, 85 Nev. 162, 451 P.2d 713 (1969) at 165, 451 P.2d at 714. Additionally, "This established
24 principle **may not be avoided by the expedient of directing the injunction to the applicant**
25 **instead of the City Council.**" *Id.* This holding still applies to these facts;
26

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

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

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

14 24. Plaintiffs have no standing under *Gladstone v. Gregory*, 95 Nev. 474, 596 P.2d
15 491 (1979) to enforce the restrictive covenants of the Master Declaration against Defendants on
16 the GC Land. The Court has already, repeatedly, found that the Master Declaration does not
17 apply to the GC Land, and thus Plaintiffs have no standing to enforce it against the Defendants.
18 Defendants did not, and cannot, violate a rule that does not govern the GC Land. The Plaintiffs
19 refuse to hear or accept these findings of the Court;

21 25. Contrary to Plaintiffs' statement, the Court is not making an "argument" that
22 Plaintiffs' are required to exhaust their administrative remedies; that is a "decision" on the part
23 of the Court. As the Court stated at the November 1, 2016 hearing, Plaintiffs believe that CC&Rs
24 of the Queensridge CIC cover the GC Land, and Mr. Peccole is so closely involved in it, he
25 refuses to see the Court's decision coming in as fair or following the law. No matter what
26 decisions are made, Mr. Peccole is so closely involved with the issues, he would never accept
27

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

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

5 27. A preliminary injunction is available when the moving party can demonstrate that
6 the nonmoving party's conduct, if allowed to continue, will cause irreparable harm for which
7 compensatory relief is inadequate and that the moving party has a reasonable likelihood of
8 success on the merits. *Boulder Oaks Cmty. Ass'n v. B & J Andrew Enters., LLC*, 125 Nev. 397,
9 403, 215 P.3d 27, 31 (2009); citing NRS 33.010, *University Sys. v. Nevadans for Sound Gov't*,
10 120 Nev. 712, 721, 100 P.3d 179, 187 (2004); *Dangberg Holdings v. Douglas Co.*, 115 Nev.
11 129, 142, 978 P.2d 311, 319 (1999). A district court has discretion in deciding whether to grant a
12 preliminary injunction. *Id.* The Plaintiffs have failed to make the requisite showing;
13

14 28. On September 27, 2016, the parties were before the Court on Plaintiffs' first
15 Motion for Preliminary Injunction and, after reading all papers and pleadings on file, the Court
16 heard extensive oral argument lasting nearly two (2) hours from all parties. The Court ultimately
17 concluded that Plaintiffs failed to meet their burden for a Preliminary Injunction, had failed to
18 demonstrate irreparable injury by the City's consideration of the Applications, and failed to
19 demonstrate a likelihood of success on the merits, amongst other failings;
20

21 29. On September 28, 2016—the day after their Motion for Preliminary Injunction
22 directed at the City of Las Vegas was heard—Plaintiffs ignored the Court's words and filed
23 another Motion for Preliminary Injunction which, substantively, made arguments identical to
24 those made in the original Motion which had just been heard the day before, except that
25 Plaintiffs focused more on the "vested rights" claim, namely, that the applications themselves
26 could not have been filed because they are allegedly prohibited by the Master Declaration. On
27
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1 October 31, 2016, the Court entered an Order denying that Motion, finding that Plaintiffs failed
2 to meet their burden of proof that they have suffered irreparable harm for which compensatory
3 damages are an inadequate remedy and failed to show a reasonable likelihood of success on the
4 merits, since the Master Declaration of the Queensridge CIC did not apply to land which was not
5 annexed into, nor a part of, the Property (as defined in the Master Declaration). The Court also
6 based its denial on the fact that Nevada law does not permit a litigant from seeking to enjoin the
7 Applicant as a means of avoiding well-established prohibitions and/or limitations against
8 interfering with or seeking advanced restraint against an administrative body's exercise of
9 legislative power. See *Eagle Thrifty Drugs & Markets, Inc., v. Hunter Lake Parent Teachers*
10 *Assoc.*, 85 Nev. 162, 164-165, 451 P.2d 713, 714-715 (1969);

11
12 30. On October 5, 2016, Plaintiffs filed a Motion for Rehearing of Plaintiffs' first
13 Motion for Preliminary Injunction, without seeking leave from the Court. The Court denied the
14 Motion on October 19, 2016, finding Plaintiffs could not show irreparable harm, because they
15 possess administrative remedies before the City Planning Commission and City Council pursuant
16 to NRS 278.3195, UDC 19.00.080(N) and NRS 278.0235, which they had failed to exhaust, and
17 because Plaintiffs failed to show a reasonable likelihood of success on the merits at the
18 September 27, 2016 hearing and failed to allege any change of circumstances since that time that
19 would show a reasonable likelihood of success as of October 17, 2016;
20

21
22 31. At the October 11, 2016 hearing on Defendants City of Las Vegas' Motion to
23 Dismiss Amended Complaint, which was ultimately was granted by Order filed October 19,
24 2016, the Court advised Mr. Peccole, as an individual Plaintiff and counsel for Plaintiffs, that he
25 believed that he was too close to this" and was missing that the Master Declaration would not
26 apply to land which is not part of the Queensridge CIC. *October 11, 2016 Hearing Transcript at*
27 *13:11-13;*
28

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

9 33. On October 21, 2016, Plaintiffs filed a Notice of Appeal on the Order Denying
10 their Motion for Preliminary Injunction against the City of Las Vegas, and on October 24, 2016,
11 Plaintiffs filed a Motion for Stay in the Supreme Court. On November 10, 2016, the Nevada
12 Supreme Court dismissed Plaintiffs' Appeal, and the Motion for Stay was therefore denied as
13 moot;
14

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

18 35. Plaintiffs cannot demonstrate a likelihood of success on the merits. Plaintiffs
19 have argued the "merits" of their claims *ad nauseum* and they have not had established any
20 possibility of success;
21

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

25 37. Plaintiffs' argument within his Renewed Motion is just a rehash of his prior
26 arguments that Lot 10 was "part of" the "Property," (as defined in the Master Declaration) that
27
28

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

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

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

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

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

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

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

24 44. Procedurally, Plaintiffs' Renewed Motion is improper because "No motions once
25 heard and disposed of may be *renewed* in the same cause, nor may the same matters therein
26 embraced be reheard, unless by leave of the court granted upon motion therefor, after notice of
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1 such motion to the adverse parties." EDCR 2.24 (*Emphasis added.*) This is the second time the
2 Plaintiffs have failed to seek leave of Court before filing such a Motion;

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

6
7 **Plaintiffs' Motion for Leave to Amend Amended Complaint**

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

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

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

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

22 50. EDCR 2.30 requires a copy of a proposed amended pleading to be attached to any
23 motion to amend the pleading. Plaintiffs never attached a proposed amended pleading, in
24 violation of this Rule. This makes it impossible for the Court to measure what claims Plaintiffs
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1 propose, other than those outlined in their briefs, all of which are based on a failed and untrue
2 argument;

3 51. Plaintiffs continue to attempt to enjoin the City from completing its legislative
4 function, or to in advance, restrain Defendants from submitting applications for consideration.
5 This Court has repeatedly Ordered that it will not do that;
6

7 52. The Court considered Plaintiffs' oral request from November 1, 2016 to amend
8 the Amended Complaint, and made a Finding in its November 30, 2016 Order of Dismissal, at
9 paragraph 90, "Although ordinarily leave to amend the Complaint should be freely given when
10 justice requires, Plaintiffs have already amended their Complaint once and have failed to state a
11 claim against the Defendants. For the reasons set forth hereinabove, Plaintiffs shall not be
12 permitted to amend their Complaint a second time in relation to their claims against Defendants
13 as the attempt to amend the Complaint would be futile;"
14

15 53. Further amending the Complaint, under the theories proposed by Plaintiffs,
16 remains futile. The Fraud cause of action does not state a claim upon which relief can be
17 granted, as the alleged "fraud" lay in the premise that there was a representation that the golf
18 course would remain a golf course in perpetuity. Again, Plaintiffs' own purchase documents
19 evidence that no such guarantee was made and that Plaintiffs were advised that future
20 development to the adjoining property could occur, and could impair their views or lot
21 advantages. The alleged representation is incompetent (*See NRCP 56(e)*), fails woefully for lack
22 of particularity as required by NRCP 9(b), and appears disingenuous under the facts and law of
23 this case;
24

25 54. The Fraud claim also fails because Plaintiffs voluntarily dismissed the
26 Defendants—all his relatives or their entities—who allegedly made the fraudulent representations
27 that the golf course would remain in perpetuity;
28

1 55. While it is true that Defendants argued that Plaintiffs did not plead their Fraud
2 allegations with particularity as required by NRCP 9(b), Defendants also vociferously argued in
3 their Motion to Dismiss that Plaintiffs failed to state a Fraud claim upon which relief could be
4 granted because their allegations failed to meet the basic and fundamental elements of Fraud: (1)
5 a false representation of fact; (2) made to the plaintiff; (3) with knowledge or belief that the
6 representation was false or without a sufficient basis; (4) intending to induce reliance; (5)
7 creating justifiable reliance by the plaintiff; (6) resulting in damages. *Blanchard v. Blanchard*,
8 108 Nev. 908, 911, 839 P.2d 1320, 1322 (1992). The Court concurred;

9
10 56. To this day, Plaintiffs failed to identify any actual false or misleading statements
11 made by Defendants to them, and that alone is fatal to their claim. Defendants' zoning and land
12 use applications to the City to proceed with residential development upon the GC Land does not
13 constitute fraudulent conduct by Defendants because third-parties allegedly represented at some
14 (unknown) time roughly 16 years earlier that the golf course would never be replaced with
15 residential development;

16
17 57. Plaintiffs do not and cannot claim that they justifiably relied on any supposed
18 misrepresentation by any of the Defendants or that they suffered damages as a result of the
19 Defendants' conduct because such justifiable reliance requires a causal connection between the
20 inducement and the plaintiff's act or failure to act resulting in the plaintiff's detriment;

21
22 58. Plaintiffs have not, and cannot claim that any representations on the part of
23 Defendants lead them to enter into their "Purchase Agreement" in April 2000, over 14 years
24 prior to any alleged representations or conduct by any of the Defendants. The Court was left to
25 wonder if any of these failings could be corrected in a second amended complaint, as Plaintiffs
26 failed to proffer a proposed second amended complaint as is required under EDCR 2.30. As
27 such, Plaintiffs' Motion to Amend Complaint was doomed from the outset;

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

4 60. The Court has already found, both of Plaintiffs' legal theories (1) the zoning
5 aspect and exhaustion of administrative remedies, and (2) the alleged breach of the restrictive
6 covenants under a Master Declaration "contract," are maintained without reasonable ground.
7 Defendants are not parties to the "contract" alleged to have been breached, and Court
8 intervention is not "clearly necessary" as an exception to the bar to interfere in an administrative
9 process;
10

11 61. The zoning on the GC Land dictates its use and Defendants rights to develop their
12 land;
13

14 62. Plaintiffs' reargument of the "Lot 10" claim, which Plaintiffs have argued before,
15 which this Court asked Plaintiffs not to rehash, is without merit. Drainage easements upon the
16 GC Land in favor of the City of Las Vegas do not make the GC Land a part of the Queensridge
17 CIC. The Queensridge CIC would have to be a party to the drainage easements in order to have
18 rights in the easements. Plaintiffs presented no evidence to establish that the Queensridge CIC is
19 a party to any drainage easements upon the GC Land;
20

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

26 64. Notwithstanding any alleged "open space" land use designation, the zoning on the
27 GC Land, as supported by the evidence, is R-PD7. Plaintiffs latest argument suggests the land is
28

1 "zoned" as "open space" and that they have some right to prevent any modification of that
2 alleged designation under NRS 278A. But the Master Declaration indicates that Queensridge is a
3 NRS Chapter 116 community, and NRS 116.1201(4) specifically and unambiguously provides,
4 "The provisions of chapters 117 and 278A of NRS do not apply to common-interest
5 communities." The Plaintiffs do not have standing to even make any claim under NRS 278A;
6

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

11 66. NRS 278.349(3)(e) states "The governing body, or planning commission if it is
12 authorized to take final action on a tentative map, shall consider: Conformity with the zoning
13 ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the
14 master plan, the zoning ordinance takes precedence;"
15

16 67. The Plaintiffs do not own the land which allegedly contains the drainage pointed
17 out in Exhibits 11 and 12. It is Defendants' responsibility to deal with it with the government.
18 Tivoli Village is an example of where drainage means were changed and drainage challenges
19 were addressed by the developer. Plaintiffs have no standing to enforce the maintenance of a
20 drainage easement to which they are not a party;
21

22 68. Plaintiffs' Amended Complaint, itself, recognizes that the Master Declaration
23 does not apply to the land proposed to be developed by the Defendants, as it states on page 2,
24 paragraph 1, that "Larry Miller did not protect the Plaintiffs' or homeowner's vested rights by
25 including a Restrictive Covenant that Badlands must remain a golf course as he and other agents
26 of the developer had represented to homeowners." The Amended Complaint reiterated at page
27 10, paragraph 42, "The sale was completed in March 2015 and conveniently left out any
28

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

6
7 69. Plaintiffs improperly assert that the Motion to Dismiss relied primarily upon the
8 “ripeness” doctrine and the allegation that the Fraud Cause of Action was not pled with
9 particularity. But this is not true. The Motion to Dismiss was granted because Plaintiffs do not
10 possess the “vested rights” they assert because the GC Land is not part of Queensridge CIC and
11 not subject to its CC&Rs. The Fraud claim failed because Plaintiffs could not state the elements
12 of a Fraud Cause of Action. They never had any conversations with any of the Defendants prior
13 to purchasing their Lot and therefore, no fraud could have been committed by Defendants against
14 Plaintiffs in relation to their home/lot purchase because Defendants never made any knowingly
15 false representations to Plaintiffs upon which Plaintiffs relied to their detriment, nor as stated by
16 Plaintiff to the Court did Defendants ever make any representations to Plaintiffs at all. Plaintiffs
17 were denied an opportunity to amend their Complaint a second time because doing so would be
18 futile given the fact that they have failed to state claims and cannot state claims for “vested
19 rights” or Fraud;
20

21
22 70. None of Plaintiffs’ alleged “changed circumstances”—neither the withdrawal of
23 applications, the abatement of others, or the introduction of new ones, changes the fundamental
24 fact that Plaintiffs have no standing to enforce the Master Declaration against the GC Land, or
25 any other land which was not annexed into the Queensridge CIC. It really is that simple;

26
27 71. Likewise, the claim that because applications were withdrawn by Defendants at
28 the City Council Meeting and the rest were held in abeyance, that the *Eagle Thrifty* case no

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

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

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

15 ///

16 ///

17
18 **Plaintiffs' Motion for Evidentiary Hearing and Stay of Order for Rule 11 Fees and**
19 **Costs**

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

24 75. Plaintiffs' seek an Evidentiary Hearing on the "Order for Rule 11 Fees and
25 Costs," but the request for sanctions and additional attorneys' fees pursuant to NRCP 11 was
26 denied by this Court. Plaintiffs do not seek reconsideration of that denial, and no Evidentiary
27 Hearing is warranted;
28

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

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

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

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

16 80. "Only in very rare instances in which new issues of fact or law are raised
17 supporting a ruling contrary to the ruling already reached should a motion for rehearing be
18 granted." *Moore v. City of Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (76). "Rehearings are
19 not granted as a matter of right, and are not allowed for the purpose of reargument." *Geller v.*
20 *McCown*, 64 Nev. 102, 108, 178 P.2d 380, 381 (1947) (citation omitted). Points or contentions
21 available before but not raised in the original hearing cannot be maintained or considered on
22 rehearing. See *Achrem v. Expressway Plaza Ltd. P'ship*, 112 Nev. 737, 742, 917 P.2d 447, 450
23 (1996);
24
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1 81. There is no basis for an Evidentiary Hearing under NRCP 59(a). There were no
2 irregularities in the proceedings of the court, or any order of the court, or abuse of discretion
3 whereby either party was prevented from having a fair trial. There was no misconduct of the
4 court or of the prevailing party. There was no accident or surprise which ordinary prudence
5 could not have guarded against. There was no newly discovered evidence material for the party
6 making the motion which the party could not, with reasonable diligence, have discovered or
7 produced at trial. There were no excessive damages being given under the influence of passion
8 of prejudice, and there were no errors in law occurring at the trial and objected to by the party
9 making the motion. If anything, the fact that Defendants were awarded 56% of their incurred
10 attorneys' fees and costs relating to the preliminary injunction issues, and denied additional
11 sanctions pursuant to NRCP 11, demonstrates this Court's evenhandedness and fairness to the
12 Plaintiffs;
13

14
15 82. Plaintiffs are not automatically entitled to an Evidentiary Hearing on the issue of
16 attorneys' fees and costs, and the decision to forego an evidentiary hearing does not deprive a
17 party of due process rights if the party has notice and an opportunity to be heard. *Lim v. Willick*
18 *Law Grp.*, No. 61253, 2014 WL 1006728, at *1 (Nev. Mar. 13, 2014). *See, also, Jones v. Jones*,
19 *22016 WL 3856487, Case No. 66632 (2016)*;
20

21 83. In this case, Plaintiffs had notice and the opportunity to be heard, and already
22 presented to the Court the evidence they would seek to present about why they filed a Motion for
23 a Preliminary Injunction against these Defendants, having argued at the September 27, 2016
24 Hearing, the October 11, 2016 Hearing, the November 1, 2016 Hearing and the January 10, 2017
25 hearing that they had "vested rights to enforce "restrictive covenants" against Defendants under
26 the *Gladstone v. Gregory* case. Those arguments fail;
27
28

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

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

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

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

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

6
7 89. Plaintiffs' arguments regarding how "frivolous" is defined by NRCP 11 is
8 irrelevant because those additional sanctions against Plaintiffs' counsel were denied as moot, in
9 light of the Court awarding Defendants attorneys' fees and costs under NRS 18.010(2)(b) and
10 EDCR 7.60;

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

19
20 91. NRS 18.010, EDCR 7.60 and NRCP 11 are distinct rules and statutes, and the
21 Court can apply any of the rules and statutes which are applicable;

22
23 92. NRS § 18.010 makes allowance for attorney's fees when the Court finds that the
24 claim of the opposing party was brought without reasonable ground or to harass the prevailing
25 party, and/or in bad faith. *NRS 18.010(2)(b)*. A frivolous claim is one that is, "both baseless and
26 made without a reasonable competent inquiry." *Bergmann v. Boyce*, 109 Nev. 670, 856 P.2d
27 560 (1993). Sanctions or attorneys' fees may be awarded where the pleading fails to be well
28

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

6
7 93. NRS 18.010 (2) provides that: "The court shall liberally construe the provisions
8 of this paragraph in favor of awarding attorney's fees in all appropriate situations. It is the intent
9 of the Legislature that the court award attorney's fees pursuant to this paragraph and impose
10 sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all appropriate
11 situations to punish for and deter frivolous or vexatious claims and defenses because such claims
12 and defenses overburden limited judicial resources, hinder the timely resolution of meritorious
13 claims and increase the costs of engaging in business and providing professional services to the
14 public."

15
16 94. EDCR 7.60(b) provides, in pertinent part, for the award of fees when a party
17 without just cause: (1) Presents to the court a motion or an opposition to a motion which is
18 obviously frivolous, unnecessary or unwarranted, (3) So multiplies the proceedings in a case as
19 to increase costs unreasonably and vexatiously, and (4) Fails or refuses to comply with these
20 rules;

21
22 95. An award of attorney's fees and costs in this case was appropriate, as Plaintiffs'
23 claims were baseless and Plaintiffs' counsel did not make a reasonable and competent inquiry
24 before proceeding with their first Motion for Preliminary Injunction after receipt of the
25 Opposition, and in filing their second Preliminary Injunction Motion, their Motion for Rehearing
26 or their Motion for Stay Pending Appeal, particularly in light of the hearing the day prior.
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1 Plaintiffs' Motions were the epitome of a pleading that "fails to be well grounded in fact and
2 warranted by existing law and where the attorney fails to make a reasonable competent inquiry;"

3 96. There was absolutely no competent evidence to support the contentions in
4 Plaintiffs' Motions--neither the purported "facts" they asserted, nor the "irreparable harm" that
5 they alleged would occur if their Motions were denied. There was no Affidavit or Declaration
6 filed supporting those alleged facts, and Plaintiffs even changed the facts of this case to suit their
7 needs by transferring title to their property mid-litigation after the Opposition to Motion for
8 Preliminary Injunction had been filed by Defendants. Plaintiffs were blindly asserting "vested
9 rights" which they had no right to assert against Defendants;
10

11 97. Plaintiffs certainly did not, and cannot present any set of circumstances under
12 which they would have had a good faith basis in law or fact to assert their Motion for
13 Preliminary Injunction against the non-Applicant Defendants whose names do not appear on the
14 Applications. The non-Applicant Defendants had nothing to do with the Applications, and
15 Plaintiffs maintenance of the Motion against the non-Applicant Defendants, named personally,
16 served no purpose but to harass and annoy and cause them to incur unnecessary fees and costs;
17

18 98. On October 21, 2016, Defendants filed their Motion for Attorneys' Fees and
19 Costs, seeking an award of attorneys' fees and costs pursuant to EDCR 7.60 and NRS 18.070,
20 which was set to be heard in Chambers on November 21, 2016. Plaintiffs filed a response on
21 November 17, 2016, which was considered by the Court;
22

23 99. Defendants have been forced to incur significant attorneys' fees and costs to
24 respond to the repetitive filings of Plaintiffs. Plaintiffs' Motions are without merit and
25 unnecessarily duplicative, and made a repetitive advancement of arguments that were without
26 merit, even after the Court expressly warned Plaintiffs that they were "too close" to the dispute;
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1 100. Plaintiff, Robert N. Peccole, Esq., by being so personally close to the case, is so
2 blinded by his personal feelings that he is ignoring the key issues central to the causes of action
3 and failing to recognize that continuing to pursue flawed claims for relief, and rehashing the
4 arguments again and again, following the date of the Defendants' September 2, 2016 Opposition,
5 is improper and unnecessarily harms Defendants;
6

7 101. In making an award of attorneys' fees and costs, the Court shall consider the
8 quality of the advocate, the character of the work to be done, the work actually performed, and
9 the result. *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969). Defendants
10 submitted, pursuant to the *Brunzell* case, affidavits regarding attorney's fees and costs they
11 requested. The Court, in its separate Order of January 20, 2017, has analyzed and found, and
12 now reaffirms, that counsel meets the *Brunzell* factors, that the costs incurred were reasonable
13 and actually incurred pursuant to *Cadle Co. v. Woods & Erickson LLP*, 131 Nev. Adv. Op. 15
14 (Mar. 26, 2015), and outlined the reasonableness and necessity of the attorneys' fees and costs
15 incurred, to which there has been no challenge by Plaintiffs;
16

17 102. Plaintiffs were on notice that their position was maintained without reasonable
18 ground after the September 2, 2016 filing of Defendants' Opposition to the first Motion for
19 Preliminary Injunction. The voluminous documentation attached thereto made clear that the
20 Master Declaration does not apply to Defendants' land which was not annexed into the
21 Queensridge CIC. Thus, relating to the preliminary injunction issues, the sums incurred after
22 September 2, 2016 were reasonable and necessary, as Plaintiffs continued to maintain their
23 frivolous position and filed multiple, repetitive documents which required response;
24

25 103. Defendants are the prevailing party when it comes to Defendants' Motions for
26 Preliminary Injunction, Motion for Stay Pending Appeal and Motion for Rehearing filed in
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1 September and October, and Plaintiffs' position was maintained without reasonable ground or to
2 harass the prevailing party. *NRS 18.010*;

3 104. Plaintiffs presented to the court motions which were, or became, frivolous,
4 unnecessary or unwarranted, in bad faith, and which so multiplied the proceedings in a case as to
5 increase costs unreasonably and vexatiously, and failed to follow the rules of the Court. *EDCR*
6 *7.60*;

7
8 105. Given these facts, there is no basis to hold an Evidentiary Hearing with respect to
9 the Order granting Defendants' attorneys' fees and costs, and the Order should stand;

10 **Plaintiffs' Opposition to Countermotion for Fees and Costs**

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

14 107. The Opposition to that Motion was required to be filed on or before November
15 10, 2016. It was not filed until January 7, 2017;

16 108. Separately, Plaintiffs filed a "response" to the Motion for Attorneys' Fees and
17 Costs, and Supplement thereto, on November 17, 2016. As indicated in the Court's November
18 21, 2016 Minute Order, as confirmed by and incorporated into the Fee Order filed January 20,
19 2017, that Response was reviewed and considered;

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

23 110. There is sufficient basis to strike this untimely Opposition pursuant to EDCR 2.21
24 and NRCP 56(e) and the same can be construed as an admission that the Motion was meritorious
25 and should be granted;
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1 111. On the merits, Plaintiffs' "assumptions" that "attorneys' fees and costs are being
2 requested based upon the Motion to Dismiss" and that "sanctions under Rule 11 for filing a
3 Motion for Preliminary Injunction against Fore Stars Defendants" is incorrect. As made clear by
4 the itemized billing statements submitted by Defendants, none of the attorneys' fees and costs
5 requested within that Motion related to the Motion to Dismiss. Further, this is also clear because
6 at the time the Motion for Attorneys' Fees and Costs was filed, the hearings on the City's Motion
7 to Dismiss, or the remaining Defendants' Motion to Dismiss, had not even occurred;

9 112. Plaintiffs erroneously claim that Defendants cited "no statutes or written contracts
10 that would allow for attorneys' fees and costs." Defendants clearly cited to NRS 18.010 and
11 EDCR 7.60;

12 113. The argument that if this Court declines to sanction Plaintiffs' counsel pursuant to
13 NRCP 11, they cannot grant attorneys' fees and costs pursuant to NRS 18.010 and EDCR 7.60 is
14 nonsensical. These are district statutes with distinct bases for awarding fees;
15

16 114. This Court was gracious to Plaintiffs' counsel in exercising its sound discretion in
17 denying the Rule 11 request, and had solid ground for awarding EDCR 7.60 sanctions and
18 attorneys' fees under NRS 18.010 under the facts;

19 115. Since Motion for Attorneys' Fees and Costs, and Supplement, was not relating to
20 the Motion to Dismiss, the arguments regarding the frivolousness of the Amended Complaint
21 need not be addressed within this section;
22

23 116. The argument that Plaintiffs are entitled to fees because they "are the prevailing
24 party under the Rule 11 Motion" fails. Defendants prevailed on every Motion. That the Court
25 declined to impose additional sanctions against Plaintiffs' counsel does not make Plaintiffs the
26 "prevailing party," as the Motion for Attorneys' Fees and Costs was granted. Moreover,
27 Plaintiffs have not properly sought Rule 11 sanctions against Defendants;
28

1 117. There is no statute or rule that allows for the filing of an Opposition after a
2 Motion has been granted. The Opposition was improper and should not have been belatedly
3 filed. It compelled Defendants to further respond, causing Defendants to incur further
4 unnecessary attorneys' fees and costs;

5 **Plaintiffs' Motion for Court to Reconsider Order of Dismissal**
6

7 118. Plaintiffs seek reconsideration pursuant to NRCP 60(b) based on the alleged
8 "misrepresentation" of the Defendants regarding the Amended Master Declaration at the
9 November 1, 2016 Hearing;

10 119. No such "misrepresentation" occurred. The record reflects that Mr. Jimmerson
11 was reading correctly from the first page of the Amended Master Declaration, which states it was
12 "effective October, 2000." The Court understood that to be the effective date and not necessarily
13 the date it was signed or recorded. Defendants also provided the Supplemental Exhibit R which
14 evidenced that the Amended Master Declaration was recorded on August 16, 2002, and
15 reiterated it was "effective October, 2000," as Defendants' counsel accurately stated. This
16 exhibit also negated Plaintiffs' earlier contention that the Amended Master Declaration had not
17 been recorded at all. Therefore, not only was there no misrepresentation, there was transparency
18 by the Defendants in open Court;
19

20 120. The Amended Master Declaration did not "take out" the 27-hole golf course from
21 the definition of "Property," as Plaintiffs erroneously now allege. More accurately, it excluded
22 the entire 27-hole golf course from the possible Annexable Property. This means that not only
23 was it never annexed, and therefore never made part of the Queensridge CIC, but it was no
24 longer even *eligible* to be annexed in the future, and thus could never become part of the
25 Queensridge CIC;
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1 121. It is significant, however, that there are two (2) recorded documents, the Master
2 Declaration and the Amended Master Declaration, which both make clear in Recital A that the
3 GC Land, since it was not annexed, is not a part of the Queensridge CIC;

4 122. Whether the Amended Master Declaration, effective October, 2000, was recorded
5 in October, 2000, March, 2001 or August, 2002, does not matter, because, as Defendants pointed
6 out at the hearing, Mr. Peccole's July 2000 Deed indicated it was "subject to the CC&Rs that
7 were recorded at the time and as may be amended in the future" and that the "CC&Rs which he
8 knew were going to be amended and subject to being amended, were amended;"

9 123. The only effect of the Amended Master Declaration's language that the "entire
10 27-hole golf course is not a part of the Property or the Annexable Property" instead of just the
11 "18 holes," is that the 9 holes which were never annexed were no longer even annexable.
12 Effectively, William and Wanda Peccole and their entities took that lot off the table and made
13 clear that this lot would not and could not later become part of the Queensridge CIC;

14 124. None of that means that the 9-holes was a part of the "Property" before—as this
15 Court clearly found, it was not. The 1996 Master Declaration makes clear that the 9-holes was
16 only Annexable Property, and it could only become "Property" by recording a Declaration of
17 Annexation. This never occurred;

18 125. The real relevance of the fact that the Amended Master Declaration was recorded,
19 in the context of the Motion to Dismiss, is that, pursuant to *Brelint v. Preferred Equities*, 109
20 Nev. 842, the Court is permitted to take judicial notice of, and take into consideration, recorded
21 documents in granting or denying a motion to dismiss;

22 126. Plaintiffs ignore the fact that notwithstanding the fact that the Amended Master
23 Declaration, effective October, 2000, was not recorded until August, 2002, Plaintiffs transferred
24 Deed to their lot twice, once in 2013 into their Trust, and again in September, 2016, both times
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1 after the Amended Master Declaration (which they were, under their Deeds, subject to) was
2 recorded and both times with notice of the development rights and zoning rights associated with
3 the adjacent GC Land;

4 127. Plaintiffs' argument that the Amended Master Declaration is "invalid" because it
5 "did not contain the certification and signatures of the Association President and Secretary" is
6 irrelevant, since the frivolousness of Plaintiffs' position is based on the original Master
7 Declaration and not the amendment. But this Court notes that the Declarations of Annexation
8 which are recorded do not contain such signatures of the Association President and Secretary
9 either. Hypothetically, if that renders such Declarations of Annexation "invalid," then Parcel 19,
10 where Plaintiffs' home sits, was never properly "annexed" into the Queensridge CIC, and thus
11 Plaintiffs would have no standing to assert the terms of the Master Declaration against anyone,
12 even other members of the Queensridge CIC. This last minute argument is without basis in fact
13 or law;

14 128. A Motion for reconsideration under EDCR 2.24 is only appropriate when
15 "substantially different evidence is subsequently introduced or the decision is clearly erroneous."
16 *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741,
17 941 P.2d 486, 489 (1997). And so motions for reconsideration that present no new evidence or
18 intervening case law are "superfluous," and it is an "abuse of discretion" for a trial court to
19 consider such motions. *Moore v. City of Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (76).

20 129. Plaintiffs' request that the Order be reconsidered because it does not consider
21 issues subsequent to the City Council Meeting of November 16, 2016 is also without merit. The
22 Motion to Dismiss was heard on November 1, 2016 and the Court allowed the parties until
23 November 15, 2016 to supplement their filings. Although late filed, Plaintiffs did file
24 "Additional Information to Brief," and their "Renewed Motion for Preliminary Injunction," on
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1 November 18, 2016—before issuance of the *Findings of Fact, Conclusions of Law, Order and*
2 *Judgment* on November 30th --putting the Court on notice of what occurred at the City Council
3 Meeting. However, as found hereinabove, the withdrawal and abeyance of City Council
4 Applications does not matter in relation to the Motion to Dismiss. Plaintiffs did not possess
5 “vested rights” over Defendants’ GC Land before the meeting and they do not possess “vested
6 rights” over it now;
7

8 130. Plaintiffs’ objection to the Findings relating NRS 116, NRS 278, NRS 278A and
9 R-PD7 zoning is also without merit, because those Findings are supported by the Supplements
10 timely filed by Defendants, and those statutes and the zoning issue are all relevant to this case
11 with respect to Defendants’ right to develop their land. This was raised and discussed in the
12 Motion to Dismiss and Opposition to the first Motion for Preliminary Injunction, and properly
13 and timely supplemented. Defendants did specifically and timely submit multiple documents,
14 including the Declaration of City Clerk Luann Holmes to attest to the fact that NRS 278A does
15 not apply to this controversy, and thus it is clear that the GC Land is not part of or within a
16 planned unit development. Plaintiffs do not even possess standing to assert a claim under NRS
17 278A, as they are governed by NRS 116. Further, Defendants’ deeds contain no title exception or
18 reference to NRS 278A, as would be required were NRS 278A to apply, which it does not;
19

20 21 131. Recital B of the Master Declaration states that Queensridge is a “common interest
22 community pursuant to Chapter 116 of the Nevada Revised Statutes.” Plaintiffs raised issues
23 concerning NRS 278A. While Plaintiffs may not have specifically cited NRS 278A in their
24 Amended Complaint, in paragraph 67, they did claim that “The City of Las Vegas with respect to
25 the Queensridge Master Planned Development required ‘open space’ and ‘flood drainage’ upon
26 the acreage designated as golf course (The Badlands Golf Course).” NRS 278A, entitled
27 “Planned Unit Development,” contains a framework of law on Planned Unit Developments, as
28

1 defined therein, and their 'common open space.' NRS 116.1201(4) states that the provisions of
2 NRS 278A do not apply to NRS 116 common-interest communities like Queensridge. Thus,
3 while Plaintiffs may not have directly mentioned NRS 278A, they did make an allegation
4 invoking its applicability;

5
6 132. Zoning on the subject GC Land is appropriately referenced in the November 30,
7 2016 *Findings of Fact, Conclusions of Law, Order and Judgment*, because Plaintiffs contended
8 that the Badlands Golf Course was open space and drainage, but the Court rejected that
9 argument, finding that the subject GC Land was zoned R-PD7;

10 133. Plaintiffs now allege that alter-ego claims against the individual Defendants
11 (Lowie, DeHart and Pankratz) should not have been dismissed without giving them a chance to
12 investigate and flush out their allegations through discovery. But no alter ego claims were made,
13 and alter ego is a remedy, not a cause of action. The only Cause of Action in the Amended
14 Complaint that could possibly support individual liability by piercing the corporate veil is the
15 Fraud Cause of Action. The Court has rejected Plaintiffs' Fraud Cause of Action, not solely on
16 the basis that it was not plead with particularity, but, more importantly, on the basis that
17 Plaintiffs failed to state a claim for Fraud because Plaintiffs have never alleged that Lowie,
18 DeHart or Pankratz made any false representations to them prior to their purchase of their lot.
19 The Court further notes that in Plaintiffs' lengthy oral argument before the Court, the Plaintiffs
20 did not even mention its claim for, or a basis for, its fraud claim. The Plaintiffs have offered
21 insufficient basis for the allegations of fraud in the first place, and any attempt to re-plead the
22 same, on this record, is futile;

23
24 134. Fraud requires a false representation, or, alternatively an intentional omission
25 when an affirmative duty to represent exists. See *Lubbe v. Barba*, 91 Nev. 596, 541 P.2d 115
26 (1975). Plaintiffs alleged Fraud against Lowie, DeHart and Pankratz, while admitting they never
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1 spoke with any of the prior to the purchase of their lot and have never spoken to them prior to
2 this litigation. Plaintiffs' Fraud Cause of Action was dismissed because they cannot state facts
3 that would support the elements of Fraud. No amount of additional time will cure this
4 fundamental defect of their Fraud claim;

5
6 135. Plaintiffs claim that the GC Land that later became the additional nine holes was
7 "Property" subject to the CC&Rs of the Master Declaration at the time they purchased their lot,
8 because Plaintiffs purchased their lot between execution of the Master Declaration (which
9 contains an exclusion that "The existing 18-hole golf course commonly known as the 'Badlands
10 Golf Course' is not a part of the Property or the Annexable Property") and the Amended and
11 Restated Master Declaration (which provides that "The existing 27-hole golf course commonly
12 known as the 'Badlands Golf Course' is not a part of the Property or the Annexable Property").
13 is meritless, since it ignores the clear and unequivocal language of Recital A (of both documents)
14 that "In no event shall the term "Property" include any portion of the Annexable Property for
15 which a Declaration of Annexation has not been Recorded..."

16
17 136. All three of Plaintiffs' claims for relief in the Amended Complaint are based on
18 the concept of Plaintiffs' alleged vested rights, which do not exist against Defendants;

19
20 137. There was no "misrepresentation," and there is no basis to set aside the Order of
21 Dismissal;

22
23 138. In order for a complaint to be dismissed for failure to state a claim, it must appear
24 beyond a doubt that the plaintiff could prove no set of facts which, if accepted by the trier of fact,
25 would entitle him or her to relief. *Blackjack Bonding v. City of Las Vegas Mun. Court*, 116 Nev.
26 1213, 1217, 14 P.3d 1275, 1278 (2000) (emphasis added);

27
28 139. It must draw every fair inference in favor of the non-moving party. *Id.* (emphasis
added);

1 140. Generally, the Court is to accept the factual allegations of a Complaint as true on
2 a Motion to Dismiss, but the allegations must be legally sufficient to constitute the elements of
3 the claim asserted. *Carpenter v. Shalev*, 126 Nev. 698, 367 P.3d 755 (2010);

4 141. Plaintiffs have failed to state a claim upon which relief can be granted, even with
5 every fair inference in favor of Plaintiffs. It appears beyond a doubt that Plaintiffs can prove no
6 set of facts which would entitle them to relief. The Court has grave concerns about Plaintiffs'
7 motives in suing these Defendants for fraud in the first instance;

8
9 **Defendants' Memorandum of Costs and Disbursements**

10 142. Defendants' Memorandum of Costs and Disbursements was timely filed and
11 served on December 7, 2016;

12 143. Pursuant to NRS 18.110, Plaintiffs were entitled to file, within three (3) days of
13 service of the Memorandum of Costs, a Motion to Retax Costs. Such a Motion should have been
14 filed on or before December 15, 2016

15 144. Plaintiffs failed to file any Motion to Retax Costs, or any objection to the costs
16 whatsoever. Plaintiffs have therefore waived any objection to the Memorandum of Costs, and
17 the same is now final;

18 145. Defendants have provided evidence to the Court along with their Verified
19 Memorandum of Costs and Disbursements, demonstrating that the costs incurred were
20 reasonable, necessary and actually incurred. *Cadle Co. v. Woods & Erickson LLP*, 131 Nev.
21 Adv. Op. 15 (Mar. 26, 2015);

22
23 **Defendants' Countermotions for Attorneys' Fees and Costs**

24 146. The Court has allowed Plaintiffs to enter thirteen (13) exhibits, only three (3) of
25 which had been previously produced to opposing counsel, by attaching them to Plaintiffs'
26 "Additional Information to Renewed Motion for Preliminary Injunction," filed November 28,
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1 2016. The Exhibits should have been submitted and filed on or before November 15, 2016, in
2 advance of the hearing, and shown to counsel before being marked. The Court has allowed
3 Plaintiffs to make a record and to enter never before disclosed Exhibits at this post-judgment
4 hearing, including one document dated January 6, 2017, over Defendants' objection that there
5 has been no Affidavit or competent evidence to support the genuineness and authenticity of these
6 documents, as well as because of their untimely disclosure. The Court notes that Plaintiffs
7 should have been prepared for their presentation and these Exhibits should have been prepared,
8 marked and disclosed in advance, but Plaintiffs failed to do so, *EDCR 7.60(b)(2)*;

10 147. The efforts of Plaintiffs throughout these proceedings to repeatedly, vexatiously
11 attempt to obtain a Preliminary Injunction against Defendants has indeed resulted in prejudice
12 and substantial harm to Defendants. That harm is not only due to being forced to incur
13 attorneys' fees, but harm to their reputation and to their ability to obtain financing or refinancing,
14 just by the pendency of this litigation;

16 148. Plaintiffs are so close to this matter that even with counsel's experience, he fails
17 to follow the rules in this litigation. Plaintiffs' accusation that the Court was "sleeping" during
18 his oral argument, when the Court was listening intently to all of Plaintiffs' arguments, is
19 objectionable and insulting to the Court. It was extremely unprofessional conduct by Plaintiff;

21 149. Plaintiffs' claim of an alleged representation that the golf course would never be
22 changed, if true, was alleged to have occurred sixteen (16) years prior to Defendants acquiring
23 the membership interests in Fore Stars, Ltd. Of the nineteen (19) Defendants, twelve (12) were
24 relatives of Plaintiffs or entities of relatives, all of whom were voluntarily dismissed by
25 Plaintiffs. The original Complaint faulted the Peccole Defendants for not "insisting on a
26 restrictive covenant" on the golf course limiting its use, which would not have been necessary if
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1 the Master Declaration applied. This was a confession of the frivolousness of Plaintiffs' position.
2 *NRS 18.010(2)(b); EDCR 7.60(b)(1);*

3 150. Between September 1, 2016 and the date of this hearing, there were
4 approximately ninety (90) filings. This multiplication of the proceedings vexatiously is in
5 violation of EDCR 7.60. *EDCR 7.60(b)(3);*

6 151. Three (3) Defendants, Lowie, DeHart and Pankratz, were sued individually for
7 fraud, without one sentence alleging any fraud with particularity against these individuals. The
8 maintenance of this action against these individuals is a violation itself of NRS 18.010, as bad
9 faith and without reasonable ground, based on personal animus;
10

11 152. Additionally, EDCR 2.30 requires that any Motion to amend a complaint be
12 accompanied by a proposed amended Complaint. Plaintiffs' failure to do so is a violation of
13 EDCR 2.30. *EDCR 7.60(b)(4);*

14 153. Plaintiffs violated EDCR 2.20 and EDCR 2.21 by failing to submit their Motions
15 upon sworn Affidavits or Declarations under penalty of perjury, which cannot be cured at the
16 hearing absent a stipulation. *Id.*;

17 154. Plaintiffs did not file any post-judgment Motions under NRCP 52 or 59, and two
18 of their Motions, namely the *Motion to Reconsider Order of Dismissal* and the *Motion for*
19 *Evidentiary Hearing and Stay of Order for Rule 11 Fees and Costs*, were untimely filed after the
20 10 day time limit contained within those rules, or within EDCR 2.24.

21 155. Plaintiffs also failed to seek leave of the Court prior to filing its Renewed Motion
22 for Preliminary Injunction or its Motion to Reconsider Order of Dismissal. *Id.*;

23 156. Plaintiffs' Opposition to Countermotion for Attorneys' Fees and Costs, filed
24 January 5, 2017, was an extremely untimely Opposition to the October 21, 2016 Motion for
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1 Attorneys' Fees and Costs, which was due on or before November 10, 2016. All of these are
2 failures or refusals to comply with the Rules. *EDCR 7.60(b)(4)*;

3 157. While it does not believe Plaintiffs are intentionally doing anything nefarious,
4 they are too close to this matter and they have refused to heed the Court's Orders, Findings and
5 rules and their actions have severely harmed the Defendants;

6 158. While Plaintiffs claim to have researched the *Eagle Thrifty* case prior to filing the
7 initial Complaint, admitting they were familiar with the requirement to exhaust the
8 administrative remedies, they filed the first Motion for Preliminary Injunction anyway, in which
9 they failed to even cite to the *Eagle Thrifty* case, let alone attempt to exhaust their administrative
10 remedies;
11

12 159. Plaintiffs' motivation in filing these baseless "preliminary injunction" motions
13 was to interfere with, and delay, Defendants' development of their land, particularly the land
14 adjoining Plaintiffs' lot. But while the facts, law and evidence are overwhelming that Plaintiffs
15 ultimately could not deny Defendants' development of their land, Plaintiffs have continued to
16 maintain this action and forced Defendants to incur substantial attorneys' fees to respond to the
17 unsupported positions taken by Plaintiffs, and their frivolous attempt to bypass City Ordinances
18 and circumvent the legislative process. These actions continue with the current four (4) Motions
19 and the Opposition;
20

21 160. Plaintiffs' Renewed Motion for Preliminary Injunction (a sixth attempt),
22 Plaintiffs' untimely Motion to Amend Amended Complaint (with no proposed amendment
23 attached), Plaintiffs' untimely Motion to Reconsider Order of Dismissal, Plaintiffs' Motion for
24 Evidentiary Hearing and Stay of Rule 11 Fees and Costs (which had been denied) and Plaintiffs'
25 untimely Opposition were patently frivolous, unnecessary, and unsupported, and so multiplied
26 the proceedings in this case so as to increase costs unreasonably and vexatiously;
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1 161. Plaintiffs proceed in making “scurrilous allegations” which have no merit, and to
2 asset “vested rights” which they do not possess against Defendants;

3 162. Considering the length of time that the Plaintiffs have maintained their action, and
4 the fact that they filed four (4) new Motions after dismissal of this action, and ignored the prior
5 rulings of the Court in doing so, and ignored the rules, and continued to name individual
6 Defendants personally with no basis whatsoever, the Court finds that Plaintiffs are seeking to
7 harm the Defendants, their project and their land, improperly and without justification.
8 Plaintiffs’ emotional approach and lack of clear analysis or care in the drafting and submission of
9 their pleadings and Motions warrant the award of reasonable attorney’s fees and costs in favor of
10 the Defendants and against the Plaintiffs. *See EDCR 7.60 and NRS 18.010(b)(2)*;

11 163. Pursuant to *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31
12 (1969), Defendants have submitted affidavits regarding attorney’s fees and costs they requested,
13 in the sum of \$7,500 per Motion. Considering the number of Motions filed by Plaintiffs on an
14 Order Shortening Time, including two not filed or served until December 22, 2016, and an
15 Opposition and Replies to two Motions filed by Plaintiffs on January 5, 2017, which required
16 response in two (2) business days, the requested sum of \$7,500 in attorneys’ fees per each of the
17 four (4) motions is most reasonable and necessarily incurred. Given the detail within the filings
18 and the timeframe in which they were prepared, the Court finds these sums , totaling \$30,000
19 (\$7,500 x 4) to have been reasonably and necessarily incurred;

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23 **Plaintiffs’ Oral Motion for Stay Pending Appeal.**

24 164. Plaintiffs failed to satisfy the requirements of NRAP 8 and NRCP 62(c). Plaintiffs
25 failed to show that the object of their potential appeal will be defeated if their stay is denied, they
26 failed to show that they would suffer irreparable harm or serious injury if the stay is not issued,
27 and they failed to show a likelihood of success on the merits.
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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

1 in attorneys' fees and \$5,406 in costs relating only to the preliminary injunction issues after the
2 September 2, 2016 filing of Defendants' first Opposition through the end of the October, 2016
3 billing cycle, is hereby confirmed and collectible by any lawful means;

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants
5 Counter-motion for Attorneys' Fees relating to their responses to Plaintiffs four (4) motions and
6 one (1) opposition, and the time for appearance at this hearing, is hereby GRANTED.
7 Defendants are hereby awarded additional attorneys' fees in the sum of \$30,000 relating to those
8 matters pending for this hearing;

9
10 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, therefore,
11 Defendants are awarded a total sum of \$128,131.22 (\$20,818.72 in attorneys' fees and costs,
12 including the \$5,406 in the November 21, 2016 Minute Order and confirmed by the Fee Order
13 filed January 20, 2017, \$77,312.50 in attorneys' fees pursuant to the November 21, 2016 Minute
14 Order, as incorporated within and confirmed by Fee Order filed January 20, 2017, and \$30,000
15 in additional attorneys' fees relating to the instant Motions, Oppositions and Counter-motions
16 addressed in this Order), which is reduced to judgment in favor of Defendants and against
17 Plaintiffs, collectible by any lawful means, plus legal interest;

18
19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs' oral Motion
20 for Stay pending appeal is hereby denied;

21 DATED this 31 day of January, 2017.

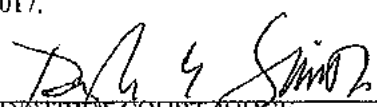
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24 DISTRICT COURT JUDGE
A-16-739654-C
25 BA
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Exhibit 174

IN THE SUPREME COURT OF THE STATE OF NEVADA

ROBERT N. PECCOLE; AND NANCY A.
PECCOLE,
Appellants,
vs.

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;
YOHAN LOWIE, AN INDIVIDUAL;
VICKIE DEHART, AN INDIVIDUAL;
AND FRANK PANKRATZ, AN
INDIVIDUAL,
Respondents.

ROBERT N. PECCOLE; AND NANCY A.
PECCOLE, INDIVIDUALS,
Appellants,
vs.

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;
YOHAN LOWIE, AN INDIVIDUAL;
VICKIE DEHART, AN INDIVIDUAL;
AND FRANK PANKRATZ, AN
INDIVIDUAL,
Respondents.

No. 72410

FILED

NOV 27 2018

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

No. 72455

ORDER DENYING REHEARING

SUPREME COURT
OF
NEVADA

(S) 1947A

18-905933

005168

15222

This is a petition for rehearing of the October 17, 2018, order affirming district court orders awarding attorney fees and costs and denying NRCP 60(b) relief from a dismissal order in a real property action.¹

On rehearing, appellants argue that this court misconstrued the fact that the later-added 9 holes of the Badlands golf course were subject to the Queensridge Master Declaration of Covenants, Conditions, Restrictions and Easements (CC&Rs). Appellants' assertion, however, is not supported by the record on appeal as public maps and records listed the 9-hole property as annexable property that was never annexed into the Queensridge master community. Appellants also contend that this court overlooked the district court's reliance on the amendment to the CC&Rs to conclude that the 9-hole property was not subject to the Queensridge CC&Rs. But, as recognized by this court's order, the district court concluded that the 9-hole property was not subject to the CC&Rs, regardless of the amendment, and referenced the amendment as secondary support for its conclusion.

Regarding the attorney fees and costs award, appellants assert that this court misapprehended that the fees and costs awarded included two separate judgments, one of which was not granted as a sanction, and thus, there was no authority for the \$30,000 award. Appellants' assertion is belied by the record as the district court specifically awarded the \$30,000 as a sanction. Further, because appellants did not previously challenge the basis for the \$30,000 award, they are precluded from doing so for the first

¹To the extent appellants assert our failure to recuse ourselves in this matter created an appearance of impropriety, appellants failed to timely request we recuse ourselves and we issued a notice of voluntary disclosure before the entry of the order of affirmance.

time on rehearing. NRAP 40(c)(1) (providing that "no point may be raised for the first time on rehearing"). Accordingly, we deny rehearing. NRAP 40(c).

It is so ORDERED.²

Douglas, C.J.
Douglas

Gibbons, J.
Gibbons

Stiglich, J.
Stiglich

cc: Hon. Douglas Smith, District Judge
Peccole & Peccole, Ltd.
The Jimmerson Law Firm, P.C.
Sklar Williams LLP
EHB Companies, LLC
Eighth District Court Clerk

²We grant appellants' November 13, 2018, motion for leave to file a reply and direct the clerk of the court to file the reply submitted by appellants. We have considered the reply in reaching our decision.

Exhibit 175

IN THE SUPREME COURT OF THE STATE OF NEVADA

ROBERT N. PECCOLE; AND NANCY A.
PECCOLE,
Appellants,

vs.

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; YOHAN LOWIE,
AN INDIVIDUAL; VICKIE DEHART, AN
INDIVIDUAL; AND FRANK PANKRATZ,
AN INDIVIDUAL,

Respondents.

ROBERT N. PECCOLE; AND NANCY A.
PECCOLE, INDIVIDUALS,
Appellants,

vs.

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; YOHAN LOWIE,
AN INDIVIDUAL; VICKIE DEHART, AN
INDIVIDUAL; AND FRANK PANKRATZ,
AN INDIVIDUAL,

Respondents.

No. 72410

FILED

OCT 17 2018

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

No. 72455

ORDER OF AFFIRMANCE

These consolidated appeals are from district court orders
awarding attorney fees and costs and denying NRCP 60(b) relief from a

SUPREME COURT
OF
NEVADA

100 1047A 

18-40859

005171

15226

dismissal order in a real property dispute.¹ Eighth Judicial District Court, Clark County; Douglas Smith, Judge.

This case arises out of a dispute appellants have with respondents, who are planning to develop property on which a golf course is presently located, and which appellants argue is subject to development restrictions under the Master Declaration of Covenants, Conditions, Restrictions and Easements (CC&Rs) for the Queensridge community in Las Vegas where appellants reside. Appellants sued respondents for injunctive relief and damages based on theories of impaired property rights and fraud. The district court dismissed appellants' complaint and then denied appellants' motion for NRCP 60(b) relief. Additionally, the district court awarded respondents a total of \$128,131.22 in attorney fees and costs. These appeals followed.

First, appellants argue that the district court abused its discretion in denying NRCP 60(b) relief by relying on an invalid amendment to the CC&Rs in concluding that the golf course property was not subject to the CC&Rs. Because the record supports the district court's determination that the golf course land was not part of the Queensridge community under the original CC&Rs and public maps and records, regardless of the amendment, we conclude the district court did not abuse its discretion in denying appellants' motion for NRCP 60(b) relief. *Cook v. Cook*, 112 Nev. 179, 181-82, 912 P.2d 264, 265 (1996) (providing that the district court has

¹Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted in this appeal.

broad discretion in deciding whether to grant or deny an NRCP 60(b) motion to set aside a judgment, and this court will not disturb that decision absent an abuse of discretion).

Second, appellants contend that the district court violated their procedural due process rights by awarding respondents attorney fees and costs without first holding an evidentiary hearing. We disagree. An evidentiary hearing is not required before an award of attorney fees and costs. *See Pac. Harbor Capital, Inc. v. Carnival Air Lines, Inc.*, 210 F.3d 1112, 1118 (9th Cir. 2000) (providing that the requirement of "an opportunity to be heard" before sanctions may issue "does not require [the court to hold] an oral or evidentiary hearing on the issue"). Appellants had notice of respondents' motions for attorney fees and costs and took advantage of the opportunity to respond to those requests in writing and orally. *Callie v. Bowling*, 123 Nev. 181, 183, 160 P.3d 878, 879 (2007) (recognizing that due process requires notice and opportunity to be heard). Thus, we conclude the district court did not violate appellants' due process rights by failing to hold an evidentiary hearing before awarding respondents attorney fees and costs.

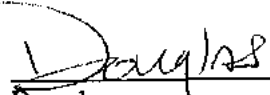
Lastly, appellants assert that appellant Robert Peccole's preparation, research, and 55-year legal career demonstrate that the attorney fees and costs award as a sanction was improper. NRS 18.010(2)(b) permits the district court to award attorney fees to a prevailing party when the court finds that the claim "was brought or maintained without reasonable ground or to harass the prevailing party." Additionally, EDCR 7.60(b) allows the district court to impose a sanction including attorney fees

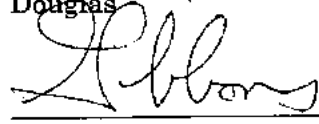
and costs when an attorney or party "without just cause. . . [p]resents to the court a motion or an opposition to a motion which is obviously frivolous, unnecessary or unwarranted. . . [or] multiplies the proceedings in a case as to increase costs unreasonably and vexatiously."

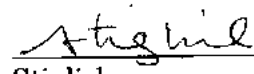
Appellants filed a complaint alleging the golf course land was subject to the CC&Rs when the CC&Rs and public maps of the property demonstrated that the golf course land was not. Further, after the district court denied appellants' first motion for a preliminary injunction and explained its reasoning, appellants filed a second almost identical motion, a motion for rehearing of the denial of one of those motions, and a renewed motion for preliminary injunction, all of which included the same facts or argument. Additionally, the district court repeatedly warned appellants that they were too close to the issue to see it clearly or accept any of the court's decisions and despite this warning, they continued to file repetitive and meritless motions. The district court limited the award to fees and costs incurred in defending the repetitive motions and issued specific findings regarding each of the factors set forth in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969), and the record supports the amount awarded. See *Miller v. Wilfong*, 121 Nev. 619, 623, 119 P.3d 727, 730 (2005) (requiring the district court to consider the *Brunzell* factors when awarding attorney fees). Further, Robert's extensive experience as an attorney is not a factor under *Brunzell* and because the district court was within its discretion to award attorney fees and costs for the repetitive and frivolous parts of the litigation, it is unclear how Robert's extensive legal career would make the award improper. Thus, we conclude the district court did not abuse its discretion in awarding respondents attorney fees and costs. See *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330, 130 P.3d 1280,

1288 (2006) (explaining that this court will not overturn a district court's decision to award attorney fees and costs as a sanction absent a manifest abuse of discretion). Accordingly, we

ORDER the judgments of the district court AFFIRMED.


_____, C.J.
Douglas


_____, J.
Gibbons


_____, J.
Stiglich

cc: Hon. Douglas Smith, District Judge
Ara H. Shirinian, Settlement Judge
Peccole & Peccole, Ltd.
The Jimmerson Law Firm, P.C
Sklar Williams LLP
EHB Companies, LLC
Eighth District Court Clerk

Exhibit 176



MICHELE W. SHAFE

Clark County Assessor

APPRAISAL DIVISION

500 S. Grand Central Pkwy, PO Box 561401, Las Vegas NV 89155-1401

Telephone 702-455-4997

www.ClarkCountyNV.gov/assessor



Stipulation for the State Board of Equalization

September 21, 2017

Seventy Acres LLC ("Taxpayer")

1215 S Fort Apache Road #120

Las Vegas, Nevada 89117

RE: Appeal No. 17-177

Parcel No(s). 138-31-801-003; 138-32-301-005; 138-32-301-007; 138-32-301-004 (collectively "Land")

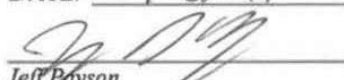
The Appraisal Division of the Clark County Assessor's Office ("Assessor," and together with Taxpayer, the "Parties") has completed the review of the above referenced parcels and the Assessor has determined as follows ("Assessor Determinations"):

- (1) The Land was used as a golf course and therefore, under NRS 361A.170, designated and classified as open-space real property and assessed as an open-space use.
- (2) The Land ceased to be used as a golf course, as defined in NRS 361A.0315, on December 1, 2016. Therefore, the Land no longer falls within the definition of open-space real property, as defined in NRS 361A.040, and is no longer deemed to be used as an open-space use under NRS 361A.050. In accordance with NRS 361A.230, the Land has been disqualified for open-space use assessment.
- (3) The Land has been converted to a higher use in accordance with NRS 361A.031. Therefore, the deferred taxes are owed as provided in NRS 361A.280.

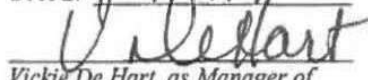
Taxpayer stipulates to and accepts the Assessor Determinations. Notwithstanding the foregoing, the Parties agree that the Taxpayer reserves its right to appeal the 2017/2018 tax year valuation of the applicable parcels identified above, in accordance with NRS 361.310.

By signing below, Taxpayer agrees to the above stipulation.

DATE: 9-25-17


Jeff Payson
Appraisal Division

DATE: 9/25/17


Vickie De Hart, as Manager of
EHB Companies LLC, its Manager
Taxpayer: Seventy Acres LLC



MICHELE W. SHAFE

Clark County Assessor
APPRAISAL DIVISION
500 S. Grand Central Pkwy, PO Box 561401, Las Vegas NV 89155-1401
Telephone 702-455-4997
www.ClarkCountyNV.gov/assessor



Stipulation for the State Board of Equalization

September 21, 2017

Fore Stars, Ltd ("Taxpayer")
1215 S Fort Apache Road #120
Las Vegas, Nevada 89117

RE: Appeal No. 17-175
Parcel No(s). 138-32-202-001; 138-32-210-008; 138-31-212-002;
138-31-610-002; 138-31-713-002; 138-32-210-005 (collectively "Land")

The Appraisal Division of the Clark County Assessor's Office ("Assessor," and together with Taxpayer, the "Parties") has completed the review of the above referenced parcels and the Assessor has determined as follows ("Assessor Determinations"):

- (1) The Land was used as a golf course and therefore, under NRS 361A.170, designated and classified as open-space real property and assessed as an open-space use.
- (2) The Land ceased to be used as a golf course, as defined in NRS 361A.0315, on December 1, 2016. Therefore, the Land no longer falls within the definition of open-space real property, as defined in NRS 361A.040, and is no longer deemed to be used as an open-space use under NRS 361A.050. In accordance with NRS 361A.230, the Land has been disqualified for open-space use assessment.
- (3) The Land has been converted to a higher use in accordance with NRS 361A.031. Therefore, the deferred taxes are owed as provided in NRS 361A.280.

Taxpayer stipulates to and accepts the Assessor Determinations. Notwithstanding the foregoing, the Parties agree that the Taxpayer reserves its right to appeal the 2017/2018 tax year valuation of the applicable parcels identified above, in accordance with NRS 361.310.

By signing below, Taxpayer agrees to the above stipulation.

DATE: 9-25-17

Jeff Payson
Appraisal Division

DATE: 9/25/17

Vickie De Hart, as Manager of
EHB Companies LLC, its Manager
Taxpayer: Fore Stars Ltd.



MICHELE W. SHAFE

Clark County Assessor
APPRAISAL DIVISION

500 S. Grand Central Pkwy, PO Box 561401, Las Vegas NV 89155-1401

Telephone 702-455-4997

www.ClarkCountyNV.gov/assessor



Stipulation for the State Board of Equalization

September 21, 2017

180 Land Co LLC ("Taxpayer")
1215 S Fort Apache Road #120
Las Vegas, Nevada 89117

RE: Appeal No. 17-176
Parcel No(s). 138-31-801-002; 138-31-201-005; 138-31-601-008;
138-31-702-003; 138-31-702-004; 138-31-712-004 (collectively "Land")

The Appraisal Division of the Clark County Assessor's Office ("Assessor," and together with Taxpayer, the "Parties") has completed the review of the above referenced parcels and the Assessor has determined as follows ("Assessor Determinations"):

- (1) The Land was used as a golf course and therefore, under NRS 361A.170, designated and classified as open-space real property and assessed as an open-space use.
- (2) The Land ceased to be used as a golf course, as defined in NRS 361A.0315, on December 1, 2016. Therefore, the Land no longer falls within the definition of open-space real property, as defined in NRS 361A.040, and is no longer deemed to be used as an open-space use under NRS 361A.050. In accordance with NRS 361A.230, the Land has been disqualified for open-space use assessment.
- (3) The Land has been converted to a higher use in accordance with NRS 361A.031. Therefore, the deferred taxes are owed as provided in NRS 361A.280.

Taxpayer stipulates to and accepts the Assessor Determinations. Notwithstanding the foregoing, the Parties agree that the Petitioner reserves its right to appeal the 2017/2018 tax year valuation of the applicable parcels identified above, in accordance with NRS 361.310.

By signing below, Taxpayer agrees to the above stipulation.

DATE: 9-25-17

Jeff Payson
Appraisal Division

DATE: 9/25/17

Vickie De Hart, as Manager of
EHB Companies LLC, its Manager
Taxpayer: 180 Land Co LLC.