

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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**JOINT APPENDIX,
VOLUME NO. 27**

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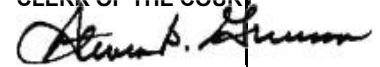
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DISTRICT COURT

CLARK COUNTY, NEVADA

180 LAND CO., LLC, a Nevada limited liability
company, FORE STARS, LTD., DOE INDIVIDUALS,
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,

Defendants.

CASE NO.: A-17-758528-J
DEPT. NO.: XVI

**APPENDIX OF EXHIBITS IN
SUPPORT OF PLAINTIFF
LANDOWNERS' MOTION TO
DETERMINE TAKE AND FOR
SUMMARY JUDGMENT ON
THE FIRST, THIRD AND
FOURTH CLAIMS FOR RELIEF**

VOLUME 4

Plaintiff Landowners hereby submit this Appendix of Exhibits in Support of Their
Motion to Determine Take and for Summary Judgment on the First, Third and Fourth Claims for
Relief.

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
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
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

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
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
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
20	2.15.19 Minute Order re City's Motion to Dismiss	2	000379
21	Respondents' Answer Brief, Supreme Court Case No. 75481	2	000380-000449
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
23	Supreme Court Order of Reversal	2	000464-000470
24	Supreme Court Order Denying Rehearing	2	000471-000472
25	Supreme Court Order Denying En Banc Reconsideration	2	000473-000475
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
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
28	Supreme Court Order of Affirmance	2	000546-000550
29	Supreme Court Order Denying Rehearing	2	000551-000553
30	November 1, 2016 Badlands Homeowners Meeting Transcript	2	000554-000562
31	June 13, 2017 Planning Commission Meeting Verbatim Transcript	2	000563-000566
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

33	June 21, 2017 City Council Meeting Combined Verbatim Transcript	3	000605-000732
34	Declaration of Yohan Lowie	3	000733-000739
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
36	Master Declaration of Covenants, Conditions Restrictions and Easements for Queensridge	3	000742-000894
37	Queensridge Master Planned Community Standards - Section C (Custom Lot Design Guidelines)	3	000895-000896
38	Custom Lots at Queensridge Purchase Agreement, Earnest Money Receipt and Escrow Instructions	3	000897-000907
39	Public Offering Statement for Queensridge North (Custom Lots)	4	000908-000915
40	Deposition of Yohan Lowie, <i>In the Matter of Binion v. Fore Stars</i>	4	000916-000970
41	The City of Las Vegas' Response to Requests for Production of Documents, Set One	4	000971-000987
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
43	Ordinance No. 5353	4	001019-001100
44	Original Grant, Bargain and Sale Deed	4	001101-001105
45	May 23, 2016 Par 4 Golf Management, Inc.'s letter to Fore Stars, Ltd. re Termination of Lease	4	001106-001107
46	December 1, 2016 Elite Golf Management letter to Mr. Yohan Lowie re: Badlands Golf Club	4	001108
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
48	Declaration of Christopher L. Kaempfer	4	001160-001163
49	Clark County Real Property Tax Values	4	001164-001179
50	Clark County Tax Assessor's Property Account Inquiry - Summary Screen	4	001180-001181
51	Assessor's Summary of Taxable Values	5	001182-001183
52	State Board of Equalization Assessor Valuation	5	001184-001189

53	June 21, 2017 City Council Meeting Combined Verbatim Transcript	5	001190-001317
54	August 2, 2017 City Council Meeting Combined Verbatim Transcript	5	001318-001472
55	City Required Concessions signed by Yohan Lowie	5	001473
56	Badlands Development Agreement CLV Comments	5	001474-001521
57	Development Agreement for the Two Fifty, Section Four, Maintenance of the Community	5	001522-001529
58	Development Agreement for the Two Fifty	5	001530-001584
59	The Two Fifty Design Guidelines, Development Standards and Uses	5	001585-001597
60	The Two Fifty Development Agreement's Executive Summary	5	001598
61	Development Agreement for the Forest at Queensridge and Orchestra Village at Queensridge	5	001599-002246
62	Department of Planning Statement of Financial Interest	6	002247-002267
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
64	Department of Planning Statement of Financial Interest	6	002271-002273
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
66	Department of Planning Statement of Financial Interest	6	002276-002279
67	Department of Planning Statement of Financial Interest	6	002280-002290
68	Site Plan for Site Development Review, Parcel 1 @ the 180, a portion of APN 138-31-702-002	6	002291-002306
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
70	Custom Lots at Queensridge North Purchase Agreement, Earnest Money Receipt and Escrow Instructions	7	002309-002501

71	Location and Aerial Maps	7	002502-002503
72	City Photos of Southeast Corner of Alta Drive and Hualapai Way	7	002504-002512
73	February 14, 2017 Planning Commission Staff Recommendations	7	002513-002538
74	June 21, 2017 Planning Commission Staff Recommendations	7	002539-002565
75	February 14, 2017 Planning Commission Meeting Verbatim Transcript	7	002566-002645
76	June 21, 2017 Minute re: City Council Meeting	7	002646-002651
77	June 21, 2017 City Council Staff Recommendations	7	002652-002677
78	August 2, 2017 City Council Agenda Summary Page	7	002678-002680
79	Department of Planning Statement of Financial Interest	7	002681-002703
80	Bill No. 2017-22	7	002704-002706
81	Development Agreement for the Two Fifty	7	002707-002755
82	Addendum to the Development Agreement for the Two Fifty	8	002756
83	The Two Fifty Design Guidelines, Development Standards and Permitted Uses	8	002757-002772
84	May 22, 2017 Justification letter for Development Agreement of The Two Fifty, from Yohan Lowie to Tom Perrigo	8	002773-002774
85	Aerial Map of Subject Property	8	002775-002776
86	June 21, 2017 emails between LuAnn D. Holmes and City Clerk Deputies	8	002777-002782
87	Flood Damage Control	8	002783-002809
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
89	August 24, 2017 Access Denial letter from City of Las Vegas to Vickie Dehart	8	002816
90	19.16.100 Site Development Plan Review	8	002817-002821
91	8.10.17 Application for Walls, Fences, or Retaining Walls	8	002822-002829
92	August 24, 2017 City of Las Vegas Building Permit Fence Denial letter	8	002830

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
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
95	Supreme Court Order of Affirmance, <i>David Johnson, et al. v. McCarran International Airport, et al.</i> , Case No. 53677	8	002838-002845
96	De Facto Taking Case Law From State and Federal Jurisdictions	8	002846-002848
97	Department of Planning Application/Petition Form	8	002849-002986
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
99	January 9, 2018 City Council Staff Recommendations	8	002990-003001
100	Item #44 - Staff Report for SDR-72005 [PRJ-71990] - amended condition #6 (renumbered to #7 with added condition)	8	003002
101	January 9, 2018 WVR-72007 Staff Recommendations	8	003003-003027
102	January 9, 2018 WVR-72004, SDR-72005 Staff Recommendations	8	003028-003051
103	January 9, 2018 WVR-72010 Staff Recommendations	8	003052-003074
104	February 21, 2018 City Council Meeting Verbatim Transcript	8	003075-003108
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
106	May 16, 2018 Council Meeting Verbatim Transcript	9	003119-003192
107	Bill No. 2018-5, Ordinance 6617	9	003193-003201

1	108	Bill No. 2018-24, Ordinance 6650	9	003202-003217
2	109	November 7, 2018 City Council Meeting Verbatim Transcript	9	003218-003363
3	110	October 15, 2018 Recommending Committee Meeting Verbatim Transcript	9	003364-003392
4	111	October 15, 2018 Kaempfer Crowell Letter re: Proposed Bill No. 2018-24 (part 1 of 2)	10	003393-003590
5	112	October 15, 2018 Kaempfer Crowell Letter re: Proposed Bill No. 2018-24 (part 2 of 2)	11	003591-003843
6	113	July 17, 2018 Hutchison & Steffen letter re Agenda Item Number 86 to Las Vegas City Attorney	11	003844-003846
7	114	5.16.18 City Council Meeting Verbatim Transcript	11	003847-003867
8	115	5.14.18 Bill No. 2018-5, Councilwoman Fiore Opening Statement	11	003868-003873
9	116	May 14, 2018 Recommending Committee Meeting Verbatim Transcript	11	003874-003913
10	117	August 13, 2018 Meeting Minutes	11	003914-003919
11	118	November 7, 2018 transcript In the Matter of Las Vegas City Council Meeting, Agenda Item 50, Bill No. 2018-24	12	003920-004153
12	119	September 4, 2018 Recommending Committee Meeting Verbatim Transcript	12	004154-004219
13	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
14	121	August 29, 2018 Bob Coffin email re Recommend and Vote for Ordinance Bill 2108-24	12	004225
15	122	April 6, 2017 Email between Terry Murphy and Bob Coffin	12	004226-004233
16	123	March 27, 2017 letter from City of Las Vegas to Todd S. Polikoff	12	004234-004235
17	124	February 14, 2017 Planning Commission Meeting Verbatim Transcript	12	004236-004237
18	125	Steve Seroka Campaign letter	12	004238-004243
19	126	Coffin Facebook Posts	12	004244-004245
20	127	September 17, 2018 Coffin text messages	12	004246-004257
21	128	September 26, 2018 email to Steve Seroka re: meeting with Craig Billings	12	004258

129	Letter to Mr. Peter Lowenstein re: City's Justification	12	004259-004261
130	August 30, 2018 email between City Employees	12	004262-004270
131	February 15, 2017 City Council Meeting Verbatim Transcript	12	004271-004398
132	May 14, 2018 Councilman Fiore Opening Statement	12	004399-004404
133	Map of Peccole Ranch Conceptual Master Plan (PRCMP)	12	004405
134	December 30, 2014 letter to Frank Pankratz re: zoning verification	12	004406
135	May 16, 2018 City Council Meeting Verbatim Transcript	13	004407-004480
136	June 21, 2018 Transcription of Recorded Homeowners Association Meeting	13	004481-004554
137	Pictures of recreational use by the public of the Subject Property	13	004555-004559
138	Appellees' Opposition Brief and Cross-Brief, <i>Del Monte Dunes at Monterey, Ltd., et al. v. City of Monterey</i>	13	004560-004575
139	Respondent City of Las Vegas' Answering Brief, <i>Binion, et al. v. City of Las Vegas, et al.</i>	13	004576-004578
140	Grant, Bargain and Sale Deed	13	004579-004583
141	City's Land Use Hierarchy Chart	13	004584
142	August 3, 2017 deposition of Bob Beers, pgs. 31-36 - <i>The Matter of Binion v. Fore Stars</i>	13	004585-004587
143	November 2, 2016 email between Frank A. Schreck and George West III	13	004588
144	January 9, 2018 email between Steven Seroka and Joseph Volmar re: Opioid suit	13	004589-004592
145	May 2, 2018 email between Forrest Richardson and Steven Seroka re Las Vegas Badlands Consulting/Proposal	13	004593-004594
146	November 16, 2017 email between Steven Seroka and Frank Schreck	13	004595-004597
147	June 20, 2017 representation letter to Councilman Bob Coffin from Jimmerson Law Firm	13	004598-004600

148	September 6, 2017, City Council Verbatim Transcript	13	004601-004663
149	December 17, 2015 LVRJ Article, Group that includes rich and famous files suit over condo plans	13	004664-04668
150	Affidavit of Donald Richards with referenced pictures attached	14, 15, 16	004669-004830

DATED this 26th day of March, 2021.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of the Law Offices of Kermitt L. Waters, and that on the 26th day of March, 2021, pursuant to NRCP 5(b) and EDCR 8.05(f), a true and correct copy of the foregoing document(s): **APPENDIX OF EXHIBITS IN SUPPORT OF PLAINTIFF LANDOWNERS' MOTION TO DETERMINE TAKE AND FOR SUMMARY JUDGMENT ON THE FIRST, THIRD AND FOURTH CLAIMS FOR RELIEF - VOLUME 4** was made by electronic means pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth Judicial District Court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the mail and addressed to each of the following:

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/s/ Evelyn Washington
Evelyn Washington, an employee of the
Law Offices of Kermitt L. Waters

Exhibit 39

**PUBLIC OFFERING STATEMENT
FOR QUEENSRIDGE NORTH
(Custom Lots)**

1. Name and Address of Developer.

Nevada Legacy 14, LLC,
a Nevada limited liability company
851 South Rampart, Suite 220
Las Vegas, Nevada 89145

2. Name, Address and Type of Common Interest Community.

Queensridge ("Queensridge" or "the Community")
West Charleston Boulevard and Alta Drive between South Rampart Boulevard
and Hualpai Way
Las Vegas, Nevada

Planned Community

3. General Description of the Common Interest Community.

a. Queensridge and Surrounding Areas.

Queensridge is a planned mixed use common interest community consisting of residential and non-residential areas which has been annexed to and is located within the City of Las Vegas, Nevada. Queensridge may, but is not required to, include single family residential subdivisions, attached multi-family dwellings, condominiums, hotels, time share developments, shopping centers, commercial and office developments, a golf course, parks, recreational areas, open spaces, walkways, paths, roadways, drives and related facilities, and any other uses now or hereafter permitted by the Land Use Ordinances which are applicable to the Property. Certain areas within the easternmost portions of the Community are proposed and zoned for multiple-story, luxury residential condominiums. Also, professional offices and retail developments may be developed in areas so designated within the easterly portion of Queensridge. A 27-hole public golf course, currently operated by National Golf Partners, is not part of Queensridge. A neighborhood hotel and casino is planned to be developed adjacent to Queensridge on the corner of Alta Boulevard and Rampart Boulevard. A regional retail shopping mall to be known as Boca Village is planned for the property on the northeast corner of South Rampart Boulevard and West Charleston Boulevard.

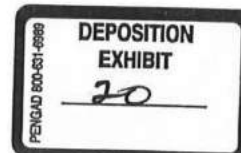
b. Single Family Residential Areas.

It is anticipated that there will be a total of approximately one hundred six (106) Custom Lots in the Community ranging in approximate size from .25 acres to 1.75 acres. The initial phase of Custom Lots (within Queensridge South) consists of approximately forty-four (44) Lots.

1

04/09846/2015 P.O.S. (QUEENSRIDGE NORTH)

September 10, 2001



000908

LO 00004453CLV094051

4994

Marketing of those lots commenced in the fourth calendar quarter of 1996 and continues to be marketed. Marketing has also begun with respect to the second phase of Custom Lots (Peccole West - Parcel 20; consisting of twenty-one (21) Lots), and the third and final phase of Custom Lots (Peccole West Parcel 19; consisting of 41 Lots), both of which phases are located within Queensridge North.

In addition to the Custom Lots, it is estimated that the Community will contain approximately one hundred twenty-six (126) Luxury Lots, approximately one hundred ninety (190) Executive Lots, and approximately three hundred (300) Upgrade Lots.

c. Queensridge North Special Benefits Area Amenities.

The proposed amenities for the Queensridge North Special Benefits Area, which is planned to include approximately two hundred fourteen (214) single family residential units, are an entry gate and guard house, which are completed; a community recreation and fitness center, which is completed; and three parks known as "Children's Park", "Poet's Park" and "View Park", which are completed.

Special Benefits Area Assessments for the Queensridge North Special Benefits Area and for the Orient Express Special Benefits Area and the Verlaine Special Benefits Area will be assessed to the Owners of Custom Lots in addition to any Annual Assessment. The Queensridge North Special Benefits Area includes Units outside the Custom Lot areas.

All Special Benefits Area Assessments are included in the assessment amount described in paragraph 5 below.

4. **Estimated Number of Units.**

It is estimated that there will be a total of approximately four hundred and four (404) Units in the southerly portion of Queensridge, five hundred and sixty five (565) in the easterly portion and seven hundred (700) in the northerly portion, for a total of one thousand six hundred sixty-nine (1669) Units.

5. **Documents.**

Unless otherwise noted, the following documents are attached to this Public Offering Statement and incorporated by reference:

- a. The Master Declaration (attached hereto as **Exhibit "1"**).
- b. The Supplemental Declaration for the Queensridge North Special Benefits Area attached hereto as **Exhibit "2"** and referred to herein as the "Queensridge North Supplemental Declaration."

c. Declaration of Annexation for Queensridge Parcel 20 (Custom Lots) (attached hereto as **Exhibit "3"**).

d. Restated Articles of Incorporation of Queensridge Owners Association (attached hereto as **Exhibit "4"**).

e. The Bylaws of Queensridge Owners Association (attached hereto as **Exhibit "5"**).

f. The Rules and Regulations of Queensridge Owners Association have not yet been adopted by the Board of the Association.

g. Currently there is no balance sheet for Queensridge Owners Association - North Project.

h. The current Budget of the Master Association is attached hereto as **Exhibit "6"**.

i. The current Budget for Queensridge North Special Benefits Area is attached hereto as **Exhibit "7"**.

j. The current Budget for the Orient Express Special Benefits Area is attached hereto as **Exhibit "8"**.

k. The current Budget for the Verlaine Special Benefits Area is attached hereto as **Exhibit "9"**.

(i) A budget reserve for repairs and replacements will be collected as set forth in the Master Declaration and the Budget of the Master Association and the projected budgets of the Queensridge North Special Benefits Area, Orient Express Special Benefits Area and the Verlaine Special Benefits Area.

(ii) The projected monthly installment of the Assessments applicable to the Custom Lots per Assessment Unit for the calendar year 2001 is anticipated to be \$320.00. Each Residential Unit will be assigned one (1) Assessment Unit.

i. The Supplemental Declaration for the Adoption of Section C (Custom Lots) of the Master Planned Community Standards, attached hereto as **Exhibit "10"**.

6. Services or Subsidies Not Reflected in the Budget.

Developer is not providing any services or paying any expenses with regard to the Community which are not reflected in the Budget that Developer anticipates to be Common Expenses of the Association at any subsequent time. Developer has or will enter into a Subsidy Agreement with the Association in lieu of paying Assessments, pursuant to the provisions of the

Master Declaration. Developer is paying the expenses attributable to certain Annexable Property subject to developmental rights owned by Developer. The expenses in connection with the operation and maintenance of such Annexable Property after annexation thereof will become a liability of the Association or the individual Unit Owners subject to the terms of the Master Declaration and any other Applicable Declarations.

7. Initial or Special Fees.

Developer will collect from each purchaser at closing of the sale of a Lot to such purchaser a working capital contribution in an amount equal to three (3) monthly installments of the current Assessments payable by Custom Lot Owners as shown in the initial Budget. In addition, the Developer pays a transfer fee of \$75 at each closing. At that time, the money in escrow will be paid over to the Association to provide capital for its operating funds and/or budget reserves. This working capital contribution will become capital of the Association. The transfer fee payable by Custom Lot Owners who transfer their lots is \$100 and is payable to the Association at the closing of each transfer.

8. Warranties.

All express warranties and all implied warranties are disclaimed and excluded by Developer to the maximum extent permitted by law. No promises, warranties, representations or commitments will be binding on Developer other than those reduced to writing and included in the purchase agreement and/or this public offering statement.

Subject to the foregoing, no express warranty is made by: (a) any affirmation of fact or promise that the Unit or any right or use related thereto will conform to the affirmation of fact or promise made; (b) the description of any physical characteristic of the improvements within the Community, including plans and specifications; (c) any description of the quantity or extent of the real estate comprising the Community, including plots or surveys; and (d) any representation made by any agent of Developer that a purchaser may put the Unit to a specified use, other than residential. All implied warranties (including, without limitation, any implied warranty of merchantability, fitness for particular purpose, and workmanship) are hereby disclaimed and excluded by Developer, except only for implied warranties of quality pursuant to Nevada Revised Statutes (NRS) 116.4114 which apply to the sale of unimproved lots, and those accrue only as specified in NRS 116.4116(2)(a).

No additional express or implied warranties, unless required by law, are made by the Developer.

9. Purchaser's Right to Cancel.

Unless the purchaser has personally inspected the Unit, the purchaser may cancel, by written notice, any contract for purchase of a Unit from a Developer, until midnight of the fifth calendar day following the date of execution of the contract.

10. Unsatisfied Judgments or Pending Suits Against the Association.

None.

11. Fees or Charges for Use of Common Areas or Limited Common Elements.

There are no current or expected fees or charges to be paid by any Owners for use of the Common Areas or other facilities related to the Community, unless the Unit is within a Special Benefits Area, in which case Special Benefits Area Assessments will be payable by such Owner in accordance with the Special Benefits Budget and the Applicable Declarations.

12. Maximum Number of Units.

The Developer has reserved the right in the Master Declaration to create up to three thousand (3,000) Units (including both residential and commercial units).

EC was not a part

13. Residential Use.

It is anticipated that approximately ninety-eight and one-half percent (98½%) of the Units which may be created within the Community will be restricted exclusively to residential use and approximately one and a half percent (1½%) of the Units which may be created within the Community will be used for commercial purposes.

14. Compatibility of Buildings to Existing Buildings.

To the extent required in the Master Planned Community Standards adopted and to be adopted by Developer for the Residential Products, the construction of any building to be created and annexed into the Community shall be consistent with the existing buildings in terms of architectural style and size. No assurances are made by the Developer regarding the quality of construction of any buildings or other improvements.

15. Location of Any Building or Other Improvement.

There are no assurances made regarding the location of buildings or improvements which may be constructed or made within any part of the Community pursuant to any developmental rights reserved by the Developer.

16. Other Improvements and Limited Common Elements.

There are no assurances made regarding other improvements that may be made and Limited Common Elements which may be created within any part of the Community pursuant to any developmental rights reserved by the Developer.

17. Similarity of Limited Common Elements Created Pursuant to Any Developmental Right to Existing Limited Common Elements.

There are no assurances made that any Limited Common Elements created pursuant to any developmental rights reserved by the Developer will be of the same general types and sizes as any Limited Common Elements within other parts of the Community.

18. Equality or Other Proportion of Limited Common Elements to Units to Be Created Pursuant to Any Developmental Right, to the Proportion Existing in Other Parts of the Community.

There are no assurances made that the proportion of Limited Common Elements to Units created pursuant to any developmental rights reserved by the Developer will be approximately equal to the proportion existing within other parts of the Community.

19. Applicability of Restrictions Affecting Use, Occupancy and Alienation of Units to Units Created Pursuant to Developmental Rights.

The restrictions in the Master Declaration and any other Applicable Declarations regarding the use, occupancy and alienation of Units will apply to all Units created and annexed into the Community.

20. Applicability of Assurances Made Pursuant to NRS 116.4104 in Event That Any Developmental Right Is Not Exercised By Developer.

All assurances made in Paragraphs 14 and 19, pursuant to NRS 116.4104, are applicable whether or not any developmental right is exercised by the Developer. Any assurances made in Paragraphs 12 and 13 may not be applicable if developmental rights are not exercised by the Developer.

21. Defined Terms.

Capitalized terms not otherwise referred herein shall have the meanings ascribed thereto in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge recorded on May 30, 1996, in the office of the County Recorder of Clark County, Nevada, in Book 960530 of official records, as instrument no. 00241, re-recorded on August 30, 1996, in Book 960830 of said official records as instrument no. 01630, and re-recorded on September 12, 1996, in Book 960912 of official records, as instrument no. 01520, as amended by document recorded on April 21, 1998, in Book 98042, as instrument no. 00085 (as amended and supplemented, herein the "Master Declaration").

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO THE ENTIRE SET OF DISCLOSURE MATERIALS AND THE SALES CONTRACT. ALL DISCLOSURE MATERIALS AND CONTRACTS ARE IMPORTANT DOCUMENTS AND IF NOT UNDERSTOOD, THE PROSPECTIVE PURCHASER SHOULD SEEK COMPETENT ADVICE.

THIS PUBLIC OFFERING STATEMENT IS CURRENT AS OF SEPTEMBER 10, 2001. RECENT DEVELOPMENTS REGARDING: (A) THE GENERAL DESCRIPTION OF THE COMMON INTEREST COMMUNITY (NRS 116.4103(1)(b)); (B) PENDING SUITS AGAINST THE ASSOCIATION (NRS 116.4103(1)(j)); AND (C) TIME SHARE DEVELOPMENTS WHICH MAY BE LOCATED IN AREAS OTHER THAN SINGLE FAMILY RESIDENTIAL AREAS (NRS 116.4105) MAY NOT BE REFLECTED IN THIS STATEMENT.

DATED this 10th day of September, 2001.

DEVELOPER:

NEVADA LEGACY 14, LLC, a Nevada
limited liability company

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

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

Attachments:

- EXHIBIT "1" Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge
- EXHIBIT "2" Supplemental Declaration for Queensridge North Special Benefits Area and First Amendment to Supplemental Declaration for Queensridge South Special Benefits Area
- EXHIBIT "3" Declarations of Annexation for Queensridge Parcels 19 and 20 (Custom Lots)
- EXHIBIT "4" Restated Articles of Incorporation of Queensridge Owners Association
- EXHIBIT "5" Bylaws of Queensridge Owners Association
- EXHIBIT "6" Current budget of Master Association
- EXHIBIT "7" Current budget of Queensridge North Special Benefits Area
- EXHIBIT "8" Current budget of Orient Express Special Benefits Area
- EXHIBIT "9" Current budget of Verlaine Special Benefits Area
- EXHIBIT "10" Supplemental Declaration for the Adoption of Section C (Custom Lots) of the Master Planned Community Standards

Exhibit 40

In the Matter Of:

Binion vs

Fore Stars

YOHAN LOWIE

August 04, 2017



702-805-4800
scheduling@envision.legal

000916

D R A F T

T R A N S C R I P T

Binion vs. Fore Stars

Deposition of Yohan Lowie, Volume I

Thursday, August 4, 2017

By: Monice K. Campbell, NV CCR 312

monice@envision.legal

<p style="text-align: right;">Page 2</p> <p>1 ROUGH DRAFT TRANSCRIPT</p> <p>2 REALTIME AND INTERACTIVE REALTIME TRANSCRIPT</p> <p>3 ROUGH DRAFT DISCLAIMER</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8 IMPORTANT NOTICE: AGREEMENT OF PARTIES</p> <p>9</p> <p>10</p> <p>11 We, the party working with realtime and</p> <p>12 rough draft transcripts, understand that if we choose</p> <p>13 to use the realtime rough draft screen or the</p> <p>14 printout, that we are doing so with the understanding</p> <p>15 that the rough draft is an uncertified copy.</p> <p>16 We further agree not to share, give, copy,</p> <p>17 scan, fax or in any way distribute this realtime</p> <p>18 rough draft in any form (written or computerized) to</p> <p>19 any party. However, our own experts, co-counsel,</p> <p>20 and staff may have limited internal use of same with</p> <p>21 the understanding that we agree to destroy our</p> <p>22 realtime rough draft and/or any computerized form, if</p> <p>23 any and replace it with the final transcript upon its</p> <p>24 completion.</p> <p>25</p>	<p style="text-align: right;">Page 4</p> <p>1 THE VIDEOGRAPHER: This begins the video</p> <p>2 recorded deposition of Yohan Lowie. Today's date is</p> <p>3 August 3rd, 2017. The time is 2:15 p.m. We are at</p> <p>4 400 South 7th Street, Third Floor, Las Vegas,</p> <p>5 Nevada for the matter entitled Jack B. Binion, et</p> <p>6 al., versus Fore Stars, Limited, et al., Case Number</p> <p>7 A-15729053-C, in the District Court, Clark County,</p> <p>8 Nevada.</p> <p>9 I'm the videographer, Becky Ulrey. The</p> <p>10 court reporter is Monice Campbell with Envision Legal</p> <p>11 Solutions.</p> <p>12 Will counsel please identify yourselves</p> <p>13 and the reporter will administer the oath.</p> <p>14 MR. JIMMERSON: Good afternoon. Jim</p> <p>15 Jimmerson. I have the privilege of representing Fore</p> <p>16 Stars, Limited, 180 Land Company, LLC and 70 Acres,</p> <p>17 LLC and today's deponent, Mr. Yohan Lowie. Good</p> <p>18 afternoon.</p> <p>19 MR. BYRNES: Phil Byrnes representing the</p> <p>20 City of Las Vegas.</p> <p>21 MR. BICE: And Todd Bice on behalf of the</p> <p>22 plaintiff.</p> <p>23 Whereupon,</p> <p>24 YOHAN LOWIE,</p> <p>25 having been sworn to testify to the truth, the whole</p>
<p style="text-align: right;">Page 3</p> <p>1 Since this deposition has been provided in</p> <p>2 real time and is in rough draft form, please be aware</p> <p>3 that there may be a discrepancy regarding page and</p> <p>4 line number when comparing the realtime screen, the</p> <p>5 rough draft, rough draft disk, and the final</p> <p>6 transcript.</p> <p>7</p> <p>8 Also please be aware that the realtime</p> <p>9 screen and the uncertified rough draft transcript may</p> <p>10 contain untranslated steno, reporter's notes,</p> <p>11 asterisks, misspelled proper names, incorrect or</p> <p>12 missing Q/A symbols or punctuation, and/or</p> <p>13 nonsensical English word combinations. All such</p> <p>14 entries will be corrected on the final, certified</p> <p>15 transcript.</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 5</p> <p>1 truth, and nothing but the truth, was examined and</p> <p>2 testified under oath as follows:</p> <p>3</p> <p>4 EXAMINATION</p> <p>5 BY MR. BICE:</p> <p>6 Q. Can you state your full name for the</p> <p>7 record, please?</p> <p>8 A. Yohan Lowie.</p> <p>9 Q. Mr. Lowie, can you tell me where you</p> <p>10 currently work?</p> <p>11 A. I work at EHB Company.</p> <p>12 Q. And what is EHB Company?</p> <p>13 A. Now it's a corporation. I work various</p> <p>14 companies that we own, directly or indirectly own,</p> <p>15 and it's a developer and contractor, land owner.</p> <p>16 Q. Okay. And EHB Companies, are you the</p> <p>17 principle owner of it?</p> <p>18 A. No. I'm co-owner of EHB Companies.</p> <p>19 Q. And how much of it do you own?</p> <p>20 A. I own 50 percent.</p> <p>21 Q. You own 50 percent. Who owns the other 50</p> <p>22 percent?</p> <p>23 A. Paul and Vicki DeHart.</p> <p>24 Q. Okay. Do you own any other companies</p> <p>25 other than EHB Companies?</p>

<p style="text-align: right;">Page 6</p> <p>1 A. All the other companies within our family 2 of companies, I only own 50 percent or less. 3 Q. All right. Can you tell me what -- I 4 don't understand what you mean by "your family of 5 companies." So would it be accurate to say if you 6 drew a corporate chart, EHB would be the top company? 7 A. No, it would be incorrect. Up to about a 8 year ago, year and a half ago, EHB Company was just a 9 brand name and we have a separate single purpose LLC 10 for whichever we developed. And EHB is one of those. 11 But since everybody recognizes EHB, we incorporated 12 and that's what it is. 13 Q. I got you. But -- so you use EHB, it 14 sounds like, sort of in two senses: One is there is 15 an actual EHB entity but then you use the name EHB as 16 just sort of the whole conglomerate; is that fair? 17 A. The world outside of us uses as such and 18 we adopt it, yes. 19 Q. Okay. And so how long have you gone or 20 your companies gone by the name EHB? How many years? 21 A. Everybody referred to us as EHB as a brand 22 name for years because we had a company called 23 Executive Home Builders which was one of the original 24 companies. So everybody recognizes Executive Home 25 Builders. So later on (inaudible) EHB and we</p>	<p style="text-align: right;">Page 8</p> <p>1 Home Builders and EHB was a brand name, if you will. 2 Q. Got it. Okay. And then you indicated 3 that EHB, does it -- you said it serves as the 4 manager of other companies? 5 A. Yes. In some cases, yes. 6 Q. Okay. Does EHB also own assets other than 7 other companies? 8 A. I don't recall. I don't think so. 9 Q. Okay. 10 A. But I don't recall. The structure of the 11 company is very complicated, 30(b)(6) designee. 12 Mr. Sklar would be able to answer better. 13 Q. {Allen Sklar? 14 A. Yes. 15 Q. So EHB, though, is the manager, is it not, 16 of the defendants in this action? 17 A. I would -- I would believe that's correct. 18 Q. And that would be Seventy Acres, LLC would 19 be one of the companies, right? 20 A. Correct. 21 Q. And how much of Seventy Acres, LLC do you 22 own? 23 A. It would be about 50 percent or less 24 because there's a trust and kids, other kids -- other 25 owners in these partnerships.</p>
<p style="text-align: right;">Page 7</p> <p>1 incorporated about a year, year and a half ago, EHB 2 Companies. 3 Q. So EHB -- but EHB in terms of just sort of 4 the trade name, how long have you been using that? 5 A. For the recent past. Last two years. 6 Q. Within the last two years? 7 A. Year and a half, maybe. 8 Q. Okay. And did you have letterhead that 9 you had EHB on it, that you would send out 10 letterhead? 11 A. At what point? 12 Q. Within the last five years. 13 A. Yes. 14 Q. Okay. Now, was that letterhead? Is that 15 for Executive Home Builders, or is that for just sort 16 of the company-wide name that you were using? 17 A. Seeing as how it was incorporated, there's 18 one logo and it's different, if you will, company, 19 EHB Companies. EHB Companies is also the manager of 20 other companies so if that's the company you refer 21 to, yes, we sent out -- 22 Q. So EHB, the actual entity, has existed for 23 a couple of years? 24 A. The one that we are referring to in this 25 conversation, yes. Prior to that it was Executive</p>	<p style="text-align: right;">Page 9</p> <p>1 Q. Let me ask you, is the ownership of 2 Seventy Acres, LLC the same as the ownership of EHB? 3 A. I'm not sure. No, I don't think so. It's 4 different. 5 Q. And then there is an another entity known 6 as 180 -- 180 Land Company? 7 A. That's correct. 8 Q. And is that also EHB? 9 A. I believe so. 10 Q. Do you own the same amount of 180 Land 11 Company as the same as you do in EHB? 12 A. I would suspect so but I'm not sure. It 13 may be that it's different. It's rather complicated. 14 Q. Well, do you -- let me put it this way: 15 Are there owners in EHB -- strike that. 16 Are there owners in Seventy Acres, LLC 17 that are different than the owners of EHB? 18 A. If you can repeat the question. 19 Q. Sure. Let me try and break it down this 20 way. In EHB you own half and -- 21 A. DeHarts. 22 Q. Yes. They own half, Vicki and Paul, 23 correct? 24 A. Correct. 25 Q. Now, for your half, do you have some of</p>

<p style="text-align: right;">Page 10</p> <p>1 that in like your family trust and things like that?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. So when you say you own 50 percent</p> <p>4 and they own 50 percent, your 50 percent might be</p> <p>5 broken up into various --</p> <p>6 A. Correct.</p> <p>7 Q. -- trusts or other -- other entities that</p> <p>8 are subject to your ownership; is that fair?</p> <p>9 A. That's correct.</p> <p>10 Q. The same would be true for the DeHarts, I</p> <p>11 suspect?</p> <p>12 A. I would believe so.</p> <p>13 Q. Okay. So what I'm trying to understand is</p> <p>14 in Seventy Acres, LLC, the 50 percent of that entity</p> <p>15 that you control, is that sort of the same structure</p> <p>16 as you have in EHB?</p> <p>17 A. No, it's not.</p> <p>18 Q. It's not?</p> <p>19 A. It's different.</p> <p>20 Q. Are there different owners in Seventy</p> <p>21 Acres, LLC other than you and Vicki and Paul?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Who?</p> <p>24 A. From the top of my head, kids,</p> <p>25 partnerships and trusts.</p>	<p style="text-align: right;">Page 12</p> <p>1 kids' trusts in there, but is that how it's set up as</p> <p>2 well?</p> <p>3 A. I'm not sure there's trusts involved. I'm</p> <p>4 not sure there are kids involved.</p> <p>5 Q. Are there any members outside of your</p> <p>6 family and the DeHarts' family that are involved in</p> <p>7 Fore Stars?</p> <p>8 A. I don't recall.</p> <p>9 Q. All right.</p> <p>10 A. It may be. I don't recall.</p> <p>11 Q. How about for EHB?</p> <p>12 A. For EHB?</p> <p>13 Q. Is it your -- just your family and the</p> <p>14 DeHarts family?</p> <p>15 A. I believe there's no trust, no kids. No</p> <p>16 other interest.</p> <p>17 Q. And then for Seventy Acres, is it just</p> <p>18 your family and the DeHart family as the owners?</p> <p>19 A. No, I believe there's other trusts.</p> <p>20 Q. Trusts belonging to kids, though?</p> <p>21 A. Kids, adult kids.</p> <p>22 Q. Adult kids. Okay. But other than your</p> <p>23 family members which, I mean by your family members,</p> <p>24 I mean you, your wife, your children, even if they're</p> <p>25 adult children.</p>
<p style="text-align: right;">Page 11</p> <p>1 Q. Your kids' partnerships?</p> <p>2 A. My kids, their kids. We have kids in</p> <p>3 different ages. So it's different owners.</p> <p>4 Q. Sure. I understand that.</p> <p>5 A. We both have two adults.</p> <p>6 Q. Other than your kids and their kids, are</p> <p>7 there any other owners of Seventy Acres, LLC?</p> <p>8 A. I don't recall.</p> <p>9 Q. How about 180 Land Company?</p> <p>10 A. I don't recall. Same answer.</p> <p>11 Q. Bear with me one second, sir.</p> <p>12 Now, are you also an owner of an entity</p> <p>13 known as Fore Stars, Limited?</p> <p>14 A. Yes.</p> <p>15 Q. And Fore Stars, Limited, how much of that</p> <p>16 do you own?</p> <p>17 A. I think it's the same, similar to 180.</p> <p>18 Look I don't answer because I really don't know. I</p> <p>19 didn't study and it's rather complex. There are</p> <p>20 other companies that owned it prior to the company</p> <p>21 that purchased Fore Star. I don't know what the</p> <p>22 company that purchased Fore Star did.</p> <p>23 Q. Just generally speaking, is the ownership</p> <p>24 in Fore Star split up between you and the DeHarts? I</p> <p>25 mean, I understand there may be some trusts or some</p>	<p style="text-align: right;">Page 13</p> <p>1 A. I cannot conclusively answer that, but I</p> <p>2 don't recall. I believe not but I don't recall.</p> <p>3 Q. Fair enough. And I assume your answer</p> <p>4 would be the same for 180?</p> <p>5 A. That's correct.</p> <p>6 Q. All right. When did you first approach</p> <p>7 Fore Star about buying the golf course?</p> <p>8 A. In 2006, I believe '5 or '6. '5 or '6.</p> <p>9 Q. And who owned Fore Star at that point in</p> <p>10 time?</p> <p>11 A. I'm not sure it was Fore Stars at the</p> <p>12 time. It may be a different company. At the time I</p> <p>13 believe it to be -- I don't - I shouldn't say that.</p> <p>14 I don't -- there were other companies that were</p> <p>15 involved. I'm not sure who owned it at the time.</p> <p>16 {But at the time is the family Larry Miller was</p> <p>17 varying managers that they had from time to time.</p> <p>18 Q. So the people that you would have spoken</p> <p>19 to back in that 2006 time frame about purchasing it,</p> <p>20 was {Mr. Baines and Mr. Miller?</p> <p>21 A. And Mr. Miller. Mr. Bennett was involved</p> <p>22 that I know, but Mr. Miller was the direct contact,</p> <p>23 the ongoing contact. I don't believe we talked about</p> <p>24 buying Fore Stars. I don't think we -- there was any</p> <p>25 Fore Stars at the time. I'm not sure. I think we</p>

<p style="text-align: right;">Page 14</p> <p>1 talked about buying the property.</p> <p>2 Q. When you say you approached them about</p> <p>3 buying the property, was that a particular entity</p> <p>4 that you had at that point in time that was going to</p> <p>5 buy the property?</p> <p>6 A. I do not recall.</p> <p>7 Q. Who all was involved in those --</p> <p>8 A. No. No, this is not simple. I {didn't</p> <p>9 call them to buy the property. I don't want to have</p> <p>10 a record insinuating that I have called to buy the</p> <p>11 property. There is a factor of business dealings</p> <p>12 that end up in the need to purchase the property.</p> <p>13 Q. There is a factor of business dealings</p> <p>14 that ended up in a need to purchase the property?</p> <p>15 A. Yes.</p> <p>16 Q. This was in the 2006 time frame?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And what was that -- what was that</p> <p>19 need?</p> <p>20 A. The Peccoles need to be bought out at the</p> <p>21 time. And we had other businesses with the family,</p> <p>22 and they need to be bought out, and mainly because of</p> <p>23 issues of the golf course and as a result of it we</p> <p>24 got into a contract to purchase the property.</p> <p>25 Q. And you got into a contract with whom, do</p>	<p style="text-align: right;">Page 16</p> <p>1 A. Right after we close on the deal with them</p> <p>2 and paid them for Queensridge towers. It was one</p> <p>3 global sum but it was made out of pieces to get to</p> <p>4 the number. A portion of it was Queensridge towers,</p> <p>5 a portion of it was Tivoli, a portion of it was -- I</p> <p>6 believe correctly, and I may be mistaken, {center</p> <p>7 center and a portion was Badlands.</p> <p>8 Q. And did you have this agreement in writing</p> <p>9 with them?</p> <p>10 A. There was a global settlement agreement.</p> <p>11 One number, you pay me. I don't remember what it was</p> <p>12 75 million or something, 100 million, 90 million and</p> <p>13 we're out.</p> <p>14 Q. And what happened to that deal?</p> <p>15 A. The deal consummated. We bought them out.</p> <p>16 Q. You bought them out. Okay. So you</p> <p>17 bought -- as part of that deal, did you acquire the</p> <p>18 golf course?</p> <p>19 A. No, we did not.</p> <p>20 Q. And why was that?</p> <p>21 A. Because I had a promise to purchase the</p> <p>22 golf course for \$15 million and got into an agreement</p> <p>23 and they decided to develop the property themselves</p> <p>24 and the proposed development they need to fill with</p> <p>25 the towers at the time, and we had to hire attorneys</p>
<p style="text-align: right;">Page 15</p> <p>1 you remember?</p> <p>2 A. With -- contract with Peccole. I don't</p> <p>3 remember who with. We got into agreement, not even a</p> <p>4 contract. We got into an agreement that -- that -- I</p> <p>5 can't recall you know, who it was, which company but</p> <p>6 we got into an understanding that we are purchasing</p> <p>7 the property and later on the Peccoles reneged on the</p> <p>8 promise.</p> <p>9 Q. Why back then did the Peccoles need to</p> <p>10 sell?</p> <p>11 A. Because the tower, the Queensridge towers</p> <p>12 that we built together, we were still partners with,</p> <p>13 is actually sitting on the golf course. They have</p> <p>14 taken a piece of about six acres out of the golf</p> <p>15 course at the location, and the towers are built, a</p> <p>16 portion of them are built on the golf course. The</p> <p>17 lessee at the time of the golf course wanted out of</p> <p>18 the golf course. Apparently they were not making</p> <p>19 money even then and Fore Star purchased the lease</p> <p>20 back and put the Peccoles in a bad position.</p> <p>21 Q. And that was the Senior Tour which was the</p> <p>22 lessee of the golf course at the time?</p> <p>23 A. I can't tell you what it was.</p> <p>24 Q. And when do you say that the Peccoles then</p> <p>25 reneged?</p>	<p style="text-align: right;">Page 17</p> <p>1 and the settlement was they gave us eight years,</p> <p>2 within eight years or so, period of time, I think</p> <p>3 eight years, to purchase the property. So we had an</p> <p>4 option to purchase.</p> <p>5 Q. You had an option to purchase?</p> <p>6 A. It became an option, yes.</p> <p>7 Q. The court reporter, because I'm not sure I</p> <p>8 heard the number correctly, did you have a promise to</p> <p>9 purchase the golf course for 50 million or 15?</p> <p>10 A. Fifteen, 15.</p> <p>11 Q. It was hard to hear and she put 50, so I</p> <p>12 just wanted to clarify. So for 15 million, that is</p> <p>13 what they were supposed to have sold it to you for;</p> <p>14 is that correct?</p> <p>15 A. That's correct.</p> <p>16 Q. And this is part of the global settlement</p> <p>17 that you had with them?</p> <p>18 A. That's correct.</p> <p>19 Q. Then they late, as I understand it, you're</p> <p>20 saying they later reneged and wouldn't sell you the</p> <p>21 golf course?</p> <p>22 A. Correct.</p> <p>23 Q. So did you have a lawsuit with them?</p> <p>24 A. I believe we had a lawsuit, yes.</p> <p>25 Q. And do you recall who your lawyers were?</p>

<p style="text-align: right;">Page 18</p> <p>1 A. Sam Lionel.</p> <p>2 Q. Mr. Lionel?</p> <p>3 A. Mr. Lionel.</p> <p>4 Q. And do you recall who the Peccoles'</p> <p>5 lawyers were?</p> <p>6 A. No, I do not.</p> <p>7 Q. And do you recall whether it actually ever</p> <p>8 went to like an actual complaint was filed in court,</p> <p>9 or was it just settled before it got that far?</p> <p>10 A. I think it settled before.</p> <p>11 Q. All right. And then part of your</p> <p>12 settlement, it sounds like, as the resolution, they</p> <p>13 gave you an option to buy the golf course for 15</p> <p>14 years?</p> <p>15 A. No.</p> <p>16 Q. No?</p> <p>17 A. For -- they had an internal issue with the</p> <p>18 family, the golf course at the time, per the</p> <p>19 agreement they made earlier, and the resolution was</p> <p>20 to give us the time and within eight years you can</p> <p>21 buy it.</p> <p>22 Q. Eight years?</p> <p>23 A. Yeah, I think. Don't hold me on the</p> <p>24 number. It was eight years, seven years. I think it</p> <p>25 was eight years or something. And when the time</p>	<p style="text-align: right;">Page 20</p> <p>1 Q. If they put it to you, were you obligated</p> <p>2 to buy at that price?</p> <p>3 A. No.</p> <p>4 Q. So from 2006 to 2007, the Peccoles and</p> <p>5 whatever entity they had was operating the golf</p> <p>6 course, correct?</p> <p>7 A. I don't know. I can't tell you what the</p> <p>8 Peccoles done. I don't believe so. I don't think</p> <p>9 they operated the golf course themselves.</p> <p>10 Q. They always had a lessee?</p> <p>11 A. Lessee -- I think there was -- I'm not</p> <p>12 sure. It was -- there were companies. The ones you</p> <p>13 mentioned, the name Senior Tour or American Golf.</p> <p>14 American Golf I think. I don't know if it's the same</p> <p>15 company or different.</p> <p>16 Q. Okay. So they -- they kept the golf</p> <p>17 course property, but what did they sell you as part</p> <p>18 of -- you got an option in the golf course. I</p> <p>19 understand that. But what did they sell you in that</p> <p>20 20006 settlement?</p> <p>21 A. What did they sell me?</p> <p>22 Q. Did you buy some other property from them?</p> <p>23 A. What did they sold me?</p> <p>24 Q. Yes, sir.</p> <p>25 A. They sold their interest.</p>
<p style="text-align: right;">Page 19</p> <p>1 came -- just about eight years, I think.</p> <p>2 Q. Just about eight years. And you had</p> <p>3 the --</p> <p>4 A. I apologize. I don't recall. I think it</p> <p>5 was eight or ten years, but at any time you can put</p> <p>6 it through and have that.</p> <p>7 Q. Got it. And did you have a price for that</p> <p>8 option?</p> <p>9 A. I believe it was \$15 million.</p> <p>10 Q. So it was still \$15 million?</p> <p>11 A. That's correct.</p> <p>12 Q. Okay. So from that time period on -- now</p> <p>13 let's deal with -- you think this is around 2005 when</p> <p>14 you entered into this option, 2006?</p> <p>15 A. I believe it's 2006.</p> <p>16 Q. Got it. It's a while ago. I got it. So</p> <p>17 you get the option. So from 2006 to 2010, let's deal</p> <p>18 with that window for a moment. During that four year</p> <p>19 window, did they ever ask you to exercise the option?</p> <p>20 A. No.</p> <p>21 Q. Did you ever ask them to exercise the</p> <p>22 option?</p> <p>23 A. It was one sided.</p> <p>24 Q. Okay. So they got to put it to you?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 21</p> <p>1 Q. They sold their interest?</p> <p>2 A. Two different agreements. There was a</p> <p>3 handshake agreement for some time until we get the</p> <p>4 contract. We had to close with them -- the issue</p> <p>5 with them -- purchased membership -- their membership</p> <p>6 interest from Tivoli, from towers and I think another</p> <p>7 property. I'm not sure. I think it was Sahara and</p> <p>8 Hualapai.</p> <p>9 Q. Sahara and Hualapai?</p> <p>10 A. I think they had an interest in the land,</p> <p>11 a small interest, and I think we purchased it from</p> <p>12 them. I'm not sure -- I think I may have purchased</p> <p>13 it personally which has nothing to do with it, but I</p> <p>14 don't recall.</p> <p>15 Q. But is it fair to say that somewhere there</p> <p>16 is a written agreement of what they agreed to sell</p> <p>17 you?</p> <p>18 A. That has nothing to do with the golf</p> <p>19 course. They agreed -- there there's an agreement of</p> <p>20 what they agreed to sell me on the golf course,</p> <p>21 separate and apart.</p> <p>22 Q. The agreement on the golf course, and</p> <p>23 correct me if I'm misunderstanding you, it sounds</p> <p>24 like the original agreement did include the golf</p> <p>25 course but they reneged and then you entered into a</p>

<p style="text-align: right;">Page 22</p> <p>1 subsequent agreement about an option on the golf 2 course, or did I misunderstand you? 3 A. I may have -- I didn't explain this 4 correctly. The membership purchase had nothing to do 5 with the golf course. It's just a membership 6 purchase included in the \$30 million for the golf 7 course. I didn't mention the golf course. I didn't 8 mention the properties. We bought their shares. 9 Q. You bought their interest in an entity? 10 A. An entity. It wasn't in the property. 11 And subsequently, because we had a great 12 relationship, they came back and said, here's the 13 golf course and here's your contract. Whatever it 14 is. It was a very simple contract. You can buy it 15 for 15 million or something. And I don't know if it 16 was this contract or nominal amounts of money or 17 maybe even more. Either I owe them or they owe me 18 and reflected in the agreement and then they reneged 19 on it and there was a new agreement option that is 20 just an option to purchase. 21 Q. And that option to purchase is only for 22 the golf course? 23 A. That's correct. 24 Q. So you bought Tivoli from them; is that 25 right?</p>	<p style="text-align: right;">Page 24</p> <p>1 that was around the golf course where the residences 2 are today? 3 A. Yeah. I want to just qualify the "you." 4 Every time that you say "you," we're going to talk 5 about companies that I was involved with, right? 6 Q. Yes, sir. 7 A. Not personally anything? 8 Q. Well, if you need to clarify for me that 9 you personally want to distinguish yourself from the 10 companies, feel free to do that. That's why I 11 specified when I meant you, I meant you being the 12 head of the EHB organization. 13 A. I'm co-head. 14 Q. A co-head. All right. The co-head Of 15 the EHB organization. That's what I'm talking about. 16 A. Yes, as a co-head. 17 MR. JIMMERSON: And the less attractive 18 one I might add. 19 MR. BICE: I'll let you guys sort that 20 out. That's none of my business. 21 THE WITNESS: Yes. I -- we owned -- I 22 owned, prior that, the land to the towers. So we 23 just bought the Peccoles membership. So I was -- I'm 24 not sure I understand the question. If you can 25 repeat it.</p>
<p style="text-align: right;">Page 23</p> <p>1 A. We bought the membership interest. 2 Q. You bought the membership interest which 3 gave you -- 4 A. {Control their interest. I always had the 5 control because I had more shares. As a matter of 6 fact, we introduced another party into it which came 7 back and basically purchased -- purchased their 8 interest, plus some interest of mine, and I took a 9 second position, you know, because of that issue on 10 the golf course. 11 Q. And that interest that you purchased from 12 them included then their interest in the towers; is 13 that right? 14 A. Yes. Again, I just want to make sure, the 15 purchase of the interest in the towers in Tivoli had 16 nothing to do with the golf course. 17 Q. Right. 18 A. But it was the deal that triggered the 19 issue with the golf course because the buildings were 20 sitting on the golf course. 21 Q. I think I've got that straight now and I 22 apologize. It's taken me a while to get my arms 23 around all the transactions. So did you also 24 own -- when I said you, you or any of your 25 entities -- did you also own any of the real property</p>	<p style="text-align: right;">Page 25</p> <p>1 BY QUESTIONER: 2 Q. Sure. There's the land that the towers 3 are on, then there's also the land where people have 4 homes. You have a home there. Mr. Jimmerson has a 5 home there. Did you at any point in time set aside 6 your personal residence as a developer in the EHB 7 organization, did you ever own any of that real 8 property that the homes are now built on? 9 A. That's what I want clarified. Yes, I did. 10 We owned a lot of them. 11 Q. And how many acres did you own that 12 ultimately was then divided and built homes on; do 13 you remember? 14 A. Acres? 15 Q. Yeah. 16 A. At the time we owned probably 29 lots. I 17 just don't know what you mean by acreage. 18 Q. That's fair. Let me clarify. When you 19 bought the property, you bought it -- it had already 20 been subdivided into lots, correct? 21 A. Fully improved lots. I don't know what 22 subdivide into lots. We purchased when the property 23 was completed and there were finished lots to be had. 24 Q. And those finished lots, you purchased 25 them to then build residences on, correct?</p>

<p style="text-align: right;">Page 26</p> <p>1 A. That's correct.</p> <p>2 Q. And you think you built somewhere or</p> <p>3 bought somewhere between 25 and 30 of those lots?</p> <p>4 A. To date we built 42 homes there.</p> <p>5 Q. Oh, you built 42. Were some of those</p> <p>6 homes that you built, people bought the lots and then</p> <p>7 just hired you to build the house?</p> <p>8 A. No. I believe that all of them we</p> <p>9 purchased the lots, either sold to somebody like</p> <p>10 yourself or Mr. Jimmerson and then built a house.</p> <p>11 Q. And then built a house for him?</p> <p>12 A. Some people wanted to finance the whole</p> <p>13 deal. Other than that it was all lots we purchased.</p> <p>14 Q. When you purchased the lots, did you</p> <p>15 purchase them all at once?</p> <p>16 A. No, I did not.</p> <p>17 Q. And do you recall who you purchased them</p> <p>18 from?</p> <p>19 A. That's interesting. I'm giving you an</p> <p>20 answer of my best belief.</p> <p>21 Q. Sure.</p> <p>22 A. But it was Legacy 14, LLC and later on was</p> <p>23 different companies. I don't recall which.</p> <p>24 Q. And do you recall, who was it that you</p> <p>25 dealt with -- who was running Legacy, LLC?</p>	<p style="text-align: right;">Page 28</p> <p>1 the option?</p> <p>2 A. I believe the golf course was in</p> <p>3 construction.</p> <p>4 Q. In construction?</p> <p>5 A. When I started my purchasing, I don't</p> <p>6 think the {nine holes was existing at the time.</p> <p>7 Q. So when you acquired the option to buy the</p> <p>8 land --</p> <p>9 A. On which land are we talking?</p> <p>10 Q. Let me specify. You said that you settled</p> <p>11 with the Peccoles, it sounds like, in 2006?</p> <p>12 A. The golf course was completed.</p> <p>13 Q. The golf course was completed?</p> <p>14 A. Totally. If you're talking about that.</p> <p>15 If you're talking about the purchase of the interest</p> <p>16 of Fore Stars and the real estate called Badlands,</p> <p>17 yes, it was in 2006 and everything was completed at</p> <p>18 the time. When we started purchasing homes -- we</p> <p>19 were on a different topic prior -- when I purchased</p> <p>20 the first lots, the golf course was in construction</p> <p>21 in 1996, I believe.</p> <p>22 Q. Understood. But when you acquired the</p> <p>23 option -- you settled your dispute with the Peccoles</p> <p>24 by way of, it sounds like, a settlement agreement</p> <p>25 where you acquired an option?</p>
<p style="text-align: right;">Page 27</p> <p>1 A. Larry Miller was running, I believe,</p> <p>2 Legacy. I can't tell you his position, but I -- to</p> <p>3 me he was a -- you know, the managing member, if you</p> <p>4 will.</p> <p>5 Q. He was the person you dealt with; is that</p> <p>6 fair?</p> <p>7 A. I dealt with him and Greg {Gorjian.</p> <p>8 Q. And?</p> <p>9 A. Greg Gorjian.</p> <p>10 Q. So you built -- I think you indicated was</p> <p>11 it 42 houses in there?</p> <p>12 A. Yes. In the custom homes, yes.</p> <p>13 Q. In the custom homes. And you still live</p> <p>14 there today yourself?</p> <p>15 A. Yes.</p> <p>16 Q. So in 20 -- did you have -- strike that.</p> <p>17 Did you have any involvement in the</p> <p>18 building of the golf course?</p> <p>19 A. No.</p> <p>20 Q. Did any of your companies have any</p> <p>21 involvement in the building of the golf course?</p> <p>22 A. No.</p> <p>23 Q. But as the golf course was being built,</p> <p>24 did you already have your option for that land, or</p> <p>25 was the golf course already done when you acquired</p>	<p style="text-align: right;">Page 29</p> <p>1 A. Yes.</p> <p>2 Q. And when you acquired that option, the</p> <p>3 golf course had been fully completed, correct?</p> <p>4 A. Correct.</p> <p>5 Q. And the golf course was subject to a</p> <p>6 lease, correct?</p> <p>7 A. When I purchased the property?</p> <p>8 Q. When you acquired that option in 2006.</p> <p>9 A. Yeah. No, I'm not sure it was subsequent.</p> <p>10 I think they had an issue at the time and didn't</p> <p>11 have -- I believe when we acquired it, the option</p> <p>12 that we are talking about -- I apologize. I don't</p> <p>13 believe that that they had an operator. I think the</p> <p>14 operator gave them a notice to pay or they'll be, you</p> <p>15 know, in default of their agreement. So I don't</p> <p>16 believe they had an operator at the time. So in this</p> <p>17 period of time I don't believe they did.</p> <p>18 Q. Your belief is that by -- at this time</p> <p>19 when you settled with them and you acquired that</p> <p>20 option, the tenant may have been threatening to</p> <p>21 leave?</p> <p>22 A. I think they noticed them they are</p> <p>23 leaving. They violated the contract, so on and so</p> <p>24 forth, and the Peccoles had to buy the contract out.</p> <p>25 That was the whole issue we. Gave them the money to</p>

<p style="text-align: right;">Page 30</p> <p>1 go buy them out. Now give us the golf course.</p> <p>2 Q. Okay.</p> <p>3 A. So at that time you wouldn't have an</p> <p>4 operator. At the time the option would be</p> <p>5 consummated you wouldn't have the operator.</p> <p>6 Q. And so who -- after you acquired the</p> <p>7 option, who ran the golf course?</p> <p>8 A. That's a good question. Now that you</p> <p>9 remind me of the events, they found a company to</p> <p>10 manage the golf course and it wasn't Senior Tour or</p> <p>11 American Golf. It was a different company. I can't</p> <p>12 remember the name, but if I remember, I'll let you</p> <p>13 know. It's in the top of my head.</p> <p>14 Q. Okay. But you acquired the option in '06</p> <p>15 but you didn't have anything to do with the</p> <p>16 operations of the golf course, or did you, after '06?</p> <p>17 A. Troon is the company.</p> <p>18 Q. Troon? Yeah, Troon Golf.</p> <p>19 MR. JIMMERSON: Troon. T-R-O-O-N.</p> <p>20 BY MR. JIMMERSON:</p> <p>21 Q. Troon. It's a golf course management</p> <p>22 company</p> <p>23 A. That's who at the time was negotiating --</p> <p>24 at the time we acquired the option, that's who was</p> <p>25 interested in it. That's my belief.</p>	<p style="text-align: right;">Page 32</p> <p>1 Q. This was just an oral conversation you had</p> <p>2 with Billy?</p> <p>3 A. I have a great -- I had and have a great</p> <p>4 relationship with the family, and most of my deals</p> <p>5 with them are like that. {Handshakes, and this is</p> <p>6 the way we did our business.</p> <p>7 Q. And that would have been -- you had that</p> <p>8 conversation with Mr. Bayne somewhere in the summer</p> <p>9 of 2014?</p> <p>10 A. Yes.</p> <p>11 Q. And then when did you -- I guess when did</p> <p>12 he sort of formally put it to you, that they were</p> <p>13 going to ask you to exercise the option?</p> <p>14 A. A few months later. I believe it was</p> <p>15 three months, four months later or something. Maybe</p> <p>16 late spring when I got the call.</p> <p>17 Q. Okay.</p> <p>18 A. And then they -- they had a serious</p> <p>19 discussion. He called me again and said, Listen, I'm</p> <p>20 preparing a contract -- or a contract, I don't know</p> <p>21 who did it, to take over and then we started looking.</p> <p>22 We had 90 days. I think we started actually earlier</p> <p>23 on the property so we had enough time. When they</p> <p>24 gave me the heads up, we started looking at the</p> <p>25 property again..</p>
<p style="text-align: right;">Page 31</p> <p>1 Q. After you acquired the option, did you</p> <p>2 have any -- did you or your companies have any</p> <p>3 involvement in the management of their operation of</p> <p>4 the golf course?</p> <p>5 A. I had no involvement at all at the golf</p> <p>6 course.</p> <p>7 Q. Okay. And do you recall which of your</p> <p>8 entities the option was held by?</p> <p>9 A. I don't recall.</p> <p>10 Q. But it was an entity that you controlled?</p> <p>11 A. It must be -- it was probably a single</p> <p>12 purpose LLC or something coming on. I don't recall.</p> <p>13 I don't recall the name. I usually don't do that.</p> <p>14 Q. So when did you first discuss with the</p> <p>15 Peccoles exercising the option to purchase the golf</p> <p>16 course property?</p> <p>17 A. I'd been contacted by Billy {Bayne which</p> <p>18 tells me, listen, I got problems with the golf course</p> <p>19 and I may put it to you. I just want you to get the</p> <p>20 heads up. I'm in discussion with family. It came up</p> <p>21 and I want to give you notice. And that was at least</p> <p>22 summer of 2014, I believe.</p> <p>23 Q. Was that -- did you get any form of</p> <p>24 writing from them?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 33</p> <p>1 Q. All right. So who was handling the due</p> <p>2 diligence for you?</p> <p>3 A. Frank Pankratz was managing entitlements</p> <p>4 and property research and -- so Frank and other</p> <p>5 professionals that were hired for it.</p> <p>6 Q. Did you have any law firms representing</p> <p>7 you?</p> <p>8 A. I believe that Sklar -- somebody at</p> <p>9 Sklar's office was {walking because it may have been</p> <p>10 in conflict with somebody who represents the family.</p> <p>11 They all agreed that's who was representing to {</p> <p>12 Q. So somebody in {Allen's office was</p> <p>13 representing you?</p> <p>14 A. Yes.</p> <p>15 Q. All right. And who was representing the</p> <p>16 Peccoles?</p> <p>17 A. Somebody at Allen Sklar's office.</p> <p>18 Q. So this due diligence that was done, that</p> <p>19 was Mr. Pankratz's responsibility?</p> <p>20 A. It was a collective responsibility in the</p> <p>21 company. Todd Davis did research. Title companies</p> <p>22 did research. Frank Pankratz did research.</p> <p>23 Ultimately all the information flowed to Frank</p> <p>24 Pankratz to a management team to, you know, Vicki and</p> <p>25 myself. We were pretty involved with thing. A lot</p>

<p style="text-align: right;">Page 34</p> <p>1 of people were involved.</p> <p>2 Q. And when did you close on the transaction?</p> <p>3 A. I believe that we closed early April '15.</p> <p>4 Q. Early April of '15?</p> <p>5 A. Yeah. I think at one point the families</p> <p>6 say that -- or we concluded with the family that they</p> <p>7 wanted us to buy the companies and not what we had an</p> <p>8 option for for the property, so we took on the</p> <p>9 liabilities too. So that's what we had to buy. So,</p> <p>10 you know, basically they said just -- you remind me</p> <p>11 during this conversation and I'm remember everything</p> <p>12 I think we purchased -- we purchased the companies</p> <p>13 and not the assets, the golf course itself, the real</p> <p>14 property, is the option purchase -- option to</p> <p>15 purchase was?</p> <p>16 Q. So you purchased the entity that owned the</p> <p>17 golf course land?</p> <p>18 A. That owned the golf course and all the</p> <p>19 liabilities and the -- the reason we couldn't is</p> <p>20 because there was a piece of property in there --</p> <p>21 there was a piece of property there was a contract on</p> <p>22 that there was an obligation, post closing obligation</p> <p>23 that needed to be subdivided and gave Queensridge</p> <p>24 tower a piece of the property and gave a portion of</p> <p>25 the parcel to Fore Stars.</p>	<p style="text-align: right;">Page 36</p> <p>1 fix the infrastructure, the failing infrastructure.</p> <p>2 They didn't want to do it anymore. So we determined</p> <p>3 that we could buy the golf course, I believe, for</p> <p>4 seven and a half million. And we also at the time</p> <p>5 acquired -- inquired about buying water rights that</p> <p>6 the Peccoles have in another company, another entity</p> <p>7 that owned, you know, certain water rights, and we're</p> <p>8 going to -- we negotiated the purchase for that too.</p> <p>9 Q. Okay. So you -- what you ended up really</p> <p>10 purchasing was you purchased the entity known as Fore</p> <p>11 Star; is that correct?</p> <p>12 A. We purchased -- during the closing, we</p> <p>13 purchased a few entities, a couple entities minimum.</p> <p>14 It may be more.</p> <p>15 Q. Was Fore Star --</p> <p>16 A. I think Fore Stars. I think we bought</p> <p>17 WRL, which is -- it's a different company. And it</p> <p>18 has no real property, no real estate property. And</p> <p>19 we purchased -- I don't remember if there was a</p> <p>20 manager to it. I remember some discussion about who</p> <p>21 is managing who is what if we need to purchase that</p> <p>22 too. I don't recall the entire structure.</p> <p>23 Q. Okay. And at the time that you -- why did</p> <p>24 you purchase WRL?</p> <p>25 A. Because I want to own water rights.</p>
<p style="text-align: right;">Page 35</p> <p>1 So there was no way to do it -- to buy the</p> <p>2 real property and Peccole said you're going to have</p> <p>3 to buy the company with all its liabilities including</p> <p>4 the contract, so we purchased the company.</p> <p>5 Q. Got it. And that contract was to take a</p> <p>6 portion of the property and put it in the entity that</p> <p>7 owned the tower, Queensridge --</p> <p>8 A. There's -- in the initial parcel map, you</p> <p>9 see a small parcel. There was two different zonings</p> <p>10 on the property. They never do this. They've done</p> <p>11 it but prior to our dealings. So there were two</p> <p>12 different zonings, two different distinct categories</p> <p>13 of zoning on the property. And under the law,</p> <p>14 the new law, at least the law, the way the city does</p> <p>15 business, it had to be two separate properties. A</p> <p>16 portion of it was in another property because of the</p> <p>17 business end, so the lot had to be amended.</p> <p>18 So it was a shifting of lot lines to</p> <p>19 capture that piece of property -- Queensridge Towers,</p> <p>20 whatever they deserved and gave Fore Stars what it</p> <p>21 deserved, and then the price was changed because at</p> <p>22 that point everybody knew it was the golf course.</p> <p>23 The Peccoles admitted that the golf course lost last</p> <p>24 year 1,200,000. They had to put four million dollars</p> <p>25 into it in the year prior to it to fix the greens and</p>	<p style="text-align: right;">Page 37</p> <p>1 Otherwise I would have to go buy them.</p> <p>2 Q. So WRL was the entity that held the water</p> <p>3 rights?</p> <p>4 A. WRL is the company that owned the water</p> <p>5 rights, yeah.</p> <p>6 Q. Okay. And did -- your contract to</p> <p>7 acquire, did it break out -- you paid seven and a</p> <p>8 half million for the golf course, Fore Star?</p> <p>9 A. Fore Stars, yes.</p> <p>10 Q. And then you had separate consideration</p> <p>11 you paid for these other entities?</p> <p>12 A. Yes, correct.</p> <p>13 Q. Do you recall how much you paid for WRL?</p> <p>14 A. I think it happened to be also seven and a</p> <p>15 half million. It was an arbitrary number.</p> <p>16 Q. All in, under your were, option you to pay</p> <p>17 15. Is that it?</p> <p>18 A. No, it's not. The numbers changed.</p> <p>19 Before when we were buying only the golf course for</p> <p>20 15 and we would have leased the water rights.</p> <p>21 Q. Okay.</p> <p>22 A. And in 2015, we were buying the company</p> <p>23 that owns the real estate for seven and a half</p> <p>24 million and then we buy water rights for seven and a</p> <p>25 half million. So we didn't have to lease the water</p>

<p style="text-align: right;">Page 38</p> <p>1 rights. Because the Peccoles realized the golf 2 course have --- 3 Q. So you got the golf course at a better 4 price than what the original option called for? 5 A. That's right. 6 Q. Got you. Okay. 7 MR. JIMMERSON: For what it matters, I 8 really think the close is about March 2 and not 9 April. Within 30 days. 10 MR. BICE: That's fine. He said he 11 thought it was around that time. That's fair. 12 BY MR. BICE: 13 Q. Okay. So when you were doing your due 14 diligence on the property, I assume you were not 15 buying this to run a golf course? 16 A. That's not exactly true. 17 Q. Okay. So you -- at the time that you were 18 purchasing it, you were -- you may have been willing 19 to run a golf course? 20 A. My original idea was to try to build a 21 very luxurious 18 hole golf course and develop the 22 lower nine holes, including a piece of many acres. I 23 can't remember, maybe 12 acres behind my house that 24 would be free because it's part of the lower nine and 25 develop that and run the golf course on the rest.</p>	<p style="text-align: right;">Page 40</p> <p>1 company, and they came in and spent a few weeks on 2 the property and they do due diligence and they went 3 back to Florida, I believe, and they come back and 4 made a presentation and toward the end of December of 5 2014, to my recollection. 6 Q. They made a -- they made a recommendation? 7 A. A presentation. 8 Q. Presentation? 9 A. The findings. 10 Q. The findings in December of '14? 11 A. Yes. 12 Q. AND what were their findings to you? 13 A. Their findings were that he had -- I 14 remember that we were sitting around the table like 15 that. And they were on one side. And this man that 16 came was named Bobby, was his name, Bobby Weed. So 17 this gentleman said I've got bad news actually. I 18 think that this golf course is not going to make it. 19 And I think that -- because he saw the proposal to 20 put a lot of trees on the sides on the golf course. 21 And I don't think it's going to make it. And he gave 22 us the bad news are where the golf course is, what 23 the infrastructure looked like, and then he told us 24 what the industry is doing and where is it heading, 25 you know, in published opinions and his opinion. And</p>
<p style="text-align: right;">Page 39</p> <p>1 But in the due diligence -- 2 Q. So you -- so when you were doing this due 3 diligence to acquire the property, was your original 4 plan that you were going to eliminate nine holes and 5 then just have an 18 hole luxury golf course? 6 A. That was the original plan. 7 Q. That was your original plan. Okay. 8 A. The original. It's not a plan. It's all 9 conceptual because, you know, when you purchase a 10 piece of property, you think what to do with it. 11 Q. I understand. But that was originally 12 what you hoped to do? 13 A. That's what I was hoping to do, that's 14 correct. 15 Q. When did you -- when did that sort of -- 16 when did you change what you ultimately were going to 17 do? 18 A. I believe around November or December of 19 2014, Frank had hired a very able and qualified golf 20 builder. People that do due diligence on golf 21 courses manage golf courses but they also do due 22 diligence. I can't recall the name of the 23 individual. It's on the top of my head but I can't 24 get it but in a second I'll get the name. I'll let 25 you know when I get the name. So we hired the</p>	<p style="text-align: right;">Page 41</p> <p>1 I remember him saying that five and a half golf 2 courses have to be closed in this town just for the 3 other ones to make it but he suspected that even more 4 are going to close because the industry is in 5 trouble. That's the first time. 6 Q. And that was in December of '14? 7 A. Yes. 8 Q. And how much time -- when he made that 9 presentation to you, how much time did you have left 10 on the option? 11 A. I think we closed on March, is it? Early 12 March. 13 Q. Okay. Early March. So did you get an 14 extension of the closing at any point in time? 15 A. No, I don't think there was an extension 16 because we purchased a company, so the option was not 17 there anymore. 18 Q. Got it. 19 A. I think that's what happened. 20 Q. Okay. Okay. Because your option was to 21 purchase the land? 22 A. That's correct. 23 Q. And you ultimately didn't even exercise 24 the option because you ended up purchasing the 25 company?</p>

<p style="text-align: right;">Page 42</p> <p>1 A. That's what I think happened.</p> <p>2 Q. So you really weren't -- at that point in</p> <p>3 time, it sounds like you weren't really under time</p> <p>4 restrictions, or were you?</p> <p>5 A. I think so. I think they gave us -- I</p> <p>6 can't remember. They gave us 90 days, 120 days,</p> <p>7 whatever, to close, and during that period of time we</p> <p>8 closed. As I mentioned to you prior, we have done --</p> <p>9 we started due diligence. When he gave me the heads</p> <p>10 up, we started due diligence, including, I think,</p> <p>11 hiring this company, the Weed company.</p> <p>12 Q. And did the Weed Company give you -- was</p> <p>13 it a written presentation?</p> <p>14 A. I believe it was Weed. Weed. W-E-E-D.</p> <p>15 Q. Bobby Weed?</p> <p>16 A. Bobby Weed. Frank Pankratz would know.</p> <p>17 MR. JIMMERSON: Bad name for a golf</p> <p>18 course.</p> <p>19 BY MR. BICE:</p> <p>20 Q. Did he give you a written presentation?</p> <p>21 A. I believe he also left a written document.</p> <p>22 They had extensively drawn on the board all the</p> <p>23 issues one by one, prepared it, hour and a half,</p> <p>24 couple hours. I remember this meeting because it was</p> <p>25 so memorable because of the bad news. But they</p>	<p style="text-align: right;">Page 44</p> <p>1 Q. And what did you find out in 2001?</p> <p>2 A. We got into -- you know, a conversation</p> <p>3 and not comfortable conversation with the Peccoles,</p> <p>4 and they said, look at your documents. You purchased</p> <p>5 the property. Look at your book and see what it is.</p> <p>6 This property is developable any time. You have no</p> <p>7 promises. No issuances. And I remember I said, I'm</p> <p>8 not closing the rest of the 24 lots, I think I had</p> <p>9 left to close on that street, and they said, Well,</p> <p>10 then don't buy them. Just give me a deed restriction</p> <p>11 on this section so I can have it. They said</p> <p>12 absolutely not. Other people asked for them. People</p> <p>13 that live behind you in big homes here asked for the</p> <p>14 same thing and didn't get it. We're never going to</p> <p>15 put a deed restriction on the property. I wasn't</p> <p>16 happy with that conversation with Greg Gorjian, so I</p> <p>17 went to talk to Larry Miller and basically got the</p> <p>18 same answer from him.</p> <p>19 Q. So you attempted -- when you were</p> <p>20 purchasing lots, you attempted to get a restriction</p> <p>21 on the golf course property?</p> <p>22 A. I wanted to get a restriction, deed</p> <p>23 restriction, and the Peccoles refused to grant it</p> <p>24 because the property is developable and valuable.</p> <p>25 Q. Did you attempt to get that restriction</p>
<p style="text-align: right;">Page 43</p> <p>1 prepared every line item on the board and it was a</p> <p>2 huge board of here's where you are and here's what we</p> <p>3 think you should do.</p> <p>4 Q. All right. So when you got that bad news,</p> <p>5 did you contemplate canceling the deal?</p> <p>6 A. No, not at all.</p> <p>7 Q. Why not?</p> <p>8 A. Because I wanted the property.</p> <p>9 Q. Why did you want the property?</p> <p>10 A. I had been living on it, and I knew that</p> <p>11 land rights exist on this piece of property, and if I</p> <p>12 don't do it, somebody else will do it and develop it.</p> <p>13 Q. When did you know that the land rights</p> <p>14 existed on the property?</p> <p>15 A. 2000 or there about, that time frame.</p> <p>16 Q. How did you know that?</p> <p>17 A. Peccoles moved to develop a piece of the</p> <p>18 golf course in Queensridge -- the connection between</p> <p>19 Queensridge north and south. I wanted a piece of</p> <p>20 property on a portion of the golf course that was not</p> <p>21 used and they started grading it and there was a big</p> <p>22 hula hoo and I was building a few homes right behind</p> <p>23 it, four or five homes, and that's -- you know,</p> <p>24 that's how I find out what I -- you know, what the</p> <p>25 land rights are of the property.</p>	<p style="text-align: right;">Page 45</p> <p>1 from them in writing?</p> <p>2 A. I inquired about getting the restriction</p> <p>3 and then I learned about the vast zoning rights of</p> <p>4 this piece of property. They clearly walked me</p> <p>5 through the documents. We had an attorney reviewing</p> <p>6 the documents and they said this property is also</p> <p>7 developable, just like the Peccoles are telling you.</p> <p>8 So I did not ask any more to restrict views or</p> <p>9 anything. That's it. And I decided to move forward</p> <p>10 and close the rest of the lots.</p> <p>11 Q. So that was in 2001?</p> <p>12 A. That was the first time, yes.</p> <p>13 Q. And so your testimony is that you knew in</p> <p>14 2001 that the golf course property was developable;</p> <p>15 is that right?</p> <p>16 A. That's correct. You know, now that I'm</p> <p>17 talking about it, I just remember, and I want a very</p> <p>18 clear record here, in 2006 we also acquired a</p> <p>19 restriction on the property, on the properties right</p> <p>20 below the towers for the time period of the option.</p> <p>21 Only for the piece that would disturb, you</p> <p>22 know -- where the nine holes is, because we were very</p> <p>23 concerned that it would -- Peccole would try to build</p> <p>24 in our tower right there on the front. He's going to</p> <p>25 hurt Queensridge towers. And since we had -- we</p>

<p style="text-align: right;">Page 46</p> <p>1 bought their shares, we restricted it.</p> <p>2 Q. You wanted a restriction so he couldn't</p> <p>3 build something on that property?</p> <p>4 A. For the time that we have the option. If</p> <p>5 they decide not to sell us the property, then they</p> <p>6 can build it themselves.</p> <p>7 Q. Okay. So in 20 -- so from 2001 forward,</p> <p>8 how many houses -- how many lots did you buy and</p> <p>9 build on?</p> <p>10 A. Probably about 29, 29 or 30 lots.</p> <p>11 Q. And so do you know, was -- did you have</p> <p>12 anything to do with Mr. Binion's home?</p> <p>13 A. No.</p> <p>14 Q. How about any of the plaintiffs in this</p> <p>15 lawsuit, did you have anything to do with any of</p> <p>16 their homes?</p> <p>17 A. No. Not at all.</p> <p>18 Q. Okay. How about -- do you know Dale</p> <p>19 Reisner (ph)?</p> <p>20 A. I do.</p> <p>21 Q. Did you have anything to do with his home?</p> <p>22 A. Not as a builder. I just helped him when</p> <p>23 he had problems in his house.</p> <p>24 Q. How did you help him?</p> <p>25 A. He asked me to be -- he asked me to help</p>	<p style="text-align: right;">Page 48</p> <p>1 had buyers when this was going on. So the people</p> <p>2 that I sold at the time and after knew the</p> <p>3 possibility the golf course would be built.</p> <p>4 Q. But do you know whether you discussed that</p> <p>5 with any of them?</p> <p>6 A. Yes, I did. Of course I did.</p> <p>7 Q. Who did you discuss it with?</p> <p>8 A. The own -- I can tell you by lots. I</p> <p>9 can't remember the names anymore of the buyers. The</p> <p>10 owner of lot number 5. I can't remember the buyer's</p> <p>11 name, but I can remember the house. The gentleman's</p> <p>12 name is Milton Homer. And a gentleman named -- that</p> <p>13 bought lot four at the same time those houses were</p> <p>14 already sold and being built when that lot was going</p> <p>15 on. We discussed with people -- buyers coming and</p> <p>16 going the possibility of the golf course being</p> <p>17 developed. I think Clyde Turner was involved too.</p> <p>18 Q. You say he knew that the golf course was</p> <p>19 going to be developed?</p> <p>20 A. Yes.</p> <p>21 Q. And when did he learn that?</p> <p>22 A. He learned it when he purchased -- what I</p> <p>23 understood at the time from all the commotion over</p> <p>24 the lot, because it was bordering his house, that he</p> <p>25 had asked for the restriction on the golf course and</p>
<p style="text-align: right;">Page 47</p> <p>1 him out on issues he had at his house. I became an</p> <p>2 expert witness or something.</p> <p>3 Q. And did he pay you to do so?</p> <p>4 A. No, I didn't want --</p> <p>5 Q. Just helping him out?</p> <p>6 A. Yeah.</p> <p>7 Q. Now, of those -- all those lots -- of</p> <p>8 those 29 to 30 lots that you sold after 2001 and that</p> <p>9 you built houses on, did you tell any of those people</p> <p>10 that the golf course was developable?</p> <p>11 A. It's recorded on the deed. It expressly</p> <p>12 shows in the -- in the book that you get with it and</p> <p>13 it shows the development rights on this piece of</p> <p>14 property.</p> <p>15 Q. So --</p> <p>16 A. So we give all disclosure, disclosures,</p> <p>17 proper disclosures and signed the individuals of</p> <p>18 every single sheet that had to be signed and initial,</p> <p>19 including the initials that the zoning exists.</p> <p>20 Q. And did you -- again, did you disclose --</p> <p>21 did you talk to any of those people to whom you were</p> <p>22 selling these homes that the golf course could be</p> <p>23 developed?</p> <p>24 A. I don't know that I discussed the golf</p> <p>25 course could be developed but absolutely because I</p>	<p style="text-align: right;">Page 49</p> <p>1 the Peccoles refused to give it to him. He had</p> <p>2 attorneys that negotiated it and was trying to get a</p> <p>3 release and they did not. They said, don't buy the</p> <p>4 lot. And in 2001 it came back. And when he</p> <p>5 discussed it with them again, they told me -- because</p> <p>6 we were trying to organize and I believe I talked to</p> <p>7 Clyde Turner at the time to try to stop it. And the</p> <p>8 Peccoles told me that Clyde Turner had -- you know,</p> <p>9 had known about these rights when he purchased the</p> <p>10 property and his attorney was trying to negotiate a</p> <p>11 special provision for him and others in the</p> <p>12 neighborhood as well.</p> <p>13 Q. So did you ever talk to Clyde Turner about</p> <p>14 the fact that the golf course was developable?</p> <p>15 A. In 2001?</p> <p>16 Q. Yes. Okay.</p> <p>17 A. I don't think we talked about the golf</p> <p>18 course was developable. Let's make -- you know, the</p> <p>19 piece we're dealing with, those acreage behind -- you</p> <p>20 know, the documents, the property's basically</p> <p>21 developed. The property's developed. There's zoning</p> <p>22 and there's land rights.</p> <p>23 Q. Okay. The property upon which the golf</p> <p>24 course sits?</p> <p>25 A. Yes.</p>

<p style="text-align: right;">Page 50</p> <p>1 Q. You and Mr. Turner discussed the fact that 2 it was developable? 3 A. Yes. 4 Q. In 2001? 5 A. Yes. 6 Q. Did you do that in writing? 7 A. No. 8 Q. Anyone else that you can recall in 2001 9 discussing that with? 10 A. In the neighborhood? 11 Q. Yes. 12 A. Or outside the neighborhood? 13 Q. Inside the neighborhood. Let's deal with 14 that first, in 2001. 15 A. I don't recall. We spoke, many of us, 16 because there were a lot of people were concerned 17 there was a lot going on, and in the end, you know, 18 fortunately for us, the golf course operator could 19 not have -- could not have -- get out of his lease. 20 And there was an easement that was tied up to the 21 lease and he couldn't get the lessor to release it 22 and they had to give up. 23 Q. Which lot are you talking about? 24 A. A portion of the golf course. They were 25 taking about an acre, really an acre and a half just</p>	<p style="text-align: right;">Page 52</p> <p>1 rights of the golf course. 2 Q. That would have been 2001? 3 A. Yes. I remember we had an additional set 4 of attorneys at the time. 5 Q. All right. So you then believed, as of 6 2001, that the golf course property could be 7 developed into residential; is that right? 8 A. I believe that the property -- I knew, 9 yes. The answer would be yes. But what I knew is 10 after carrying out the (inaudible) zoning, and that's 11 what the attorneys all concluded. 12 Q. So in 2015 when you're closing on the 13 property, in March it sounds like in 2015, was it 14 your intent to purchase the property or were you 15 closing on the entity? Was it your intent to acquire 16 the property for residential development? 17 A. The front for mixed use type of 18 development. And the back, at the time, when we 19 closed, we only knew we were going to have to develop 20 the whole thing, yes, but the mixed use on the front, 21 the type of mixed use and building a residential, low 22 density residential, yes. 23 Q. Just so the record's clear, when you're 24 talking about the front, what -- which property are 25 you talking about?</p>
<p style="text-align: right;">Page 51</p> <p>1 about and trying to develop it. They graded it 2 actually. They brought many trucks of dirt and they 3 raised the dirt and -- 4 Q. And they weren't able to do so? 5 A. Because the golf course was on the lease 6 which encumbered the property and the lessee would 7 not release that from its lender. So that was the 8 reason that lot never came to fruition. 9 Q. Okay. Anyone else in the neighborhood, 10 inside the neighborhood in 2001 you say you discussed 11 that with? 12 A. I do. I don't recall the names because 13 people at the time, they were not my customers or 14 Clyde Turner that I knew from previous dealings, I 15 wouldn't know. 16 Q. How about people outside of the 17 neighborhood? 18 A. Yes, attorneys. 19 Q. Attorneys? 20 A. Attorneys we hired to look at documents at 21 that time. 22 Q. And who was that? 23 A. I don't recall the name of the attorneys. 24 But I think that subsequently we talked to Sklar 25 about those -- you know, about these items about the</p>	<p style="text-align: right;">Page 53</p> <p>1 A. About 70 acres in the front. 2 Q. The 17 acres in the -- 3 A. 17 -- at the time we closed, we knew we 4 were going to develop the property in pieces, you 5 know, over many years. We did not know we're going 6 to do this in a development agreement. There was no 7 development agreement idea or get zoning for the 8 property in one shot. But, you know, we had an idea 9 of what's going to happen with the property over the 10 years, how we're going to develop it, and that's when 11 we went to the council meeting. 12 Q. But when you closed on the property or 13 when you closed on the entity, you acquired the 14 rights on the property, it was your intention to have 15 mixed use, which you're saying in the front, which is 16 right along Rampart? 17 A. Correct. 18 Q. And then the back, which is where the 19 residences already are, the larger residences, you 20 were going to have low density residences in that 21 area? 22 A. We didn't know how many, what size, what 23 type. But the idea is we put low density and high 24 density in front. 25 Q. And the front being along Rampart, that's</p>

<p style="text-align: right;">Page 54</p> <p>1 right across -- Tivoli is right across the street, 2 correct? 3 A. The 70 acres, we treat it as the front. 4 Q. The 70 acres you treated? 5 A. 70 acres we treat as the front, out of 6 which is 17 we wanted to develop because the market 7 was right. Everything else would be for a later 8 point. 9 Q. So the 17 acres you would develop first 10 and then you said the remainder of the 70 you would 11 develop at a later point in time? 12 A. That was the idea, yes. 13 Q. So as part of -- 14 A. I want to make sure the record is clear. 15 I don't think we would have developed the remainder 16 of the 70 acres in one shot. The idea was to get 17 another parcel map, propose the project separately on 18 each piece, you know, entitle another piece. Get a 19 separate parcel and then do another piece. 20 Q. And then you -- was it your intention -- 21 was to start at the front and then just keep moving 22 back? 23 A. No. The intention was to go to where the 24 market would allow a project to be developed. So you 25 have the project in front of the -- the intention was</p>	<p style="text-align: right;">Page 56</p> <p>1 A. We're going back in time because right now 2 we were post closing. 3 Q. Fair enough. We're backing up. Before 4 you closed, before you acquired the entity, was there 5 any due diligence in terms of looking at the city's 6 zoning that existed on the property? 7 A. Yes. 8 Q. Was there anything done in terms of 9 looking at the city's land use on the property? 10 A. I don't believe so. The issue -- the 11 zoning verification letter. We did a lot -- we went 12 to the city and said, Guys, here's the deal. We just 13 got -- you know, here's the deal we have. We can 14 purchase this piece of property. Because here's what 15 the industry is, and the Peccoles are not doing too 16 well with the property. They want to sell it and we 17 want to know if the property is developable or not. 18 We know the property is developable. They proposed 19 some development on it after that. If the property's 20 not developable and you have any contract or any 21 easement or anything that can prevent the property 22 from being developed, we want to know because we 23 don't want to purchase it. 24 Q. And who at the city did you have that 25 conversation with?</p>
<p style="text-align: right;">Page 55</p> <p>1 to develop the front project because we had an 2 interest in that piece of property by a third party. 3 And we could have started at the same time. We had 4 an interest -- you know, once we have an interest in 5 the back, we would start in the same time period. 6 Q. The property in the front, that's the 70 7 acres? 8 A. There is three -- there's three. 9 Q. Parcels now? 10 A. No. Two distinguished zonings for the 11 properties. One is PD, planned development, one of 12 the smaller pieces of property, and then there is a 13 {RPD. 14 Q. Well, here's what I'm trying to 15 understand. You just testified a minute ago that you 16 had an interest in the front property by a third 17 party. 18 A. Correct. 19 Q. And who was that? 20 A. It was Calida properties were interested 21 to purchase from us 17 acres, 17 and a half, 18, we 22 didn't know at the time, to put multiple -- 23 multifamily residential for rent. 24 Q. So as part of the due diligence before you 25 started to acquire the entity, do you know --</p>	<p style="text-align: right;">Page 57</p> <p>1 A. With the head of planning. 2 Q. That would be Mr. Perrigo? 3 A. Mr. Perrigo. I also believe that we had 4 the conversation with Mr. Beers, and I believe that I 5 sat here and heard that he doesn't recall any 6 meetings with us on this project prior to almost a 7 year later or nine months later, eight months later. 8 But I know that we went and spoke to him and we spoke 9 to -- spoke to Councilman Ross and Councilman Stavros 10 and the mayor, Mr. Kaufman and the last councilman. 11 What's his name, MacDonald? 12 Q. Tarkanian? 13 A. Mr. MacDonald. And Mr. Tarkanian. Mrs. 14 Tarkanian. Yes, we have discussed with each one of 15 them separately, you know, meetings with them. 16 Here's what we got. We are being offered this piece 17 of property and here's what we're planning to do with 18 it because this was the situation. And we want to 19 know what you're thinking. 20 Q. Okay. So you discussed with each of the 21 council members, including Mr. Beers, before March of 22 2015, what you wanted to do? 23 A. I think it was in 2014 and then again in 24 2015. I think in December of 2014 we spoke to them 25 and then in the week prior to closing we went again</p>

<p style="text-align: right;">Page 58</p> <p>1 to speak with the council of what we want to do. We 2 wanted to develop the front, the multifamily. We are 3 going to keep the property -- we think we can 4 maintain a lease on the property, and we're going to 5 come up with projects in the future, with projects 6 where we go, but we are going to protect the 7 neighbors and protect my house, and this is how we're 8 going to do it. 9 We think that multifamily will belong in 10 this area and low level density belongs in the back. 11 Q. So did you have any sort of written plans 12 to show them? 13 A. No. 14 Q. This was just -- did you show them 15 anything in writing when you met with them? 16 A. Yes. 17 Q. What did you give them in writing? 18 A. I think a Google map of the area. We 19 brought a large one, and we showed them what I want 20 to do. 21 Q. And on the Google map of the area did you 22 kind of show them roughly where you were proposing 23 these various design elements? 24 A. Concept. Here's the concept. We want to 25 know if it's okay with you. What do you think about</p>	<p style="text-align: right;">Page 60</p> <p>1 idea. We want to see more. And I think we will 2 support something like that. 3 Q. So when you purchased it, when you 4 purchased the interest in the property, you didn't 5 believe -- let me rephrase it this way. 6 When you purchased the property, you 7 didn't do so in reliance on anything that any of the 8 council members had told you? 9 A. Of course I did. 10 Q. You did? 11 A. I relied on the letter that I got from the 12 city. And I relied on what we heard from council 13 from all seven members twice. I actually recall 14 clearly five members that I met with the second time 15 around, but I believe that we met with all seven 16 members on the subsequent meeting that we had with 17 the city prior to closing and showed them the concept 18 again. But if somebody said, no, I will never go for 19 it, we would have probably got more of a discount. 20 Q. What do you mean you would have probably 21 gotten more of a discount if somebody had said, no, 22 we will never go forward? 23 MR. JIMMERSON: Let the record reflect 24 he's smiling. 25 THE WITNESS: We would renegotiate or</p>
<p style="text-align: right;">Page 59</p> <p>1 it? Here's -- we basically showed them the change 2 and this is our idea of the -- you know, very long 3 run development of golf course. That exactly was the 4 understanding. 5 Q. And did any of the council members express 6 any reservations about what you were telling them? 7 A. No. As a matter of fact, I think we've 8 been complimented by every single one of them at that 9 time. 10 Q. Did they all tell you they were in support 11 of it? 12 A. They told us they think it's an amazing 13 idea of, you know, converting green -- very low 14 density and putting density where density belongs. 15 Q. Did any of them indicate to you that they 16 were opposed to it? 17 A. No. 18 Q. Did they indicate to you -- any of the 19 council members indicate to you that they would 20 support it? 21 A. No. They all said they need to learn 22 more. They have to work with staff. And work 23 with -- no, not at all. They liked the idea of it. 24 I don't think they said -- yeah, as a matter of fact, 25 I think that a few of them said this is the greatest</p>	<p style="text-align: right;">Page 61</p> <p>1 rethink where we are with this property. 2 BY MR. BICE: 3 Q. So if any of the council members had 4 indicated to you they were opposed to this, you might 5 not have purchased the property? 6 A. I don't know. I shouldn't have said it. 7 I don't know what I was thinking at the time. I 8 don't know what I would have thought. But I can tell 9 you that nobody opposed. I can tell you that we got, 10 in some cases, Hail does a great visionary for that 11 concept and in some cases they say we want to see 12 more. We want you to work with planning. We want 13 you to take it to the neighbors early, and we've done 14 all of that. 15 Q. So before you purchased it, did you talk 16 to any of the homeowners? 17 A. Yes, I did. 18 Q. And who are the homeowners that you talked 19 with and told them your plans? 20 A. I met with various homeowners. I can't 21 tell you exactly who. In particular I remember 22 meeting with Clyde Turner and Howard Bullock, his 23 partner. 24 Q. And Howard Bullock? 25 A. Right. I met with others but the</p>

<p style="text-align: right;">Page 62</p> <p>1 important meeting for me was with them because Clyde 2 lives there and he's a very -- he's a developer and I 3 I had a lot of respect for him at the time, and I 4 wanted to meet with him prior to closing. 5 Q. And when did you meet with Mr. Turner? 6 A. I believe it was very close to closing, if 7 not within a week of closing. 8 Q. Before closing or after? 9 A. I believe it to be before closing. My 10 recollection is it was before closing. 11 Q. Okay. 12 A. Because I think I said we're about to 13 close on this piece of property. Here's what it is. 14 Here's what's going on. And shared our vision what 15 we think the concept would be, you know, the concept 16 would be behind -- you know, on the 180, as we all 17 call the 180. 18 Q. And what was the vision that you shared 19 with him? 20 A. That we would landscape the property. 21 That we would landscape it like the 180 to create 22 canyons on the property because it's already 23 canyonee, so enhance the canyons and create 24 elevations and create topography on it. And then put 25 landscaping like Shadow Creek and build a very low</p>	<p style="text-align: right;">Page 64</p> <p>1 closed -- 2 Q. I'm trying to figure out who you say you 3 spoke with before you closed. 4 A. I can't recall the timing exactly but at 5 the time that I met with Mr. Turner, I met with 6 others at the time. So at the same time I met with 7 him, other people are coming in. Maybe the Roseners. 8 Q. The Roseners? 9 A. Yes. I think the Roseners I spoke with. 10 And like I said, that was the concept. 11 Q. And they all indicated they supported it? 12 A. I can tell you Clyde Turner did say that. 13 I don't recall what, you know, Dale or his wife said. 14 I can tell you that nobody opposed it. 15 Q. Well, did you show them any drawings or 16 how you were going to move the property -- or how you 17 were going to build out the property? 18 A. No, I don't think so. I think there was 19 only a Google map at the time and I was just drawing 20 on the Google map a piece of paper, a large sheet, 21 the concept. 22 Q. So at the time then -- let's use this 23 exhibit to give a point of reference. 24 (Exhibit Number Num was marked.) 25 ///</p>
<p style="text-align: right;">Page 63</p> <p>1 number of homes on these areas in between. 2 So what the homeowners get, what we get, 3 we get a beautiful landscaping bordering our lots and 4 a view of fascias. You know, we hide the house and 5 then you can see it. And then on the perimeter, 6 where it's a high traffic area, we will build low 7 density and then we'll shift densities into the 8 front. We'll start in and shift to the front. 9 But that was the concept and I 10 particularly remember that Clyde Turner goes, Wow. I 11 think it's going to work. He said to me a few times, 12 I think it's going to work if you hire this landscape 13 architect, and I think that you need to take a 14 helicopter from here to Shadow Creek and back and 15 that's how you're going to sell those estates. 16 That's what he told me. That's my clear recollection 17 of that meeting. 18 Q. Any other homeowners other than Mr. Turner 19 you spoke to? 20 A. I mentioned Howard Bullock. Yes, I met 21 with other owners. I can't recall their names. I 22 met with at least a dozen homeowners at the time. 23 Q. And when you say you met with a dozen, 24 that was before you closed on the property? 25 A. Either before -- either at the time I</p>	<p style="text-align: right;">Page 65</p> <p>1 BY MR. BICE: 2 Q. Showing you what's been marked as Exhibit 3 Number 1, can you tell me what this is? 4 A. I believe it's a zoning notification on 5 four separate pieces of property. 6 Q. And did you request this from the city? 7 A. I believe my office asked for it. 8 Q. Okay. It says ENB companies but that 9 should probably be EHB Companies? 10 A. I don't know what it says. I didn't read 11 it. I just read the top. 12 Q. If you look at the address to where it's 13 sent, I assume that's just a typo, or is there an 14 ENB? 15 A. No. No. 16 Q. Fair enough. I just wanted to make sure. 17 You asked for a verification of the zoning 18 on the property, correct? 19 A. Right. 20 Q. Prior to purchasing -- prior to closing on 21 the transaction, did you know what the property's 22 designation was under the city's general plan? 23 A. I don't know. I don't recall. But I 24 don't think that we dealt with designations because 25 of the zoning. We had a -- we had a due diligence</p>

<p style="text-align: right;">Page 66</p> <p>1 and zoning supersedes everything above it.</p> <p>2 Q. Who told you that?</p> <p>3 A. The lawyers that did the due diligence.</p> <p>4 Q. So you relied upon their advice?</p> <p>5 A. I relied upon our understanding of the law</p> <p>6 and what the city says. The discussion was we want</p> <p>7 to know if we can build on this property. We want a</p> <p>8 letter telling us we can build this property. For</p> <p>9 that very reason you just mentioned right now we</p> <p>10 wanted this letter.</p> <p>11 Q. You wanted a letter to verify that you</p> <p>12 could build on the property?</p> <p>13 A. Mm-hmm.</p> <p>14 Q. And that's what you told the city when you</p> <p>15 requested this letter?</p> <p>16 A. We wanted a zoning verification letter</p> <p>17 because the city expected it. Hard zoning supersedes</p> <p>18 everything above it.</p> <p>19 Q. When did the city tell you that?</p> <p>20 A. December. Prior to December. We went to</p> <p>21 the city remember to -- to testify to it to</p> <p>22 Mr. Perrigo and asked him to tell us to go and do a</p> <p>23 study and figure out these parcels, these pieces of</p> <p>24 property, within the entity that we're purchasing,</p> <p>25 how developable. If the city has a contract, an</p>	<p style="text-align: right;">Page 68</p> <p>1 A. At the city.</p> <p>2 Q. The city?</p> <p>3 A. City planning department.</p> <p>4 Q. Do you remember if Peter Lowenstein was</p> <p>5 there?</p> <p>6 A. I think so. I don't remember. I don't</p> <p>7 want to make a record here for something I'm not for</p> <p>8 sure 100 percent. I know for sure that Mr. Perrigo</p> <p>9 was with others from his department and I'm sure 100</p> <p>10 percent that Mr. Pankratz and myself and somebody</p> <p>11 else was there.</p> <p>12 Q. Was Mr. Rankin there?</p> <p>13 A. Maybe.</p> <p>14 Q. Do you know Jim Lewis?</p> <p>15 A. Yes.</p> <p>16 Q. How do you know Mr. Lewis?</p> <p>17 A. Only from there.</p> <p>18 Q. Was he at that meeting?</p> <p>19 A. We don't refer to him as Mr. Lewis. We</p> <p>20 refer to him as Mr. Binion's attorney in the office.</p> <p>21 Q. Okay.</p> <p>22 A. He may be. I don't know.</p> <p>23 Q. All right. Let's take a break. Mr.</p> <p>24 Jimmerson wanted to take a break.</p> <p>25 THE VIDEOGRAPHER: The time is 3:37 p.m.</p>
<p style="text-align: right;">Page 67</p> <p>1 easement, an instrument that otherwise would prevent</p> <p>2 construction on this piece of property.</p> <p>3 Q. So you asked Mr. Perrigo to do this</p> <p>4 research in 2014?</p> <p>5 A. Yes.</p> <p>6 Q. Who asked him?</p> <p>7 A. Frank and I in the meetings that we had.</p> <p>8 Q. Mr. Pankratz and yourself?</p> <p>9 A. I apologize, yes.</p> <p>10 Q. Was it just the three of you in this</p> <p>11 meeting?</p> <p>12 A. I believe there were more people.</p> <p>13 Q. Who else was there, do you remember?</p> <p>14 A. There were people on his side. And I'm</p> <p>15 not sure, but I think we had one more person or two</p> <p>16 more persons on our side. I think Al was on our side</p> <p>17 too. Al -- Mr. -- I can't remember his last name.</p> <p>18 MR. JIMMERSON: Mickal.</p> <p>19 THE WITNESS: Al Mickal.</p> <p>20 MR. JIMMERSON: When you have time --</p> <p>21 THE WITNESS: Mr. Harrison was there.</p> <p>22 MR. JIMMERSON: When you have time, we've</p> <p>23 been going an hour and 20 minutes.</p> <p>24 BY MR. BICE:</p> <p>25 Q. And where was this meeting at?</p>	<p style="text-align: right;">Page 69</p> <p>1 and we are off the video record.</p> <p>2 (Whereupon, a recess was had.)</p> <p>3 THE VIDEOGRAPHER: We are back on the</p> <p>4 video record at 3:48 p.m.</p> <p>5 BY MR. BICE:</p> <p>6 Q. So in this meeting that you had at the</p> <p>7 city and at Mr. Perrigo's office, and that was</p> <p>8 sometime in December of 2014 or was it before?</p> <p>9 A. It may be before. Maybe between November</p> <p>10 and December, but it may be December. I can't tell</p> <p>11 you exactly.</p> <p>12 Q. So as part of that discussion, had you</p> <p>13 told the city's planning staff what your vision was</p> <p>14 for the project?</p> <p>15 A. No, no, no. We just want to know if the</p> <p>16 property is developable, if there is an easement or</p> <p>17 instrument that would restrict development of this</p> <p>18 piece of property.</p> <p>19 Q. Well, did you tell them what sort of</p> <p>20 development?</p> <p>21 A. No. The the R-PD7 is residential</p> <p>22 development. You can build up to seven and a half</p> <p>23 units on this property. Is it developable or do you</p> <p>24 have an easement or contract or something that will</p> <p>25 prevent you from doing it?</p>

<p style="text-align: right;">Page 70</p> <p>1 Q. Did you put that request to them in 2 writing?</p> <p>3 A. I don't believe so.</p> <p>4 Q. So how did you communicate that request to 5 them? Was this at that meeting?</p> <p>6 A. I don't know. I don't recall. Maybe Mr. 7 Pankratz sent a letter requesting it in writing. I 8 don't know.</p> <p>9 Q. But at the meeting, you're saying that the 10 city staff told you that there was nothing that 11 prohibited you from building up to seven units per 12 acre; is that correct?</p> <p>13 A. No, they didn't tell me anything. They 14 took the information and they said they're going to 15 do a study. I believe the study took three weeks to 16 do.</p> <p>17 Q. The study took three weeks?</p> <p>18 A. That's my recollection. Roughly three 19 weeks it took them to do it and get us that letter.</p> <p>20 Q. And the letter that they sent you is 21 Exhibit 1?</p> <p>22 A. I believe so, yes.</p> <p>23 Q. So before I had asked you when did the 24 city tell you that the zoning -- well, strike that. 25 Did you know that what the land use</p>	<p style="text-align: right;">Page 72</p> <p>1 otherwise prevent it from being developed. And it 2 included the property's developable 100 percent.</p> <p>3 Q. And when did they tell you that?</p> <p>4 A. They told us that prior to this letter -- 5 within days of this letter or maybe a few -- a couple 6 days, three days we met again.</p> <p>7 Q. So you met again before this letter?</p> <p>8 A. Yes.</p> <p>9 Q. And where did you meet before this letter?</p> <p>10 A. Within a week of that letter we met. Or 11 after we met. Just really within a few days prior to 12 this letter we met and they said that's their 13 findings.</p> <p>14 Q. I want to be clear about the timing here. 15 So did you meet with -- you had this meeting with 16 them you said three weeks before this letter?</p> <p>17 A. Three, four weeks before, my recollection 18 is that time period we met. We had a meeting with 19 them prior, saying we want you to do a study on a 20 piece of property for us and tell us if there is any 21 instrument that will restrict development. Can we 22 build houses on this piece of property.</p> <p>23 Q. And that's what you told the staff you 24 wanted to do? 25 A. Yes.</p>
<p style="text-align: right;">Page 71</p> <p>1 designation was under the city general plan for the 2 property?</p> <p>3 MR. JIMMERSON: Objection. Asked and 4 answered before but you can answer.</p> <p>5 THE WITNESS: We didn't know anything 6 about the general plan.</p> <p>7 BY MR. BICE:</p> <p>8 Q. And you didn't ask the city that?</p> <p>9 A. We did not. We asked to know if this 10 piece of property is developable. The conditions 11 occurring on this piece of property that would 12 otherwise make it developable or you have anything 13 that may prevent development that you know.</p> <p>14 Q. And they said there was nothing; is that 15 right?</p> <p>16 A. Not in this meeting. They didn't say 17 anything. They're just admitting that you, referring 18 to three weeks prior to this letter, they said it. I 19 think at that time we started having more meetings 20 and I believe at this time that's my recollection. I 21 may be mistaken on that on timing, but when we came 22 to -- before we got the letter, they are saying, it's 23 amazing, this piece of property. You know, they were 24 also very surprised that the property had no 25 agreements, no easements, nothing that would</p>	<p style="text-align: right;">Page 73</p> <p>1 Q. You told them you were going to build 2 houses on it?</p> <p>3 A. We wanted the zoning, and if there is 4 anything that will prevent development on this piece 5 of property under the zoning category.</p> <p>6 Q. I want to be clear what you told them. 7 Did you tell them you intended to build houses on it?</p> <p>8 A. No, I did not. We said we wanted too 9 build the property, build the zoning on this piece of 10 property. Anything that prevents this piece of 11 property from being built.</p> <p>12 Q. And that was about three or four weeks 13 before December 30 of 2014?</p> <p>14 A. I think prior to that when we came in, 15 right prior to the letter when we discussed it with 16 them, within that week I recall that we talked to 17 them and we said yes, we want to know how many houses 18 we can build, if you can build this number of homes. 19 And they said, that's the zoning. And we asked them 20 to put it in writing basically. That's our finding 21 and this is the letter.</p> <p>22 Q. And this is what you got in response? 23 A. Yes.</p> <p>24 Q. So now you're saying that either shortly 25 before or after this letter you had another meeting</p>

<p style="text-align: right;">Page 74</p> <p>1 with the staff; is that right?</p> <p>2 A. Yes.</p> <p>3 Q. And who was in attendance at this meeting?</p> <p>4 A. Same type of people.</p> <p>5 Q. You were there, right?</p> <p>6 A. I was there and Mr. Pankratz was there.</p> <p>7 Q. And Mr. Pankratz was there. And</p> <p>8 Mr. Perrigo was there?</p> <p>9 A. I believe so, yes.</p> <p>10 Q. Okay. And are you saying it's at that</p> <p>11 meeting when they told you that there's nothing that</p> <p>12 precludes you from building houses on this property?</p> <p>13 A. Yes. I think at that point we started</p> <p>14 speaking of how many units per acre can you build on</p> <p>15 this piece of property in the various areas, and they</p> <p>16 had difficulties on the up to seven and a half</p> <p>17 acres -- units, but it's like kind zoning. So you</p> <p>18 get what's next to it. There was discussion, just</p> <p>19 preliminary discussion, what does it mean, but it was</p> <p>20 quite obvious that there's nothing -- to the city,</p> <p>21 there is nothing they can do to prevent -- they said</p> <p>22 any applicant who comes in and develops this piece of</p> <p>23 property.</p> <p>24 Q. So that was -- that was within a week of</p> <p>25 December 30 of 2014 when they told you that?</p>	<p style="text-align: right;">Page 76</p> <p>1 A. We asked to do the study.</p> <p>2 Q. Before this letter they told you the</p> <p>3 zoning --</p> <p>4 A. They didn't tell us, we asked them because</p> <p>5 we want to know if the property -- they were doing</p> <p>6 the conversation saying if you want to know if it's</p> <p>7 vested zoning that supersedes everything else. That</p> <p>8 was the discussion.</p> <p>9 Q. And who at the city said that?</p> <p>10 A. Tom Perrigo. I believe it to be Tom</p> <p>11 Perrigo and maybe someone else there. Doug Rankin.</p> <p>12 Q. And you said that's what you wanted to</p> <p>13 know?</p> <p>14 A. Yes.</p> <p>15 Q. So they came back and they sent you this</p> <p>16 letter, Exhibit Number 1, correct?</p> <p>17 A. Yes.</p> <p>18 Q. And then you say either shortly before</p> <p>19 this or shortly after this, you had this other</p> <p>20 meeting with them, correct?</p> <p>21 A. Correct.</p> <p>22 Q. And at that meeting it was discussed that</p> <p>23 the zoning takes precedence over the city's master</p> <p>24 plan; is that correct?</p> <p>25 A. I don't think master plan. The zoning</p>
<p style="text-align: right;">Page 75</p> <p>1 A. I don't want to pinpoint a date. I</p> <p>2 believe my recollection is within a week.</p> <p>3 Q. Well, it was before you purchased the --</p> <p>4 A. A week before or after. This is at the</p> <p>5 holidays time. So -- but way before we purchased it.</p> <p>6 Q. Way before you purchased it?</p> <p>7 A. Yes.</p> <p>8 Q. So the city -- now earlier I had asked</p> <p>9 you, and as I understood your testimony, you're</p> <p>10 saying that the city told you that the zoning trumps</p> <p>11 the general plan; is that right?</p> <p>12 A. No. The zoning trumps everything. It's</p> <p>13 hard zoning. It's vested zoning. I think they used</p> <p>14 the word vested zoning. That's what we wanted to</p> <p>15 know, is it vested zoning or zoning that has has to</p> <p>16 be act -- there's different kinds of zoning, I guess.</p> <p>17 Q. When did they tell you that?</p> <p>18 A. When we asked the question. I think we</p> <p>19 asked them. We wanted to know what it is. And in</p> <p>20 response, in the discussions, what you want to know</p> <p>21 is it is vested zoning, if this property can be</p> <p>22 developed. You know, it's hard zoned. They used the</p> <p>23 word hard zoned too.</p> <p>24 Q. And that was within a week or so of this</p> <p>25 letter of December 2010 they told you that?</p>	<p style="text-align: right;">Page 77</p> <p>1 takes place over everything. It's hard zoning.</p> <p>2 Basically you can build it.</p> <p>3 Q. Who at that second meeting told you it</p> <p>4 takes precedence over everything?</p> <p>5 A. I can't recall who told me that in the</p> <p>6 meeting, but it was a consensus between the planners</p> <p>7 that that's the case.</p> <p>8 Q. Why didn't you get that in writing?</p> <p>9 A. I think I have it in writing.</p> <p>10 Q. Tell me where in this letter it says that</p> <p>11 zoning takes precedence over everything else.</p> <p>12 A. That's, I believe, the law.</p> <p>13 Q. Why didn't you get that in writing from</p> <p>14 them since you are saying that's what they told you?</p> <p>15 A. I didn't think I needed to get it in</p> <p>16 writing. I didn't think there was any issues with</p> <p>17 it.</p> <p>18 Q. Why did you want this in writing,</p> <p>19 Exhibit 1?</p> <p>20 A. Because we wanted to know the city's</p> <p>21 behind it -- there's not any restriction on it, one,</p> <p>22 and two, we wanted to know -- we had a banker. We</p> <p>23 needed it for our bank financing. We would need a</p> <p>24 zoning verification letter. It's a standard item the</p> <p>25 banks request.</p>

<p style="text-align: right;">Page 78</p> <p>1 Q. I understand that you told us a little bit 2 ago you wanted the city to tell you there was nothing 3 that restricted any sort of development on this 4 property, correct? 5 A. That's correct. 6 Q. So why didn't you get that in writing? 7 A. Because there was no issue. There was no 8 controversy at all. So we didn't -- we may -- we 9 probably should have asked for it today, but we 10 didn't ask for it. We didn't think we needed to ask 11 for it. Let's put it this way. 12 Q. You knew that's what you wanted from them 13 but you didn't ask them for it? 14 MR. JIMMERSON: Objection. Misstates the 15 man's testimony. 16 THE WITNESS: I would answer this way. In 17 my prior dealings with the city, with any 18 jurisdiction, building for many years, doing the same 19 exact thing, I've never had to ask for that when we 20 get a zoning verification letter. So there was no -- 21 there was no reason. My answer is no reason to ask 22 for it. 23 BY MR. BICE: 24 Q. What do you mean "there's no reason to ask 25 for it"? You just told us that the whole purpose in</p>	<p style="text-align: right;">Page 80</p> <p>1 A. Why would I need it in writing? 2 Q. Why wouldn't you? 3 A. Why would I need it in writing? Prior to 4 the lawsuit there was no reason to ask for it in 5 writing. 6 Q. Why did you want the zoning verification 7 in writing then? 8 A. You need it for the bank. The bank 9 required zoning verification letter standardized. 10 Q. So this was for the benefit of the bank, 11 not for any other purpose? 12 MR. JIMMERSON: Objection. In fairness to 13 the witness, he did reference earlier one of the 14 reasons was the bank. 15 BY MR. BICE: 16 Q. Is there any other reason other than the 17 bank that you needed Exhibit 1? 18 A. Of course. 19 Q. What other reasons? 20 A. For us to know the property is 21 developable. 22 Q. For you to know the property is 23 developable? 24 A. Correct. 25 Q. So you got Exhibit 1 and and you got</p>
<p style="text-align: right;">Page 79</p> <p>1 going to them was to get that answer. 2 MR. JIMMERSON: Object to the question as 3 being argumentative and also misstates his testimony. 4 THE WITNESS: No. The reason we to go to 5 them is we want to know the property is developable. 6 BY MR. BICE: 7 Q. Why didn't you get that in writing from 8 them? 9 A. I did. 10 Q. So this is the only thing you got from 11 them, is Exhibit 1? 12 A. That's correct. 13 Q. And you got nothing else from them except 14 for Exhibit 1, correct? 15 MR. JIMMERSON: Objection. Misstates the 16 testimony. 17 THE WITNESS: I got available assurances 18 that the property is developable without any 19 questions. All along throughout the process the 20 city, they've upheld that the zoning (inaudible) the 21 hard zoning, property will be developed. 22 BY MR. BICE: 23 Q. That's what I'm asking. My apologies, Mr. 24 Lowie. Why didn't you get those verbal assurances in 25 writing?</p>	<p style="text-align: right;">Page 81</p> <p>1 verbal assurances that it was developable from the 2 city? 3 A. Up through the entire process up to today. 4 Q. Who was it that gave the verbal 5 assurances? 6 A. Head of planning, planners, city attorney, 7 council people, on the record are saying you have 8 rights and the zoning on the property. 9 Q. I'm talking about before you purchased it. 10 A. Before I purchased it? 11 Q. Yep. Who gave you those verbal 12 assurances? 13 A. The planning team at the time. 14 Q. That would be Mr. Perrigo? 15 A. No. Planning team. 16 Q. Planning team? 17 A. Right. 18 Q. So it would be somebody in addition to 19 Mr. Perrigo? 20 A. Yes. 21 Q. So it's more than one? 22 A. Yes. 23 Q. Mr. Lowenstein? 24 A. I believe so too. 25 Q. Mr. Rankin?</p>

<p style="text-align: right;">Page 82</p> <p>1 A. Maybe.</p> <p>2 Q. Well, do you know or do you not know?</p> <p>3 A. I don't recall. But more than those two</p> <p>4 gentlemen have expressed the same zoning.</p> <p>5 Q. Mr. Lewis?</p> <p>6 A. Mr. Lewis, sure.</p> <p>7 Q. So Mr. Lewis gave you that assurance as</p> <p>8 well?</p> <p>9 A. Yes.</p> <p>10 Q. Mr. Jerbic?</p> <p>11 A. No, I didn't meet Mr. Jerbic at that time.</p> <p>12 Q. All right. Mr. Lowie, have you ever told</p> <p>13 the city that you will sue them if you don't get</p> <p>14 approvals because they gave you assurances?</p> <p>15 MR. JIMMERSON: Let me just object to the</p> <p>16 line of the questioning as being far afield,</p> <p>17 irrelevant to a parcel map issue. I'm not going to</p> <p>18 instruct him not to answer.</p> <p>19 Go ahead sir, you can answer the question.</p> <p>20 THE WITNESS: I may have, yes.</p> <p>21 BY MR. BICE:</p> <p>22 Q. Who have you told you are going to sue</p> <p>23 them because of the verbal assurances they gave you</p> <p>24 before you purchased the property?</p> <p>25 A. No verbal assurances. You represented to</p>	<p style="text-align: right;">Page 84</p> <p>1 end up with a lawsuit with the city over these rights</p> <p>2 in one of the meetings that we had. I recall that,</p> <p>3 yes.</p> <p>4 Q. So it was Mr. Lewis you said that to?</p> <p>5 A. Mr. Lewis, yes. This was in response to a</p> <p>6 letter that he wrote to me.</p> <p>7 Q. So Mr. Lewis wrote you a letter that said</p> <p>8 what?</p> <p>9 A. It said that -- you can't sue the city for</p> <p>10 whatever it is we're asking you to do if you don't</p> <p>11 get it. You can only sue the city on R-PD7, based on</p> <p>12 YOUR zoning and maybe only it will take a judge to</p> <p>13 determine what is going to be built here. Something</p> <p>14 to that effect. Which was a totally ludicrous letter</p> <p>15 to us. That's why we called him Mr. Binion's</p> <p>16 attorney.</p> <p>17 Q. Why did you call him Mr. Binion's</p> <p>18 attorney?</p> <p>19 A. Because we sat in meetings with him for</p> <p>20 periods of time that we really believed -- we didn't</p> <p>21 know him. We thought he was Jack Binion's attorney.</p> <p>22 Q. And why did you think he was Jack Binion's</p> <p>23 attorney?</p> <p>24 A. Because he was representing only the</p> <p>25 Binions and not the neighbors' interest. Not the</p>
<p style="text-align: right;">Page 83</p> <p>1 us the property is developable. They're just</p> <p>2 refusing constitutional rights to zoning.</p> <p>3 Q. Mr. Lowie, who have you told you're going</p> <p>4 to sue over the assurances?</p> <p>5 A. I'm sure that I told it to the city</p> <p>6 attorney.</p> <p>7 Q. You told Mr. Jerbic that, correct?</p> <p>8 A. Yes.</p> <p>9 Q. Have you told Mr. Jerbic that you are</p> <p>10 going to sue him personally?</p> <p>11 A. No.</p> <p>12 Q. Have you told anyone else you're going to</p> <p>13 sue them?</p> <p>14 A. No. No. I don't think so.</p> <p>15 Q. Had you told Mr. Lewis you were going to</p> <p>16 sue him?</p> <p>17 A. Mr. Lewis, no, I don't think I said it.</p> <p>18 Q. How about Mr. Perrigo?</p> <p>19 A. No.</p> <p>20 Q. And so you told Mr. Jerbic -- did you tell</p> <p>21 Mr. Jerbic issuing you were going to sue the city</p> <p>22 because you had received assurances that it was fully</p> <p>23 developable before you purchased the property?</p> <p>24 A. No. As a matter of fact, I recall now</p> <p>25 that I said to Mr. Lewis, you know, I won't have to</p>	<p style="text-align: right;">Page 85</p> <p>1 city interest or public interest.</p> <p>2 Q. So the city's interest was different in</p> <p>3 your view than the neighborhood's interests?</p> <p>4 A. No, no, no, no, no. I don't think so at</p> <p>5 all. I don't think so. I think that Mr. -- Mr.</p> <p>6 Lewis was behaving in a manner that did not represent</p> <p>7 a fair and balanced independent city attorney. He</p> <p>8 behaved as he worked for Mr. Binion.</p> <p>9 Q. And tell me how he did that.</p> <p>10 A. He -- we thought he was Mr. Binion's</p> <p>11 attorney, only representing one client.</p> <p>12 Q. And he was only representing Mr. Binion;</p> <p>13 is that right?</p> <p>14 A. That's what we thought, yes.</p> <p>15 Q. Is it because Mr. Lewis told you you</p> <p>16 didn't have the rights you were claiming to have?</p> <p>17 A. Never said that.</p> <p>18 Q. He didn't?</p> <p>19 A. Quite opposite. He said we have a right</p> <p>20 to develop the property under the R-PD7.</p> <p>21 Q. What was he saying that was supposedly in</p> <p>22 Mr. Binion's interests and not the city's?</p> <p>23 A. All kinds of things we should ask Mr.</p> <p>24 Binion's permission to develop the property.</p> <p>25 Q. Anything else?</p>

<p style="text-align: right;">Page 86</p> <p>1 A. Stuff to that effect. Everything that 2 came up he said you need to go talk to your 3 neighbors, get your neighbors signature to develop 4 the property. And I asked where is it in the 5 constitutional, under zoning I have to go and ask 6 neighbors what I'm going to do with my property? 7 Q. Anything else Mr. Lewis did that said he 8 he was not representing the interests of the city but 9 the interests of Mr. Binion? 10 A. I should say the majority of the portions 11 of what Mr. Lewis said were only to the benefit of 12 Mr. Binion and certain other homeowners in the 13 community. 14 Q. Did you talk to the mayor about Mr. Lewis? 15 A. At one point I believe so, yes. 16 Q. Did you ask the mayor to have Mr. Lewis 17 removed? 18 A. I don't recall. No, I don't think so, but 19 I thought Mr. Lewis was behaving in a manner that -- 20 no, I don't think so. 21 Q. You did not ask the mayor to have Mr. 22 Lewis removed from working on this project because he 23 was -- 24 A. No. 25 Q. -- looking out for the homeowners?</p>	<p style="text-align: right;">Page 88</p> <p>1 negotiation. And I said I don't find we are 2 negotiating fairly, because I think I think that Mr. 3 Lewis is not representing the city, but the 4 homeowners. 5 Q. And that was in the mayor's office, 6 correct? 7 A. Yes. 8 Q. Do you recall when that was? 9 A. No. Early -- early in the process. 10 Q. Early in the process? 11 A. I explained earlier, the summer of 2015. 12 Q. And the mayor was there. And who was 13 there with the mayor? 14 A. The mayor had a liaison and other people 15 were there in the office with the mayor. I've never 16 been with the mayor alone. 17 Q. And you complained to the mayor that Mr. 18 Lewis was being too tough on you? 19 A. Not at all. 20 Q. You said he was being unfair. 21 A. No. I said I don't think he was 22 representing the interests of the city. It seems 23 like he's representing homeowners. That's all I 24 said. I wasn't complaining. It wasn't an issue that 25 was discussed. It was just a comment.</p>
<p style="text-align: right;">Page 87</p> <p>1 A. No, I don't think I did. I said -- I 2 think I said the city attorney is working for the 3 homeowners, not for the City. 4 Q. But you did talk to the mayor about 5 Mr. Lewis, did you not? 6 A. I think I mentioned he's being very 7 difficult dealing with the city attorney. It seems 8 like he's not representing the city interests. 9 Q. Who was present when you had that 10 discussion with the mayor? 11 A. Our team. Whoever was sitting with us and 12 my consultant. 13 Q. Your consultant, Jay Brown? 14 A. You know, Mr. Brown, Mr. Kaemfer or both. 15 Q. So it would have been you, Mr. Brown, 16 Mr. Kemper at the -- in the mayor's office, correct? 17 MR. JIMMERSON: Object. He didn't say 18 both, Counselor. To be fair, he said -- 19 MR. BICE: I thought I said or. My 20 apologies. 21 BY MR. BICE: 22 Q. Mr. Brown, Mr. Kaemfer or maybe both of 23 them? 24 A. And the other people at the city. And 25 they asked me how this is going with this</p>	<p style="text-align: right;">Page 89</p> <p>1 Q. How long after your meeting with the mayor 2 where you raised the subject matter with the mayor 3 was Mr. Lewis taken off the project? 4 A. I don't think he was taken off the project 5 until he wrote the letter which I had nothing to do 6 with. I believe he was not authorized to write the 7 letter. I was very upset by the letter and demanded 8 a retraction of the letter, and the city attorney 9 invited me and our advisers to his office and told me 10 then that he was absolutely not authorized to write 11 this letter. He had no authority to do so. He have 12 done it on his own accord and the city attorney's 13 office will deal with it. That's what I -- that's 14 the only thing that happened on Mr. Lewis' issue. 15 Q. So he wrote you a letter that said what? 16 A. He wrote a letter that said -- I don't 17 know. Do you have the letter? 18 Q. Do you recall what it said? 19 A. I recall it said something to the effect, 20 you can't sue the city for a project you're asking 21 for but you can sue the city only for the R-PD7 22 zoning that you have. Something to that effect. 23 Q. And this letter upset you? 24 A. Yes. 25 Q. Why?</p>

<p style="text-align: right;">Page 90</p> <p>1 A. Because the whole idea was to work with 2 the city to get the right project for the homeowners 3 and for -- you know, for the developer, and -- 4 listen, the meetings with Mr. Lewis were peculiar at 5 best. The guy was -- never seen anything like it 6 before and I never saw anything like that since. 7 Q. What do you mean? 8 A. He really behaved like he was working for 9 somebody else. Not the the city. 10 Q. And did you tell that to anyone else other 11 than the mayor? 12 A. I think in the office we are calling 13 Mr. Lewis Jack Binion' attorney. 14 Q. Okay. Anyone else in the city who you 15 said that to? 16 A. Prior to the meeting with Brad Jerbic? 17 Q. Yeah. 18 A. No, I don't think I said that to anybody 19 else at the city except Mr. Jerbic that invited me to 20 his office. 21 Q. Approximate at mayor correct. 22 A. And -- I made a comment to the mayor. I 23 don't know where it's going because it seems like 24 we're meeting with Jack Binion's attorney when we go 25 to the meeting, not the city.</p>	<p style="text-align: right;">Page 92</p> <p>1 about wanting Mr. Lewis removed? 2 A. I don't recall. Myself, I don't think so. 3 Q. Anyone on your staff. 4 A. I don't think so. 5 Q. You haven't seen any; is that correct? 6 A. It's correct. 7 MR. JIMMERSON: If there is something, 8 Counsel, you can certainly show him because it's 9 apparent he doesn't recall it. 10 BY MR. BICE: 11 Q. When was your meeting with Mr. Jerbic 12 about Mr. Lewis, do you remember? 13 A. No, I don't recall the time. 14 Q. How close in proximity was it to the 15 letter you received from Mr. Lewis? 16 A. I believe it was very close. Within a -- 17 you know, a week, ten days, two weeks. 18 MR. JIMMERSON: Let me have you pause for 19 a second. Madam Court Reporter, at line 8817, it's 20 not apparently he doesn't recall, I said it's 21 apparent he doesn't recall. Thank you. 22 BY MR. BICE: 23 Q. So you understood at the time that you 24 purchased the property that zoning on the property 25 took precedence over the general plan and everything</p>
<p style="text-align: right;">Page 91</p> <p>1 Q. Did you also have that same conversation 2 or a conversation like that with Councilman Beers? 3 A. I don't recall. Maybe. 4 Q. Did you meet with Councilman Beers in his 5 office to discuss Mr. Lewis? 6 A. No. In particular for Mr. Lewis, no. 7 Q. Well, whether it was particular to Mr. 8 Lewis or not, did you have a discussion with 9 Mr. Beers in his office about Jim Lewis? 10 A. No, I don't believe so. I don't recall. 11 Q. Did you have a conversation with Mr. Beers 12 at all about Jim Lewis? 13 A. I don't recall having a conversation with 14 Mr. Lewis. I may have but I don't recall at all. 15 Q. Did you -- is it possible that you told 16 Mr. Beers that you wanted Mr. Lewis removed from this 17 project? 18 MR. JIMMERSON: Objection. Calls for 19 speculation as to what's possible. 20 THE WITNESS: I have no idea. I don't 21 think I would have asked any councilman to remove 22 somebody from their position. That's not my 23 business. 24 BY MR. BICE: 25 Q. Did you communicate with anyone in email</p>	<p style="text-align: right;">Page 93</p> <p>1 else, correct? 2 A. Correct. 3 Q. And the city had given you that assurance 4 correct. 5 A. Correct. 6 Q. Verbally? 7 A. In writing too. 8 Q. In writing too. Where did they do that? 9 A. There's nothing here that prevents zoning 10 from being exercised. 11 Q. Other than Exhibit 1, is there any other 12 writings you claim where they gave you assurances 13 that zoning took precedence over everything else? 14 A. My answer was no before on the same thing. 15 Q. Do you recall, Mr. Lowie, that -- do you 16 recall that you actually sought a general plan 17 amendment in November of 2015? 18 A. November 2015? I'm not good with the 19 dates on this, but yes, we seek the general plan 20 amendment on the direction of the city, yes. 21 Q. And who are you saying at the city gave 22 you that direction? 23 A. The planning department. 24 Q. Who in the planning department? 25 A. The project team.</p>

<p style="text-align: right;">Page 94</p> <p>1 Q. That would have been Mr. Perrigo?</p> <p>2 A. With Mr. Perrigo. I can't remember who</p> <p>3 requested it as a list of items that they required we</p> <p>4 will file, and that's what we did.</p> <p>5 Q. Do you recall sending them a letter --</p> <p>6 well, strike that.</p> <p>7 (Exhibit Number Num was marked.)</p> <p>8 BY MR. BICE:</p> <p>9 Q. Showing you what's been marked as Exhibit</p> <p>10 Number 2, have you seen Exhibit Number 2 before,</p> <p>11 Mr. Lowie?</p> <p>12 A. No, I don't believe so.</p> <p>13 Q. Well, take a look at it.</p> <p>14 A. I looked at the signature at the back and</p> <p>15 I signed it, but I don't recall seeing it.</p> <p>16 Q. So you signed it but you wouldn't have</p> <p>17 prepared this letter?</p> <p>18 A. No.</p> <p>19 Q. Who would have?</p> <p>20 A. I would assume that Mr. Pankratz would.</p> <p>21 Q. Okay. And why would you sign it then?</p> <p>22 A. Why? They put my name on it for that</p> <p>23 reason instead of EHB Company, LLC. So it's either</p> <p>24 Vicki or myself. The manager signs it.</p> <p>25 Q. Okay. So a manager has to sign it,</p>	<p style="text-align: right;">Page 96</p> <p>1 A. Did I sign one? I don't see my signature</p> <p>2 here.</p> <p>3 Q. I'm talking about Exhibit Number 2, the</p> <p>4 letter you just read.</p> <p>5 A. The justification?</p> <p>6 Q. Yes. That you said was accurate.</p> <p>7 A. It does not say which one. Yes, I believe</p> <p>8 it's the same one.</p> <p>9 Q. Okay. I just want to make sure this</p> <p>10 letter Exhibit Number 2 is the justification letter</p> <p>11 for Exhibit Number 3, correct?</p> <p>12 A. Yes.</p> <p>13 Q. So Exhibit Number 3, what was the general</p> <p>14 plan amendment that you were seeking?</p> <p>15 A. I believe the general plan amendment was</p> <p>16 to change from a PR-OS to -- to a 2H.</p> <p>17 Q. Okay. And in the Exhibit Number 3,</p> <p>18 there's a plan on the third page?</p> <p>19 A. Okay.</p> <p>20 Q. Do you see that it says the subject</p> <p>21 property?</p> <p>22 A. Yes.</p> <p>23 Q. And that's a portion of the parcel,</p> <p>24 existing parcel, correct?</p> <p>25 A. It's a parcel.</p>
<p style="text-align: right;">Page 95</p> <p>1 correct? Okay. So did you read the letter before</p> <p>2 you signed it?</p> <p>3 A. No, I don't think so. I'm not sure. I</p> <p>4 can't tell you. I don't recall.</p> <p>5 Q. Well, go ahead and read -- I'd ask you to</p> <p>6 read the letter and tell me if there's anything in</p> <p>7 there that you believe is incorrect.</p> <p>8 A. Okay. No. The answer is no.</p> <p>9 Q. The letter is correct?</p> <p>10 A. Yes, I believe so.</p> <p>11 Q. Let's have this one marked next, please.</p> <p>12 (Exhibit Number Num was marked.)</p> <p>13 BY MR. BICE:</p> <p>14 Q. Showing you what's been marked as</p> <p>15 Exhibit number 3, have you seen Exhibit Number 3</p> <p>16 before?</p> <p>17 A. No.</p> <p>18 Q. Did you know that there was a general plan</p> <p>19 amendment dated November 23 of 2015 with the stamp by</p> <p>20 the city GPA62387?</p> <p>21 A. I know the city requested the GPA on this</p> <p>22 piece of property, yes.</p> <p>23 Q. And is Exhibit Number 2 the letter you</p> <p>24 signed, is this the justification letter for that</p> <p>25 general plan amendment?</p>	<p style="text-align: right;">Page 97</p> <p>1 Q. That's a parcel?</p> <p>2 A. Yes.</p> <p>3 Q. If you look at Exhibit Number 2, your</p> <p>4 justification letter, do you see where you told the</p> <p>5 city that it wasn't a separate parcel as of yet? You</p> <p>6 said you were subdividing it. Do you see that?</p> <p>7 A. Parcelizing it. Let's get the dates here.</p> <p>8 Q. If you look at your letter, sir, that you</p> <p>9 just said was accurate, it says -- the second</p> <p>10 sentence says, "The 17 acres is in the process of</p> <p>11 being subdivided." Do you see that? Into a separate</p> <p>12 parcel and will have its own APN number. Do you see</p> <p>13 that?</p> <p>14 A. Okay. It means parcelizing it in this</p> <p>15 instance, yes.</p> <p>16 Q. That's what you were doing, correct?</p> <p>17 That's what you told them in the letter, Exhibit 2?</p> <p>18 A. No. We basically were parcelizing a piece</p> <p>19 out of the parcel, yes.</p> <p>20 Q. So you were creating another parcel,</p> <p>21 correct?</p> <p>22 A. That's correct. That's how you develop in</p> <p>23 this country.</p> <p>24 Q. Okay.</p> <p>25 A. You get another parcel and you develop it</p>

<p style="text-align: right;">Page 98</p> <p>1 and you get entitlements for it.</p> <p>2 Q. And in Exhibit Number 2 -- I'm sorry,</p> <p>3 Exhibit Number 3 you had even shown them in advance</p> <p>4 the number of parcels and how you were going to break</p> <p>5 it up later on, correct?</p> <p>6 A. Yeah. I believe at that time the parcel</p> <p>7 map was already in process, so this is -- this is an</p> <p>8 accurate picture of what was in process.</p> <p>9 Q. The parcel map, you were going to</p> <p>10 subdivide it with the parcel map?</p> <p>11 MR. JIMMERSON: Objection to the question.</p> <p>12 Misrepresents the facts and the law.</p> <p>13 THE WITNESS: Yes. I think you are making</p> <p>14 a wrong assumption and conclusion of the subdividing</p> <p>15 in this instance.</p> <p>16 BY MR. BICE:</p> <p>17 Q. I'm reading your letter.</p> <p>18 A. Our intention and our exact meaning of</p> <p>19 subdividing is subdividing one parcel into two by way</p> <p>20 of a parcel map.</p> <p>21 Q. So that's what you meant in this letter,</p> <p>22 you're subdividing it into two parcels?</p> <p>23 A. Take one parcel and make it into two is</p> <p>24 subdividing or parcellizing, right?</p> <p>25 Q. Okay.</p>	<p style="text-align: right;">Page 100</p> <p>1 want to see prior to entitlements, for the</p> <p>2 entitlements, yes.</p> <p>3 Q. And that included the general plan?</p> <p>4 A. That's correct.</p> <p>5 Q. And so you submitted one, correct?</p> <p>6 A. We submitted what the city asked us to</p> <p>7 submit.</p> <p>8 Q. And that general plan amendment was to</p> <p>9 change the land use designation from PR-OS, correct?</p> <p>10 A. To match to existing, as they call it in</p> <p>11 the city. When you have an inconsistent general plan</p> <p>12 and zoning, when you seek entitlements, everything</p> <p>13 has to match.</p> <p>14 Q. And you'll notice here in Exhibit Number 2</p> <p>15 that you testified was correct, that no where here in</p> <p>16 Exhibit Number 2 did you ever say that the city has</p> <p>17 already told us that the zoning supersedes the land</p> <p>18 use, did you?</p> <p>19 A. Why would we say that? It's common</p> <p>20 knowledge at that point.</p> <p>21 Q. So that's why you didn't say it, because</p> <p>22 was common knowledge?</p> <p>23 A. No, I didn't think we had to say it. The</p> <p>24 the city asked us to file the documents, and we filed</p> <p>25 exactly what they told us to file.</p>
<p style="text-align: right;">Page 99</p> <p>1 A. Easier language would be parcelizing it.</p> <p>2 That's what it is. It means nothing other than</p> <p>3 parcelizing it and creating another parcel.</p> <p>4 Q. And you were doing that by way of a parcel</p> <p>5 map, right?</p> <p>6 A. Yes. There's no other way to do it.</p> <p>7 Q. And you had submitted, as I understand</p> <p>8 your testimony, you're saying that the city asked you</p> <p>9 to submit Exhibit 3?</p> <p>10 A. The city asked us to subdivide -- to</p> <p>11 parcelize the property into a separate parcel before</p> <p>12 we go to entitlement, and this is a checklist from</p> <p>13 the city of what they want. And I remember the</p> <p>14 discussion on it, because we asked the city to get</p> <p>15 entitlements without a parcel map and the city asked</p> <p>16 us to parcelize the property out from the 70 acres</p> <p>17 separately. It would not allow development on the</p> <p>18 tip of another parcel. They would not allow a parcel</p> <p>19 without entitlements on 100 percent of the parcel or</p> <p>20 else you have to accommodate, like you do in every</p> <p>21 single project, parcelize it out. That's how you do</p> <p>22 it.</p> <p>23 Q. My question was, sir, you are claiming the</p> <p>24 the city wanted the general plan amendment, not you?</p> <p>25 A. The city gave us a checklist of what they</p>	<p style="text-align: right;">Page 101</p> <p>1 Q. Now, in around the same time in early</p> <p>2 November, were you asking the city to change its</p> <p>3 general plan so as to allow the city to go above</p> <p>4 eight units per acre?</p> <p>5 A. No.</p> <p>6 Q. You didn't ask for that?</p> <p>7 A. No. The city asked -- the city come up</p> <p>8 with it. I believe staff came up with it. They</p> <p>9 asked us to do it because it's three separate</p> <p>10 companies, and we were trying to shift densities from</p> <p>11 one parcel to the other, and they didn't have a</p> <p>12 mechanism in the code to do it at the numbers we were</p> <p>13 seeking, consulting on, and that's -- that's --</p> <p>14 that's a request from staff.</p> <p>15 Q. A request from staff to do what?</p> <p>16 A. They come up with an idea that they will</p> <p>17 put an amendment to a code or something by, you know,</p> <p>18 to increase the densities to over a certain what was</p> <p>19 allowed in the code for a property as such that you</p> <p>20 want to shift densities.</p> <p>21 Q. Why did you want to increase the</p> <p>22 densities?</p> <p>23 A. Shift densities.</p> <p>24 Q. Shift. Why did you want to do that?</p> <p>25 A. Because if we wanted to build less units</p>

<p style="text-align: right;">Page 102</p> <p>1 below or more at the front, you shift as the R-PD7 2 allows you, but you have three separate companies, 3 and I think that the GPA was because we were also 4 changing to an R3 -- R4, and the R4 zoning was not 5 something that was contemplated in the original 6 conceptual master plan. Only an R3. So they 7 requested a GPA. 8 Q. Did you have Greg Borgel working on this 9 for you? 10 A. Greg Borgel was on one of the teams. I 11 don't know that he was working on that. 12 Q. Mark this, please. 13 (Exhibit Number Num was marked.) 14 BY MR. BICE: 15 Q. Have you seen Exhibit 4 before, Mr. Lowie? 16 A. I don't believe so. 17 Q. Did you have Mr. Borgel attend this 18 planning commission meeting on your behalf? 19 A. I don't recall who attended the meeting on 20 our behalf. I don't recall that we had anybody 21 attend the meeting on our behalf. I don't recall. 22 What date is the meeting? 23 Q. November 3 of 2015. 24 A. If you will help me out, what meeting is 25 this?</p>	<p style="text-align: right;">Page 104</p> <p>1 they requested us to do. 2 (Exhibit Number Num was marked.) 3 BY MR. BICE: 4 Q. Showing you what's been marked as 5 Exhibit 5, Mr. Lowie, this is the planning commission 6 meeting from September 8, 2015 before you had 7 submitted your applications. Were you aware of this 8 planning commission meeting? 9 MR. JIMMERSON: Object to the form of the 10 question. Misstates the evidence. 11 THE WITNESS: What -- what application is 12 that? 13 BY MR. BICE: 14 Q. This is an application for the general 15 plan amendment, the asterisk as you have called it. 16 A. Well, is the other one -- 17 Q. That was another planning commission 18 meeting on the same matter. 19 A. So this is subsequent? Then maybe my 20 testimony is incorrect. I thought it was the first 21 meeting. 22 MR. JIMMERSON: Could I ask, which exhibit 23 number is this, please? 24 MR. BICE: This is Exhibit 5. 25 MR. JIMMERSON: Thank you.</p>
<p style="text-align: right;">Page 103</p> <p>1 Q. Planning commission meeting. 2 A. Okay. 3 Q. Did you know at the planning commission 4 meeting that staff said this amendment was being made 5 for the benefit of Fore Star? 6 A. No, I did not. 7 Q. Is that true? 8 A. I recall from the discussion that we had 9 in that weekly meeting, when they came up with the 10 idea that -- I believe it's Doug Rankin that came up 11 with the idea of putting an asterisk next to 12 densities and change it because of other pieces of 13 properties in town that would be affected by it. 14 That's what I believe the discussion was. That there 15 was a city-wide ordinance that needed other pieces of 16 property in town. ^ 17 Q. And you believe that was Mr. Rankin's 18 idea? 19 A. Yes, I do. Well, I heard it from him at 20 the meeting. 21 Q. You heard it from him at what meeting, 22 sir? 23 A. That's what -- we had ongoing Thursday 24 meetings usually and in one of the meetings we 25 discussed what the city wants to do, and that's what</p>	<p style="text-align: right;">Page 105</p> <p>1 BY MR. BICE: 2 Q. Were you aware at the planning -- 3 A. I want to correct my testimony prior. 4 Q. Sure. 5 A. Because in the second meeting, I know we 6 had people in there. So I don't know. I don't see 7 him here on the list of who spoke for us. 8 Q. Were you aware at this -- did you have Mr. 9 Borgel representing you at this planning commission 10 meeting? 11 MR. JIMMERSON: Just to make it clear, 12 which meeting, please? 13 BY MR. BICE: 14 Q. The September 8th meeting. 15 A. I don't recall. I think so. September I 16 think is the subsequent meeting. 17 Q. Why would Mr. Borgel be representing you 18 at the planning commission meeting on this item? 19 A. I don't think that -- again, you are 20 confusing two meetings here. I need to understand 21 what's Exhibit 4, which meeting it is. Let me read 22 it. I want to correct my whole testimony because I'm 23 confused between two meetings. 24 Q. Go ahead. 25 A. The first meeting we had no representation</p>

<p style="text-align: right;">Page 106</p> <p>1 there. We didn't send anybody to represent us, I 2 believe, in the first meeting. It was a city, you 3 know, cleanup, if you will. So the first meeting 4 would be -- the meeting that the city put a 5 representation, you have to direct me, is it the 6 September meeting?</p> <p>7 Q. September meeting is Exhibit 5.</p> <p>8 A. So Exhibit 5.</p> <p>9 MR. JIMMERSON: Comes ahead of four.</p> <p>10 THE WITNESS: So I believe in Exhibit 5 we 11 did not have any representation.</p> <p>12 BY MR. BICE:</p> <p>13 Q. Well, if you looked at the transcript at 14 the back, you'll see that Mr. Borgel was there, 15 Jennifer Lazovich was there. Was Miss Lazovich 16 working for you?</p> <p>17 A. I don't know anything about it. Maybe 18 Frank would know more. I don't.</p> <p>19 Q. Did you know that Mr. Lowenstein, when 20 pressed by Commissioner Freer (ph) as to who it was 21 that this was being sought for, said that it was 22 being sought for -- if you look at CLV000187, 23 Mr. Lowenstein finally identified Fore Star.</p> <p>24 A. What's the point? This is what they asked 25 us to do.</p>	<p style="text-align: right;">Page 108</p> <p>1 put forward.</p> <p>2 Q. Is there a difference between what they 3 want you to do and what you need to do to comply?</p> <p>4 A. We are not in charge of city laws and we 5 as developers don't have land use attorneys to file 6 an application to try to figure out the what the law 7 is. It doesn't work that way.</p> <p>8 Q. Did you also submit to them, subsequently 9 in November, a zone change request?</p> <p>10 A. I don't know.</p> <p>11 MR. JIMMERSON: Take a look.</p> <p>12 (Exhibit Number Num was marked.)</p> <p>13 THE WITNESS: I need to understand what 14 was the relevance of number 4. I corrected my 15 answer. Number 5 I didn't believe we had anybody 16 that went for this meeting. Apparently people got up 17 and spoke on our behalf. I don't know if we sent 18 them there. I have no idea. That's what you tell 19 me.</p> <p>20 Exhibit number 4, November -- November 21 3rd, we would have had representation.</p> <p>22 BY MR. BICE:</p> <p>23 Q. Okay.</p> <p>24 (Exhibit Number Num was marked.)</p> <p>25 ///</p>
<p style="text-align: right;">Page 107</p> <p>1 Q. Who asked you to do?</p> <p>2 A. The city.</p> <p>3 Q. The city did?</p> <p>4 A. Yeah. The city asked us to file this 5 application basically for the cleanup. But the city 6 proposed this list, not us.</p> <p>7 Q. The city proposed it, not you?</p> <p>8 A. Yes, the city proposed it, yes.</p> <p>9 Q. Did you ask them to?</p> <p>10 A. No. They came up with the mechanism of 11 how they want to do it. I think you may be mistaken 12 of how this business between the developer and city 13 works. We as developer don't tell the city what to 14 do. We come in and we said, Here's what we want to 15 do. What do you need us to do? What do we need to 16 do in order to get it?</p> <p>17 Q. Okay.</p> <p>18 A. They come up with -- and when there's 19 challenges, they come up with the request of how to 20 do it.</p> <p>21 Q. So the city -- so you told the city this 22 is what you want to do and the city tells you what 23 you have to do in order to comply; is that correct?</p> <p>24 A. What they want you to do, exactly. Not to 25 comply. What they want, what process they want to</p>	<p style="text-align: right;">Page 109</p> <p>1 BY MR. BICE:</p> <p>2 Q. Item number six or Exhibit Number 6, have 3 you seen this zone change request, also dated 4 November 23 of 2015?</p> <p>5 A. I don't recall seeing it.</p> <p>6 Q. Again, if you look at the third page -- 7 MR. JIMMERSON: Counsel, when you use the 8 words also dated November 23, I don't know that there 9 is an exhibit before this date November 23.</p> <p>10 MR. BICE: I actually think it was the 11 GEA, the general plan amendment. I believe these are 12 all dated at the same time.</p> <p>13 MR. JIMMERSON: Exhibit 4 is November 3, 14 not the November 23.</p> <p>15 MR. BICE: Let me look real quick. Yeah, 16 that's the planning commission meeting. Exhibit 3 is 17 the general plan amendment which is dated November 23 18 of 2015, same day.</p> <p>19 MR. JIMMERSON: Thank you. I object to 20 the question in that you are confusing which exhibits 21 but I agree with you three and your last exhibit 22 appear to have the same date.</p> <p>23 BY MR. BICE:</p> <p>24 Q. Okay. Going to Exhibit 6, is this last 25 map on Exhibit 6, again, as of November 23 of 2015,</p>

<p style="text-align: right;">Page 110</p> <p>1 the land had not been divided?</p> <p>2 A. Parcelized.</p> <p>3 Q. Parcelized?</p> <p>4 A. Parcelized or divided yet.</p> <p>5 Q. Okay. That hadn't been done yet,</p> <p>6 correct?</p> <p>7 A. It was in the process.</p> <p>8 Q. And you subsequently did that by parcel</p> <p>9 map, right?</p> <p>10 A. Of course. Is there any other way?</p> <p>11 (Exhibit Number Num was marked.)</p> <p>12 BY MR. BICE:</p> <p>13 Q. Showing you what's been marked as</p> <p>14 Exhibit 7, have you seen this before?</p> <p>15 A. I don't believe so. I don't think so.</p> <p>16 Q. So you haven't reviewed -- did you ever</p> <p>17 review any of the staff reports from the city</p> <p>18 planning staff?</p> <p>19 A. I may have.</p> <p>20 Q. Okay.</p> <p>21 A. Yes.</p> <p>22 Q. But you don't believe you reviewed this</p> <p>23 one?</p> <p>24 A. No.</p> <p>25 Q. Are you aware that the city was requiring</p>	<p style="text-align: right;">Page 112</p> <p>1 parcelized.</p> <p>2 Q. All right. And how much before or how</p> <p>3 long prior to November of 2015 had you told the city</p> <p>4 that you wanted to divide that property into smaller</p> <p>5 parcels?</p> <p>6 A. Our intention was we wanted only to</p> <p>7 develop this piece of property. We came only with</p> <p>8 that project originally. We did not want to do</p> <p>9 anything other than the original when we purchased</p> <p>10 the property. Our intention was to develop this</p> <p>11 piece. So you're asking me when did we tell the</p> <p>12 city?</p> <p>13 Q. Yes.</p> <p>14 A. Way early in the game.</p> <p>15 Q. So the city knew that you were going to</p> <p>16 divide the property and create a separate 17-acre</p> <p>17 parcel early in the game, correct?</p> <p>18 A. Early in the game, in the spring -- late</p> <p>19 spring of 2015, yes.</p> <p>20 Q. Okay. Right after you purchased the</p> <p>21 property?</p> <p>22 A. Within months of it, within three months</p> <p>23 after.</p> <p>24 Q. Fair enough. Well, do you think that the</p> <p>25 city would have known that prior to July of 2015?</p>
<p style="text-align: right;">Page 111</p> <p>1 you to submit a major modification to the Peccole</p> <p>2 Ranch Master Plan?</p> <p>3 A. I'm aware that there was a request to</p> <p>4 modify an existing master plan.</p> <p>5 Q. And did you do that?</p> <p>6 A. I don't recall will.</p> <p>7 Q. Sorry?</p> <p>8 A. I don't recall. I think we filed it. You</p> <p>9 know, Frank does entitlements. I don't handle</p> <p>10 entitlements. It's not what I do.</p> <p>11 Q. Had you divided the property by this time,</p> <p>12 March 8 of 2016?</p> <p>13 A. I would say so.</p> <p>14 Q. If you look at the third page of this</p> <p>15 Exhibit--</p> <p>16 A. Yes.</p> <p>17 Q. -- do you see there that there's a map</p> <p>18 that shows a colored in portion of a parcel?</p> <p>19 A. I do.</p> <p>20 Q. And what's that colored in portion?</p> <p>21 A. That's the -- that would be a 17 and a</p> <p>22 half acre justified parcel.</p> <p>23 Q. That was going to become the new parcel?</p> <p>24 A. I think at this time it is a new parcel.</p> <p>25 I'm not sure of the date, but I think it was already</p>	<p style="text-align: right;">Page 113</p> <p>1 A. You know, I'm not sure of the dates but we</p> <p>2 knew that we had to do it. Actually, we went to the</p> <p>3 city. I stand corrected. I testified before that we</p> <p>4 went to the city and we asked them to allow us to</p> <p>5 develop within the 70 a portion for the high density,</p> <p>6 and, you know, at one point they come back and said</p> <p>7 no, we would not allow it. We want you to file a</p> <p>8 separate parcel map for that.</p> <p>9 Q. Okay. If you would go to page CLV000297</p> <p>10 of the staff report, there's a project description.</p> <p>11 Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. Did you ever -- who reviews these staff</p> <p>14 reports for you?</p> <p>15 A. Frank, Al, and Brett Anthony. It is a</p> <p>16 whole team of guys.</p> <p>17 Q. All right. Did your company -- company or</p> <p>18 companies ever submit a protest in writing to the</p> <p>19 city saying you disagreed with anything in the staff</p> <p>20 report, to your knowledge?</p> <p>21 A. I have no idea. We were trying not to --</p> <p>22 I have no idea. I don't know what's in the staff</p> <p>23 report, so I can't answer the question.</p> <p>24 Q. But you haven't seen any form of written</p> <p>25 protest to the staff report, have you?</p>

<p style="text-align: right;">Page 114</p> <p>1 A. I have no idea.</p> <p>2 Q. So you might have one somewhere?</p> <p>3 A. I don't know.</p> <p>4 Q. Okay.</p> <p>5 A. I have no idea. I don't know you see</p> <p>6 here where it says, in the first paragraph of the</p> <p>7 project description, "The current land use</p> <p>8 designation of PR-OS does not allow for multifamily</p> <p>9 residential uses." Do you see that?</p> <p>10 A. Okay. That's what it is. PR-OS is not</p> <p>11 allowed for any use. PR-OS is meaningless in zoning.</p> <p>12 Q. You understood that that PR-OS does not</p> <p>13 allow any residential use?</p> <p>14 A. I understand PR-OS is meaningless because</p> <p>15 the zoning supersedes the land used. That's what I</p> <p>16 definitely understand, understood then, understood</p> <p>17 throughout the entire process, understand today and</p> <p>18 it will be understood after the the Court will rule</p> <p>19 on it.</p> <p>20 Q. And do you know why the staff report</p> <p>21 doesn't say that?</p> <p>22 A. It does say that.</p> <p>23 Q. Where does it say that?</p> <p>24 A. I don't know. I didn't read the staff</p> <p>25 report. It only recognizes PR-OS. It does not allow</p>	<p style="text-align: right;">Page 116</p> <p>1 the claim that you just said, that the hard zoning</p> <p>2 supersedes your characterization -- supersedes the</p> <p>3 PR-OS land use designation?</p> <p>4 MR. JIMMERSON: Object to the form of the</p> <p>5 question. It's compound. Two questions pending.</p> <p>6 THE WITNESS: I can tell you the city</p> <p>7 takes the position consistently that the PR-OS is put</p> <p>8 on the property illegally without notice to the</p> <p>9 owner. Peccole have objected prior to it to a PR-OS</p> <p>10 on the property. It was put on it by either in error</p> <p>11 or somebody just wanted to match Google to land</p> <p>12 use -- to a matrix, and that's -- that's what was</p> <p>13 told to us by the city.</p> <p>14 BY MR. BICE:</p> <p>15 Q. Who?</p> <p>16 A. That's the position that the city took,</p> <p>17 the city attorney.</p> <p>18 Q. Mr. Jerbic is the one that told you it was</p> <p>19 put on there illegally?</p> <p>20 A. Yes.</p> <p>21 Q. Without notice to the owner?</p> <p>22 A. Yes.</p> <p>23 Q. When did he tell you that?</p> <p>24 A. He told us that when your clients have --</p> <p>25 started raising concern and issues and litigation</p>
<p style="text-align: right;">Page 115</p> <p>1 for any -- you know, any building.</p> <p>2 Q. Well, go ahead and tell me -- go ahead and</p> <p>3 read the staff report here and tell me where it says</p> <p>4 that the PR-OS designation -- I want to use your</p> <p>5 terminology here --</p> <p>6 MR. JIMMERSON: Let me object to the form</p> <p>7 of the question.</p> <p>8 BY MR. BICE:</p> <p>9 Q. -- is meaningless?</p> <p>10 MR. JIMMERSON: The document certainly</p> <p>11 speaks for itself. He hasn't read it.</p> <p>12 THE WITNESS: That's correct to me. It's</p> <p>13 meaningless.</p> <p>14 BY MR. BICE:</p> <p>15 Q. To you it's meaningless?</p> <p>16 A. To me it's meaningless because the code</p> <p>17 and the statute renders that the general plan has</p> <p>18 been superseded by hard zoning, and zoning -- there's</p> <p>19 hard zoning on the property.</p> <p>20 Q. Do you know why the staff report doesn't</p> <p>21 say that?</p> <p>22 A. I don't know what staff report -- I will</p> <p>23 read the whole thing so I can find out about zoning</p> <p>24 and what they're talking about.</p> <p>25 Q. Have you ever seen any staff report making</p>	<p style="text-align: right;">Page 117</p> <p>1 over -- over this PR-OS.</p> <p>2 Q. So he never told you that at the time of</p> <p>3 this meeting that you say that you had right around</p> <p>4 the time of closing, correct?</p> <p>5 A. I think I told you on -- repeatedly we did</p> <p>6 not discuss any PR-OS or any land use. We only</p> <p>7 discussed zoning.</p> <p>8 MR. JIMMERSON: Object to the question as</p> <p>9 being asked and answered four times.</p> <p>10 BY MR. BICE:</p> <p>11 Q. And so it's sometime after we raised the</p> <p>12 issue is when Mr. Jerbic said for the first time that</p> <p>13 it was PR-OS was somehow -- I want to get your</p> <p>14 terminology correct here -- illegally put on this</p> <p>15 property?</p> <p>16 MR. JIMMERSON: Object to the form of the</p> <p>17 question. The plaintiffs have never raised this</p> <p>18 issue. It's no where within any pleadings or</p> <p>19 arguments or any briefs that's before this court.</p> <p>20 BY MR. BICE:</p> <p>21 Q. Am I right?</p> <p>22 A. I can tell you that when your side raised</p> <p>23 the issue, we have studied it ourself. I have talked</p> <p>24 to the Peccoles about PR-OS. They didn't know that</p> <p>25 the property was PR-OS. They didn't understand what</p>

<p style="text-align: right;">Page 118</p> <p>1 it is. And they said, no, they actually rejected 2 anything that would impede the zoning in the past. 3 So that -- 4 Q. Well, sorry. Let's go back to -- I want 5 to know when you -- when we raised the issue, you 6 said Mr. Jerbic -- 7 A. Yes. 8 MR. JIMMERSON: I'm going to raise the 9 issue when you talk about raising the issue, counsel, 10 I know your -- I hope I understand correctly you're 11 referring in a public forum like city mapping 12 commission or City Council. Before Judge Allf is not 13 an issue before the Court. 14 MR. BICE: I disagree but you can argue 15 whatever you like before the judge. My point is when 16 did Mr. Jerbic raise this with you that he had 17 determined it was somehow illegally placed on there? 18 THE WITNESS: I wrote, I believe, a letter 19 to the city. 20 BY MR. BICE: 21 Q. You wrote a letter to the city? 22 A. No, no. Counsel wrote a letter to the 23 city and demanded the city remove the PR-OS from the 24 property because they have taken -- they have an 25 inconsistent zoning in the general plan, and they</p>	<p style="text-align: right;">Page 120</p> <p>1 A. Yes. Since we did not have any record of 2 legally putting it on, on the property. 3 Q. And that was -- that was sometime after 4 your general plan amendment failed; is that correct? 5 A. I don't know when it was. I can't relate 6 it to when in the process. It may be -- 7 Q. Well, you tried to get a general plan 8 amendment to eliminate the PR-OS, right? 9 A. No. To remove it. 10 Q. To remove it? 11 A. No. General plan amendment -- the general 12 plan amendment was, I believe -- yes, general plan 13 amendment is to remove the PR-OS on the property in 14 favor of the project you're proposing, yes. 15 Q. What happened to your request to eliminate 16 the PR-OS? 17 A. I think the city admitted it was put 18 wrong. Because we put the city in the position 19 saying you have a -- you have a lien on the property. 20 Essentially you have a lien on the property without 21 any legal process. And the city has concluded that 22 it's correct, and consistently I want to tell you, 23 consistently the city -- ever since the issue over 24 the PR-OS was raised, told us you don't have to file 25 anything. It can be changed in letter point. You</p>
<p style="text-align: right;">Page 119</p> <p>1 have taken the units from 7.49 to a {zero inch per 2 acre, and we asked them to remove it. And they have 3 done their research and they have admitted that it 4 was put illegally on the property. There's no legal 5 basis to put it on. And the ordinance included 6 medium low density on this piece of property on I 7 believe it's either June or July of 2005. And 8 somebody in September, arbitrarily have changed the 9 matrix, take it to counsel and painted a different 10 color on the matrix to match the change into a PR-OS. 11 So that's the answer we got from the city. 12 Q. And you got that from Mr. Jerbic; is that 13 right? 14 A. Got it from Mr. Jerbic. I got it from 15 staff for Mr. Perrigo, I believe, and we got it from 16 Councilman Beers. You know, we had one discussion 17 with him. He admitted that the city doesn't have -- 18 doesn't have the backup for it and it's illegally put 19 on the property. 20 Q. You say your counsel. Is that Mr. 21 Jimmerson wrote a letter to the city? 22 A. I don't recall. Either Todd Davis or 23 Mr. Jimmerson. 24 Q. And asked Mr. Jerbic to remove the PR-OS 25 designation?</p>	<p style="text-align: right;">Page 121</p> <p>1 have to file the plans. You don't have to do a 2 general plan amendment now. You can do a general 3 plan amendment next meeting, after -- two meetings 4 after the zoning after the entitlements. You don't 5 have to and it's not your obligation to do it. We 6 just want to correct it. 7 There's a meeting with -- a few meetings, 8 not just one, it was repeated, with Mr. Perrigo, Mr. 9 Jerbic, Mr. Lowenstein, and others, from planning 10 that set a meeting and they said it numerous times. 11 Q. Did they put -- did they put any of these 12 admissions in writing anywhere that you have seen? 13 A. I don't know. 14 Q. Have you seen any? 15 A. I don't know. I don't think the city 16 would have -- would like to put something, you know, 17 illegal action in writing. 18 Q. Okay. So why did you withdraw your 19 request for a general plan amendment? 20 A. Because -- I have no idea. Maybe because 21 we don't need it anymore. 22 Q. Is that why or do you have no idea? 23 A. I can't tell you why we withdraw this 24 application. I have to think about it. I didn't 25 look at any documents prior to coming here, and I</p>

<p style="text-align: right;">Page 122</p> <p>1 don't have a clear recollection of what happened on 2 those tens of applications we filed.</p> <p>3 Q. Did you withdraw your general plan 4 amendment because you were told it was going to be 5 denied?</p> <p>6 A. No. Unless the city asked us to withdraw: 7 Probably the city asked us to withdrw. I don't think 8 we have done anything ourself, except we're doing on 9 our behalf, but every single time we withdraw, I 10 believe, and I might be mistaken, the city requested 11 it.</p> <p>12 Q. Do you recall you did seek a general plan 13 amendment and it was denied, or do you just not know 14 that?</p> <p>15 A. I think we seek the general plan amendment 16 on the 61 lots.</p> <p>17 Q. And what was the general plan amendment to 18 do?</p> <p>19 A. Removing.</p> <p>20 Q. The PR-OS on the property?</p> <p>21 A. Yes.</p> <p>22 Q. And the city council voted you down, 23 correct?</p> <p>24 A. Illegally.</p> <p>25 Q. What's that?</p>	<p style="text-align: right;">Page 124</p> <p>1 to do a major modification to the Peccole Ranch 2 Master Plan. Do you see that?</p> <p>3 A. If you want to -- if you want me to spend 4 20 minutes reading the whole document, I will. I 5 will be glad to do it. Because if we change for the 6 R4 in this application, then that would require a 7 major mod to something that we have objected to, and 8 I think the city, in the end, agreed that the Peccole 9 Ranch Master Plan was null and void by a resolution 10 of intent in 2005.</p> <p>11 Q. When did the city tell you that?</p> <p>12 A. In discussions of -- you know, when 13 reading documents, the zoning letter from -- the Z-17 14 zoning letter from 1990, it has a five year 15 resolution of intent on it.</p> <p>16 Q. So the city told you that the Peccole 17 Ranch Master Plan has expired?</p> <p>18 A. That they have never used it -- never -- 19 never took it into consideration when it developed 20 any other property in the vicinity, including One 21 Queensridge Place, Tivoli, Boca park, other 22 properties in Queensridge, did not take into 23 consideration the master plan and changed zoning so 24 the zoning designation that would not otherwise be 25 allowed under the conceptual master plan. The plan</p>
<p style="text-align: right;">Page 123</p> <p>1 A. Illegally, yes.</p> <p>2 Q. But the City Council made a decision that 3 they would not lift the PR-OS designation, correct?</p> <p>4 A. The PR-OS designation, again, in the eyes 5 of the court is meaningless. The property has -- the 6 property has zoning and the city knows it.</p> <p>7 Q. And which court is it that said it's 8 meaningless?</p> <p>9 A. Court of California stated it's an act of 10 taking, installing a PR-OS on the property.</p> <p>11 Q. Any others than the Court in California?</p> <p>12 A. I don't know any others. I can tell you 13 what this city and the city attorney says. It's 14 meaningless to your development, the PR-OS, because 15 the zoning supersedes the general plan, and the 16 general plan was put on illegally.</p> <p>17 Q. And why did you withdraw your request for 18 a major modification to the Peccole Ranch Master 19 Plan?</p> <p>20 A. At what time?</p> <p>21 Q. Ever.</p> <p>22 A. I don't know. You have to tell me 23 specifically which one you're talking about.</p> <p>24 Q. Well, in the March 8, 2016 exhibit that's 25 in front of you, specifically discusses that you have</p>	<p style="text-align: right;">Page 125</p> <p>1 was conceptual. It has a time limit of five years 2 resolution of intent which at the time means it 3 expires after five years.</p> <p>4 MR. JIMMERSON: When you get a chance, 5 we've been going about 75 minutes.</p> <p>6 MR. BICE: That's fine. We can take a 7 break.</p> <p>8 THE VIDEOGRAPHER: The time is 5:01 p.m. 9 We're off the video record. 10 (Recess was had.) 11 THE VIDEOGRAPHER: We are back on the 12 video record at 5:11 p.m. 13 BY MR. BICE:</p> <p>14 Q. So when was it, Mr. Lowie, when you say 15 that the city told you that the Peccole Ranch Master 16 Plan was no longer in effect?</p> <p>17 A. I don't know they said -- I think they 18 concluded themselves there was a resolution of intent 19 in the Z-17-90 that is expiring in five years which 20 will '95, expiring in 1995. You know, April of '95, 21 five years later. And a year later, just about, in 22 '96, Peccole had filed for a new master plan 23 development called Queensridge that did not contain 24 encumbered land that we currently own.</p> <p>25 MR. JIMMERSON: Could I just interrupt?</p>

<p style="text-align: right;">Page 126</p> <p>1 At page 120, line 13, the witness said 2005. Here he 2 said correctly 1995. So I would like to call that to 3 your attention, Mr. Bice. That was a misstatement by 4 him. 5 Go ahead, sir. 6 BY MR. BICE: 7 Q. So when did the city tell you that it was 8 no longer in effect? 9 A. I believe -- I believe during the 10 discussion they realized that it may be not in 11 effect. However, they never took an action to remove 12 it or to, you know, to do whatever it is with. So 13 they treated it as guidance, consensual master plan 14 development as guidance. And your question was when? 15 I believe it was in the -- maybe in the last year. 16 Maybe late 2016 that they concluded it. 17 Q. And who is it that told you it in late 18 2016? 19 A. A discussion with staff. 20 Q. Again, who at staff? 21 A. I don't recall exactly. We have these big 22 meetings with staff. There's so many people sitting 23 in them, 16, 17 people in the meeting, and we had 24 quite a lot of meetings. 25 Q. So you didn't ask them to take that</p>	<p style="text-align: right;">Page 128</p> <p>1 Q. You shared with them. 2 A. What Billy Bayne said and asked them to 3 check if it's correct. 4 MR. JIMMERSON: Let me know -- as you can 5 tell, my client is fatigued and he's slurring his 6 words a little bit. I'm not asking you to stop 7 now -- I'm perceptively observing an hour ago or an 8 hour and a half ago he was much more clear than now. 9 BY MR. BICE: 10 Q. I will wrap up here for the day. 11 Let me ask you this: Did you show any 12 documents to the city to get them to change their 13 position about the master plan being in effect? 14 A. I can't tell you if the city changed the 15 position about the master plan because you can see it 16 here, but I believe they told me they were using it 17 as a guidance, the Peccole Ranch Master Plan, because 18 they didn't follow a tool through the entire 25 years 19 since 199 -- 1990. 20 Q. Did you submit to them a letter of 21 justification in 2016 seeking a major modification of 22 the plan? 23 A. I believe we had to seek major -- they 24 requested a major mod on an R4, a zoning. That was 25 not within the conceptual master plan's guidance.</p>
<p style="text-align: right;">Page 127</p> <p>1 position; is that right? 2 A. No, no. 3 Q. They came to that conclusion all by 4 themselves. 5 A. No. We had discussions we wanted to know 6 what does it say. Actually, this all starts with 7 Peccole. I believe that Peccole -- Billy Bayne had 8 raised the issue that the master plan is -- you know, 9 no longer in effect for a long time. 10 Q. Billy Bayne raised this with who? 11 A. With me. He came to my office and told me 12 that? 13 Q. When? 14 A. A year ago, at least. 15 Q. A year ago at least? 16 A. Yes. 17 Q. So sometime prior to July of 2016? 18 A. Mid-July -- last time -- that sounds 19 right. 20 Q. So then you went to the city and told them 21 you didn't think it was any longer valid? 22 A. No. I shared with them what Billy Bayne 23 has said. 24 Q. You showed them? 25 A. Shared. Shared with them.</p>	<p style="text-align: right;">Page 129</p> <p>1 Q. So what I'm trying to understand, Mr. 2 Lowie, is why are you submitting major modification 3 requests if you're saying that it's not in effect? 4 MR. JIMMERSON: Objection to the question. 5 Asked and answered. You can answer again. 6 THE WITNESS: I don't believe we tell the 7 city what to do. The city tells us what to do. 8 BY MR. BICE: 9 Q. The city's position is that you needed to 10 submit a major modification, correct? 11 A. For something that was outside the 12 guidelines, you know, the unit counts or zoning 13 designation. They had requested -- at the time they 14 took the position it should be -- at the time they 15 took the position that they wanted GPA -- I believe 16 the unit number now is much less within the R-PD7 17 designation, and the zoning categories have not 18 changed. Therefore -- 19 Q. Well, strike that. Didn't you have to 20 seek a major modification for 17 acres? 21 A. The 17 acres was filed for a different 22 designation that was originally in the conceptual 23 master plan development. 24 Q. And did you seek a major modification? 25 A. For something that was not within the</p>

<p style="text-align: right;">Page 130</p> <p>1 guidance, yes.</p> <p>2 Q. And then did you later drop that major</p> <p>3 modification?</p> <p>4 A. I don't recall what we've done with it.</p> <p>5 Again, it's city guidance. File an application,</p> <p>6 withdraw the application, prepare the application,</p> <p>7 city guidance, except one that I recall that we have.</p> <p>8 Q. You keep saying "city guidance." What</p> <p>9 does that mean, "city guidance"?</p> <p>10 A. City guidance means the planning</p> <p>11 department or city attorney's office instructs you</p> <p>12 what to do. We want you to file this, do this, do</p> <p>13 that.</p> <p>14 Q. Did you ever tell the city you did not</p> <p>15 believe you were obligated to do so?</p> <p>16 A. I told the city I'm not obligated to file</p> <p>17 for a PR-OS removal, yes, I did.</p> <p>18 Q. And when did you tell them that?</p> <p>19 A. When the application was going through and</p> <p>20 one of the requests was on the list, GPA request.</p> <p>21 Q. And when -- did you put that in writing</p> <p>22 that you aren't obligated to do so?</p> <p>23 A. No. Weekly meetings. We had so many</p> <p>24 meetings with the city, so instead of putting a</p> <p>25 letter to the city, we just discussed it with them in</p>	
<p style="text-align: right;">Page 131</p> <p>1 the meetings, either in the --</p> <p>2 Q. Did you ever get the PR-OS designation</p> <p>3 removed from the property for the 17 acres?</p> <p>4 A. I believe that it was removed. I'm not</p> <p>5 sure who filed it, us or the city, but it was</p> <p>6 removed, yes.</p> <p>7 Q. And when was that done?</p> <p>8 A. It was done at the time of these</p> <p>9 documents. It did not have to be but it was done at</p> <p>10 the time of the document.</p> <p>11 Q. So you got a general plan amendment for</p> <p>12 the 17 acres; is that what you're saying?</p> <p>13 A. General plan amendment, yes, I believe so.</p> <p>14 I don't recall. Frank Pankratz would know all those</p> <p>15 details much more than I in the company</p> <p>16 Q. All right. Well, I understand. I agree</p> <p>17 with Mr. Jimmerson it's probably best to cease at</p> <p>18 this point in time but we'll work out schedules.</p> <p>19 Thank you for your time, Mr. Lowie. I appreciate it.</p> <p>20 I hope you make -- you'll have plenty of time to make</p> <p>21 the airport now.</p> <p>22 Let's go off the record.</p> <p>23 THE VIDEOGRAPHER: This concludes today's</p> <p>24 deposition. We're off the record at 5:21 p.m.</p> <p>25</p>	

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Exhibit 41

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DISTRICT COURT
CLARK COUNTY, NEVADA

180 LAND CO LLC, et al.,
Plaintiffs,
v.
CITY OF LAS VEGAS, a 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,
Defendants.

CASE NO.: A-17-758528-J

DEPT. NO.: XVI

THE CITY OF LAS VEGAS'
RESPONSES TO REQUESTS FOR
PRODUCTION OF DOCUMENTS,
SET ONE

000971

1 Pursuant to Rule 34 of the Nevada Rules of Civil Procedure, defendant City of Las Vegas
2 (the "City") hereby responds to the Requests for Production of Documents, First Request served by
3 the plaintiff 180 Land Co LLC ("Plaintiff").

4 The City objects to the Requests, including all definitions and instructions therein, to the
5 extent they seek information subject to and protected from disclosure by the attorney-client
6 privilege, the work-product doctrine, and/or any other applicable privilege or protection including,
7 but not limited to, the deliberative process privilege. Any disclosure made pursuant to these
8 Requests does not intend to waive any attorney-client privilege, the work-product doctrine, and/or
9 any other applicable privilege or protection including, but not limited to, the deliberative process
10 privilege. Any disclosure of a such a document that would fall under any applicable privilege and/or
11 protection is inadvertent and the Plaintiff is required to immediately notify the City of such a
12 document pursuant to Nevada Rule of Professional Conduct 4.4.

13 These responses are subject to all objections as to competence, authenticity, relevance,
14 materiality, propriety, privilege, admissibility, and all other objections and grounds which would or
15 could require or permit the exclusion of any information or documents from evidence, all of which
16 objections and grounds are reserved and may be interposed any time prior to or at the time of trial.

17 Due to the extensive, voluminous and broad Requests, which requires a manual and time-
18 consuming search, the City is producing the documents gathered and culled thus far and is
19 continuing to search, cull and identify responsive documents. Accordingly, the City shall
20 supplement these Responses as additional information is gathered.

21 **RESPONSES TO REQUESTS FOR PRODUCTION**

22 **REQUEST FOR PRODUCTION NO. 1:**

23 Identify and produce any and all documents, including but not limited to, the entire and
24 complete file in the possession of the City of Las Vegas, the applications, minutes from the
25 meetings, any and all communications (electronic or other), correspondence, letters, minutes,
26 memos, ordinances, and drafts related directly or indirectly to the following:

- 27 A. The 1985 City of Las Vegas General Land Use Plan, including land use map, adopted
28 January 16, 1985.

- 1 B. The Peccole Property Land Use Plan or Venetian Foothills Preliminary Development
2 Plan, 1986.
- 3 C. The consideration and/or adoption by the City of Las Vegas of the Venetian Foothills
4 conceptual plan or the Master Development Plan for the Venetian Foothills.
- 5 D. City of Las Vegas zoning file No. Z-00030-86, including the April 22, 1986 City
6 Planning Commission hearing, the May 7, 1986 City Council hearing, and the May
7 27, 1986 City Planning Commission hearing.
- 8 E. City of Las Vegas zoning file No. Z-139-89.
- 9 F. The consideration and/or adoption by the City of Las Vegas of the “Peccole Ranch
10 Master Plan, A Master Plan Amendment and Phase Two Re-zoning Application,”
11 dated February 6, 1990.
- 12 G. City of Las Vegas zoning file No. Z-17-90, including but not limited to the March 8,
13 1990 City Planning Commission hearing, and the April 4, 1990 City Council hearing.
- 14 H. City of Las Vegas zoning files Nos. Z-17-90 (1) through Z-17-90 (10), inclusive.
- 15 I. Master Development Plan Amendment, presented to the City Planning Commission,
16 March 8, 1990.
- 17 J. The updated City of Las Vegas Master Plan for the area within which the Subject
18 Property is located, dated March 12, 1992.
- 19 K. Southwest Sector Land Use Plan, dated January 5, 2007.
- 20 L. City of Las Vegas ZVL-57350 (Zoning Verification Letters, dated December 30,
21 2014).
- 22 M. Letter dated September 4, 1996, from Clyde O. Spitze to Robert Genzer, Re: Badlands
23 Golf Course, Phase 2.
- 24 N. Letter dated October 8, 1996 from Robert S. Genzer to Clyde O. Spitze, Re: Badlands
25 Golf Course, Phase 2.
- 26 O. City of Las Vegas zoning file TM-82-96.
- 27 P. GPA – 68385
- 28 Q. WVR – 68480

- 1 R. SDR – 68481
2 S. TMP – 68482
3 T. The Master Development Agreement for the 250 Acre Residential Zoned Land, which
4 was denied and/or stricken at the August 2, 2017 City Council meeting, more fully
5 identified as item 53-DIR - 70539 and item 31-Bill No. 2017-27 on the City Council
6 Agenda for August 2, 2017.
7 U. City of Las Vegas Bill No. 2018-5
8 V. City of Las Vegas Bill No. 2018-24
9 W. The request for access to the Subject Property, permit L17-00198.
10 X. The request to construct a fence on the Subject Property, permit C17-01047.
11 Y. WVR – 72004
12 Z. SDR – 72005
13 AA. TMP – 72006
14 BB. WVR – 72007
15 CC. SDR – 72008
16 DD. TMP – 72009
17 EE. WVR – 72010
18 FF. SDR – 72011
19 GG. TMP – 72012
20 HH. GPA – 72220
21 II. Bill No. Z-2001-1, Ordinance 5353.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

23 The City objects to this Request and each subpart thereof as vague and ambiguous as to the
24 phrase “complete file,” which is not defined and presupposes that a file pertaining to each subpart
25 exists. The City assumes that the phrase “complete file” is only intended to refer to land use case
26 files identified in this Request by the designated Hansen number.

27 The City further objects to this Request because it is overbroad and unduly burdensome in
28 that it seeks “any and all” documents related both “directly and indirectly” to each category of

1 documents identified in each subpart. As such, this Request does not describe the requested
2 documents with reasonable particularity as required by Rule 34(b)(1). In addition, various subparts
3 of this Request require documents that are unreasonably cumulative or duplicative of documents
4 required of other subparts.

5 Subject to and without waiving the foregoing objections, and assuming the phrase “complete
6 file” applies to documents identified by an appropriate Hansen number, the City will produce all
7 responsive, non-privileged documents maintained in the records of the City Planning Department
8 or City Clerk’s office.

9 For documents responsive to subpart A, *see* CLV033177-CLV033672.

10 For documents responsive to subparts B, C, and D, *see* CLV033673-CLV034422 and
11 CLV034632- CLV035617.

12 For documents responsive to subpart E, *see* CLV035618-CLV037874. The City assumes that
13 the reference to zoning file Z-139-89 is a typo and that Plaintiff intended to request documents
14 related to zoning file Z-139-88.

15 For documents responsive to subparts F, G, H, and I, *see* CLV038056-CLV051901.

16 For documents responsive to subpart J, *see* CLV052309-CLV053606.

17 For documents responsive to subpart K, *see* CLV053607.

18 For documents responsive to subpart L, *see* CLV053608-CLV053608.

19 For documents responsive to subpart M, *see* CLV053610.

20 For documents responsive to subpart N, *see* CLV053611.

21 For documents responsive to subpart O, *see* CLV053612- CLV053772.

22 For documents responsive to subparts P, Q, R, and S, *see* CLV053773-CLV058320.

23 For documents responsive to subpart T, *see* CLV058321-CLV059281.

24 For documents responsive to subpart U, *see* CLV059282-CLV059634.

25 For documents responsive to subpart V, *see* CLV059634-CLV062783.

26 For documents responsive to subpart W, *see* CLV062784-CLV062788.

27 For documents responsive to subpart X, *see* CLV062789-CLV062792.

28 For documents responsive to subparts Y, Z, and AA, *see* CLV062793-CLV062964.

1 For documents responsive to subparts BB, CC and DD, *see* CLV0344230-CLV034631.

2 For documents responsive to subparts EE, FF, and GG, *see* CLV037875-CLV038055.

3 For documents responsive to subparts HH, *see* CLV051902-CLV051930.

4 For documents responsive to subparts II, *see* CLV051931-CLV052308.

5 **REQUEST FOR PRODUCTION NO. 2:**

6 Identify and produce a complete copy of the 2007 City of Las Vegas General Land Use Plan
7 and any and all documents, including the entire and complete file in the possession of the City of
8 Las Vegas, the applications, minutes from any the meetings, any and all communications,
9 correspondence, letters, minutes, memos, ordinances, and drafts related directly or indirectly to the
10 2007 City of Las Vegas General Land Use Plan.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

12 The City objects to this Request because the term “2007 City of Las Vegas General Land Use
13 Plan” is vague and ambiguous and no document in the City’s possession is identified by such label.
14 The City further objects to this Request because it is overbroad and unduly burdensome in that it
15 seeks “any and all” documents related both “directly and indirectly” to a document that may not
16 exist. The City is unable to respond to this Request as drafted.

17 **REQUEST FOR PRODUCTION NO. 3:**

18 Identify and produce a complete copy of the City of Las Vegas 2020 Master Plan and any
19 drafts thereto, including the entire and complete file in the possession of the City of Las Vegas, the
20 applications, minutes from the meetings, any and all communications, correspondence, letters,
21 minutes, memos, ordinances, and drafts related directly or indirectly to the City of Las Vegas 2020
22 Master Plan.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

24 The City objects to this Request because it is overbroad and unduly burdensome as it seeks
25 “any and all” documents whether “directly or indirectly” related to the City of Las Vegas 2020
26 Master Plan. The City’s master plan encompasses several elements that are not relevant to the
27 allegations in the Complaint and are not proportional to the needs of the case such as community
28 design, public facilities, historic preservation, school facilities, safety, and transportation elements.

1 The City further objects to this Request as vague and ambiguous. The term “City of Las Vegas
2 2020 Master Plan” refers to a comprehensive update to the City’s master plan adopted September
3 6, 2000 but is otherwise synonymous with the City’s master plan, which is updated continuously in
4 response to ongoing development activity within the City. As drafted, this Request could be
5 construed as seeking documents related to each and every modification made to the City’s master
6 plan after September 6, 2000, including but not limited to all general plan amendments or waivers
7 approved by the City. The City’s response to this Request is therefore limited to documents related
8 to the adoption of the document entitled “City of Las Vegas 2020 Master Plan” by the City Council
9 on September 6, 2000, and the adoption of comprehensive master plan elements incorporated into
10 the City of Las Vegas 2020 Master Plan as part of the City’s ongoing efforts to refine its master
11 plan.

12 Subject to and without waiving the foregoing objections, the City will produce all responsive,
13 non-privileged documents maintained in the records of the City Planning Department or City
14 Clerk’s office. *See* CLV062965-CLV085544. The City is also in possession of an iOmega Zip 100
15 floppy disk that appears to contain graphics and other information used in the production of the City
16 of Las Vegas 2020 Master Plan. The City is unable to produce the information stored on this disk
17 in a usable format because it was created using computer systems and software that are now
18 obsolete. Therefore, the City will permit inspection of the disk and its contents at the City Attorney’s
19 Office at a mutually agreeable time and date but cannot guarantee that all information stored on the
20 disk will be reasonably accessible using more recent versions of the software used to create the disk.
21 Please contact the undersigned counsel to make arrangements for scheduling such inspection.

22 **REQUEST FOR PRODUCTION NO. 4:**

23 Identify and produce a complete copy of every City of Las Vegas master / land use plan for
24 the area within which the Subject Property is located or which includes the Subject Property from
25 1983 to present and any drafts thereto, including the entire and complete file in the possession of
26 the City of Las Vegas, the applications, minutes from the meetings, any and all communications,
27 correspondence, letters, minutes, memos, ordinances, and drafts related directly or indirectly to the
28 City of Las Vegas master / land use plan from 1983 to present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

The City objects to this Request as vague and ambiguous. The phrase “area within which the Subject Property is located or which includes the Subject Property” can be construed to include the entire City. The City assumes that this phrase is intended to refer to the real property generally located south of Alta Drive, east of Hualapai Way, north of Charleston Boulevard, and west of Rampart Boulevard. In addition, the phrase “City of Las Vegas master / land use plan” is vague and ambiguous because the City’s land use plan constitutes one element of the master plan.

The City further objects to this Request because it is overbroad and unduly burdensome as it seeks “any and all” documents whether “directly or indirectly” related to the City of Las Vegas master / land use plan for a period of over thirty years. In addition, the adoption of the City’s master plan is a continuous process involving consultation with land use experts, citizens’ advisory councils, and other groups. Moreover, the master plan elements encompass policies, goals, and objectives for the development of the entire City, many of which have no relevance to the allegations in the Complaint and are not proportional to the needs of the case. This Request also requires documents that are unreasonably cumulative or duplicative of documents required of Request No. 1, Request No. 3, and Request No. 8.

Subject to and without waiving the foregoing objections, and assuming the phrase “area within which the Subject Property is located or which includes the Subject Property” refers to the to the real property generally located south of Alta Drive, east of Hualapai Way, north of Charleston Boulevard, and west of Rampart Boulevard, the City will produce all non-privileged documents responsive to this Request in the possession of the City Planning Department or the City Clerk’s Office. *See* CLV085545-CLV085973. The City continues to identify, collect, process and review potentially responsive information and documents and reserves the right to supplement its response to this Request upon completing its review.

REQUEST FOR PRODUCTION NO. 5:

Identify and produce a complete copy of every City of Las Vegas Zoning Atlas Map from 1983 to present for the area within which the Subject Property is located or which includes the Subject Property and any drafts thereto, including the entire and complete file in the possession of

1 the City of Las Vegas, the applications, minutes from the meetings, any and all communications,
2 correspondence, letters, minutes, memos, ordinances, and drafts related directly or indirectly to
3 these City of Las Vegas Zoning Atlas Maps from 1983 to present.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

5 The City objects to this Request as overbroad, unduly burdensome, and not within the scope
6 of discovery permitted by Rule 26(b)(1). The Official Zoning Map Atlas includes zoning
7 designations and related information for each any every parcel within the City's limits. Due to
8 continuous development activity within the City, the Official Zoning Map Atlas is updated
9 frequently using Geographic Information Systems (GIS) metadata and geoprocessing tools. Each
10 time the Official Zoning Map Atlas is updated, the metadata associated with parcels affected by the
11 update is overwritten with new metadata. The City does not maintain an inventory of outdated
12 metadata because the cost of storing such information is prohibitively expensive. To recreate prior
13 versions of the Official Zoning Map Atlas would require restoration of overwritten GIS metadata,
14 which would impose substantial burdens on the City in terms of both cost and time. Finally, such
15 records are not proportionate to the needs of the case as the City does not dispute that the Subject
16 Property is zoned R-PD7.

17 **REQUEST FOR PRODUCTION NO. 6:**

18 Identify and produce a list / summary of every instance where an application was submitted
19 to the City to use property, the use of the property identified in the application was consistent with
20 the then existing zoning designation and/or the City of Las Vegas Zoning Atlas Map and the City
21 denied the request from 1986 to present. Please include in the list / summary a reference to the City
22 of Las Vegas zoning file where the action was taken.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

24 The City objects to this Request because it is overbroad, unduly burdensome, and beyond the
25 scope of discovery permitted by Rule 26(b)(1). This Request would require the City to manually
26 compile, review, and analyze over thirty years of zoning case files and archived meeting minutes.
27 Such records are not proportionate to the needs of the case as different standards and procedures
28 apply to different zoning designations. Plaintiff may use archived records of historical zoning case

files and meeting minutes to prepare the requested list / summary. Such records are available to the public, free of cost, through the City's electronic archives at the following URL:
<http://www5.lasvegasnevada.gov/sirepub/home.aspx>.

REQUEST FOR PRODUCTION NO. 7:

Identify and produce a list / summary of every instance where an application was submitted to the City to use property, the use of the property identified in the application was consistent with the then existing zoning designation and/or the City of Las Vegas Zoning Atlas Map, but the use was inconsistent with the land use designation on the City's master plan and/or land use plan and the City applied the designation on the City's master plan and/or land use plan over the then existing zoning designation and/or City of Las Vegas Zoning Atlas Map to deny the application to use the property from 1986 to present. Please include in the list / summary a reference to the City of Las Vegas zoning file where the action was taken.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

The City objects to this Request because it is overbroad, unduly burdensome, and beyond the scope of discovery permitted by Rule 26(b)(1). This Request would require the City to manually compile, review, and analyze over thirty years of land use case files and archived meeting minutes. The requested records are not proportionate to the needs of the case as the City's standards and procedures for approving land use applications have evolved substantially over the relevant period identified in this Request. Plaintiff may use archived records of historical land use case files and meeting minutes to prepare the requested list / summary. Such records are available to the public, free of cost, through the City's electronic archives at the following URL:
<http://www5.lasvegasnevada.gov/sirepub/home.aspx>.

REQUEST FOR PRODUCTION NO. 8:

Identify and produce any and all documents, including but not limited to, the entire and complete file in the possession of the City of Las Vegas, the applications, minutes from the meetings, any and all communications (electronic or other), correspondence, letters, minutes, memos, ordinances, and drafts related directly or indirectly to the "Peccole Ranch Master Plan," (Plan) including but not limited to the passage or adoption of the Plan, the changes to any boundaries

1 applicable to the Plan, any major modifications to the Plan, and general plan amendments to the
2 Plan, and/or any zone changes related to the Plan from the period 1990 to present.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

4 The City objects to this Request because it is overbroad and unduly burdensome as it seeks
5 “any and all” documents whether “directly or indirectly” related to the “Peccole Ranch Master
6 Plan.” The property subject to the Peccole Ranch Master Plan includes approximately 2,300 acres
7 and the land use case files associated with each project developed within the area are voluminous
8 and not proportional to the needs of the case. Therefore, this Request does not describe the requested
9 documents with reasonable particularity as required by Rule 34(b)(1). The City further objects to
10 this Request since it is unreasonably cumulative and/or duplicative of Request No. 1, Request No.
11 3, and Request No. 4.

12 Subject to and without waiving the foregoing objections, the City will produce all responsive,
13 non-privileged documents in the custody, control or possession of the City Planning Department or
14 the City Clerk’s Office. See CLV085974-CLV126712. The City continues to identify, collect,
15 process and review potentially responsive information and documents and reserves the right to
16 supplement its response to this Request upon completing its review.

17 **REQUEST FOR PRODUCTION NO. 9:**

18 Identify and produce every document in the possession list / summary of every instance where
19 an application was submitted to the City to use property within the geographic area of the “Peccole
20 Ranch Master Plan” where the application and/or request to use the property was inconsistent or
21 contrary to the land use designation on the “Peccole Ranch Master Plan” and the City required the
22 applicant to submit / file a major modification application with the City to modify the land use
23 designation on the “Peccole Ranch Master Plan” from 1986 to present. Please include in the list /
24 summary a reference to the City of Las Vegas zoning file where the action was taken.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

26 The City objects to this Request because it is overbroad, unduly burdensome, and not within
27 scope of discovery permitted by Rule 26(b)(1). This Request requires the City to manually compile,
28 organize, and analyze over thirty years of records, and to prepare materials which do not presently

1 exist. Furthermore, the information required to compile the requested list / summary is available to
2 the general public, free of cost, through the City's electronic archives at the following URL:
3 <http://www5.lasvegasnevada.gov/sirepub/home.aspx>.

4 **REQUEST FOR PRODUCTION NO. 10:**

5 Identify and produce each and every document, communication, email, memo,
6 correspondence, and/or text sent to or sent from any member of the City Council, any Staff member
7 of the City of Las Vegas and/or any member of the City of Las Vegas City Attorney's Office from
8 2015 to present that is related to the Subject Property, the Badlands Golf Course, the 250 Acre
9 Residential Zoned Land and/or any application to develop the entire or any part of the Subject
10 Property, the Badlands Golf Course, and/or the 250 Acre Residential Zoned Land.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

12 The City objects to this Request because it is overbroad and unduly burdensome as it seeks
13 "each and every document, communication, email, memo, correspondence, and/or text" related to
14 the Subject Property, the Badlands Golf Course, the 250 Residential Zoned Land and/or any
15 application to develop the same. As such, this Request does not describe the requested documents
16 with reasonable particularity as required by Rule 34(b)(1). In addition, the time and cost associated
17 with identifying, collecting, processing and reviewing the requested information imposes substantial
18 burdens on the City's staff. This Request also requires documents that are unreasonably cumulative
19 or duplicative of documents required of Request No. 1, Request No. 3, Request No. 4, and Request
20 No. 8. The City further objects to this Request to the extent that it seeks documents protected by the
21 attorney client privilege, the work product doctrine and/or the deliberative process privilege.

22 Subject to and without waiving the foregoing objections, the City will produce all responsive,
23 non-privileged documents in the custody, control or possession of the City Planning Department or
24 the City Clerk's Office. *See*, documents produced in response to public records requests submitted
25 by Plaintiff's counsel on February 15, 2018 (Reference No. W009103-021518), March 1, 2018
26 (Reference No. W009321-030118), April 5, 2018 (Reference Nos. W009921-040518 and
27 W009922-040518), May 4, 2018 (Reference No. W010481-050418), November 7, 2018 (Reference
28 Nos. W013635-110718, W013636-110718, W013637-110718, and W013638-110718), March 28,

2019 (Reference Nos. W015895-032819, W015896-032819, W015897-032819, and W015898-032819). *See also*, CLV126713-CLV207694. The City continues to identify, collect, process and review potentially responsive information and documents and will supplement its response to this Request and provide a privilege log, if necessary, upon completing its review.

REQUEST FOR PRODUCTION NO. 11:

Identify and produce each and every document, communication, email, memo, correspondence, and/or text sent to or sent from any member of the City Council, any Staff member of the City of Las Vegas and/or any member of the City of Las Vegas City Attorney's Office from 2015 to present that is related to the identification or suggestion of funds to purchase the Subject Property, the Badlands Golf Course, and/or the 250 Acre Residential Zoned Land.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

The City objects to this Request since it is vague and ambiguous as to the phrase "identification or suggestion of funds" as the phrase is not defined and has no established meaning. In addition, the Request does not identify a purchaser, which could arguably be construed to include Plaintiff. The City further objects to this Request to the extent that it seeks documents protected by the attorney client privilege, the work product doctrine and/or the deliberative process privilege.

Subject to and without waiving the foregoing objections, the City responds as follows: After a diligent search and reasonably inquiry, the City has found only one document responsive to this Request which was produced in response to a public records request submitted by Plaintiff's counsel on February 15, 2018 (Reference No. W009103-021518) bates stamped as CLV006481-CLV006484.

REQUEST FOR PRODUCTION NO. 12:

Identify and produce each and every document, communication, email, memo, correspondence, and/or text sent to or sent from any member of the City Council, any Staff member of the City of Las Vegas and/or any member of the City of Las Vegas City Attorney's Office from 1986 to present that is related to the identification or suggestion of a PR-OS designation on all or any part of the Landowners' Property and/or all or any part of the 250 Acre Residential Zoned Land.
...

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

The City objects to this Request because it is overbroad and unduly burdensome as it seeks “each and every” document related to the general plan designation for the Subject Property for the past 33 years. As such, this Request does not describe the requested documents with reasonable particularity as required by Rule 34(b)(1). This Request also requires documents that are unreasonably cumulative or duplicative of documents required of Request No. 1, Request No. 3, Request No. 4, Request No. 8 and Request No. 10. The City further objects to this Request to the extent that it seeks documents protected by the attorney client privilege, the work product doctrine and/or the deliberative process privilege.

Subject to and without waiving the foregoing objections, the City responds as follows: *See* documents produced in response to Request No. 1, Request No. 3, Request No. 4, Request No. 8, and Request No. 10.

REQUEST FOR PRODUCTION NO. 13:

Identify and produce each and every City of Las Vegas guideline, instruction, process and/or procedure for adopting a land use designation on the City of Las Vegas General Plan Land Use Element and/or Master Plan, including the guideline, instruction, process and/or procedure applicable for each and every year from 1986 to present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

The City objects to this Request because it is overbroad and unduly burdensome as it seeks “each and every” document related to the adoption of a land use designation from the past 33 years. The City’s procedures for adopting and amending elements of the City’s master plan are governed by NRS 278.210 through NRS 278.250, inclusive. The specific procedures for adopting and amending land use designations are contained in the City’s Unified Development Code and any prior version thereof.

...
...
...
...

1 **REQUEST FOR PRODUCTION NO. 14:**

2 Identify and produce each and every document in your possession or at the City of Las Vegas
3 which supports or shows how the City of Las Vegas guideline, instruction, process and/or procedure
4 was implemented to place a designation of PR-OS or any similar open space designation on all or
5 any part of the Landowners' Property and/or the 250 Acre Residential Zoned Land on the City of
6 Las Vegas General Plan Land Use Element and/or Master Plan from 1986 to present.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 14:**

8 The City objects to this Request because it is overbroad and unduly burdensome as it seeks
9 "each and every" document related to the designation of PR-OS for the past thirty years. The City's
10 procedures for adopting and amending general plan designations are governed by NRS 278.210
11 through NRS 278.250, inclusive. The specific procedures for adopting and amending the land use
12 designation for the Subject Property are contained in the City's Unified Development Code and any
13 prior version thereof.

14 **REQUEST FOR PRODUCTION NO. 15:**

15 Identify and produce the City of Las Vegas Code section and/or any other City document
16 which provides each and every guideline, instruction, process and/or procedure that the City of Las
17 Vegas requires for a major modification application including the City document(s) identifying each
18 and every guideline, instruction, process and/or procedure applicable for a major modification
19 application for each and every year from 2014 to present.

20 ...

21 ...

22 ...

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

The City objects to this Request because it is overbroad and unduly burdensome as it seeks “each and every” document relating to guidelines, instructions, processes and/or procedures for a major modification. The procedures and requirements for major modifications currently contained in the City’s Unified Development Code have been effective for the entire period covered by this Request.

DATED this 12th day of July, 2019.

McDONALD CARANO LLP

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Attorneys for City of Las Vegas

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on the 12th day of July, 2019, a true and correct copy of the foregoing **THE CITY OF LAS VEGAS' RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS, SET ONE** was served via personal delivery and electronically with the Clerk of the Court via the Clark County District Court Electronic Filing Program which will provide copies to all counsel of record registered to receive such electronic notification as follows:

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James J. Leavitt, Esq.
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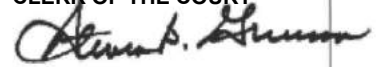
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Exhibit 42



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DISTRICT COURT

CLARK COUNTY, NEVADA

12 JACK B. BINION, an individual; DUNCAN R.
13 and IRENE LEE, individuals and Trustees of the
14 LEE FAMILY TRUST; FRANK A SCHRECK,
15 an individual; TURNER INVESTMENTS, LTD.,
16 a Nevada Limited Liability Company; ROGER P.
17 and CAROLYN G. WAGNER, individuals and
18 Trustees of the WAGNER FAMILY TRUST;
19 BETTY ENGLESTAD AS TRUSTEE OF THE
20 BETTY ENGLESTAD TRUST; PYRAMID
21 LAKE HOLDINGS, LLC.; JASON AND
SHEREEN AWAD AS TRUSTEES OF THE
AWAD ASSET PROTECTION TRUST;
THOMAS LOVE AS TRUSTEE OF THE ZENA
TRUST; STEVE AND KAREN THOMAS AS
TRUSTEES OF THE STEVE AND KAREN
THOMAS TRUST; SUSAN SULLIVAN AS
TRUSTEE OF THE KENNETH J. SULLIVAN
FAMILY TRUST, AND DR. GREGORY
BIGLOR AND SALLY BIGLER,

Petitioners,

vs.

24 THE CITY OF LAS VEGAS; and SEVENTY
25 ACRES, LLC, a Nevada Limited Liability
Company,

Respondents.

CASE NO. A-17-752344-J
DEPT. NO. XXIV

RESPONDENT CITY OF LAS VEGAS' ANSWERING BRIEF

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I.

ISSUES PRESENTED FOR REVIEW

1. Was the Las Vegas City Council's approval of Seventy Acres, LLC's application for a General Plan Amendment from parks/recreation/open space (PR-OS) to M (Medium Density Residential) on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard ("GPA-62387") supported by substantial evidence?

2. Was the Las Vegas City Council's approval of Seventy Acres, LLC's application for a rezoning related to GPA-62387 for a rezoning from R-PD7 (Residential Planned Development – 7 Units Per Acre) to R-3 (Medium Density Residential) on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard ("ZON-62392") supported by substantial evidence?

3. Was the Las Vegas City Council's approval of Seventy Acres, LLC's application for a Site Development Review plan for a proposed 435-Unit Multi-Family Residential Development on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard ("SDR-62393") supported by substantial evidence?

II.

RELEVANT BACKGROUND INFORMATION

The Nevada Legislature enacted a comprehensive statutory scheme—NRS Chapter 278—authorizing cities and counties to plan and zone land use in their respective jurisdictions for the purpose of promoting health, safety, morals, and the general welfare of the community. NRS 278.020. The legislative body of a city of at least 25,000 people must, under Chapter 278, create a planning commission which in turn must adopt a long-term plan of physical development. NRS 278.030, 278.150. Elements of the long-term plan include community design, conservation, economics, housing, land use, public buildings, public services and facilities, recreation, streets and highways, transit and transportation. NRS 278.160.

Pursuant to NRS 278.150 and 278.160, the city adopted its long-term plan of physical development—the Las Vegas 2020 Master Plan—with the adoption of Ordinance 2000-62 on

....

1 September 6, 2000.¹ The City of Las Vegas (“City”) subsequently adopted the Land Use &
2 Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan on September 2, 2009.²
3 Ordinance #6056; revised with Ordinance #6152 on May 8, 2012.

4 The Land Use & Neighborhoods Preservation Element is significant, *inter alia*, because it
5 plainly establishes the City’s land use hierarchy. The land use hierarchy progresses in the
6 following ascending order: 2020 Master Plan; Land Use Element; Master Plan Land Use
7 Designation; Master Development Plan Areas; and Zoning Designation. (Land Use &
8 Neighborhoods Preservation Element at 19.) In the hierarchy, the land use designation is
9 subordinate to the zoning designation, for example, because land use designations indicate the
10 intended use and development density for a particular area, while zoning designations
11 specifically define allowable uses and contain the design and development guidelines for those
12 intended uses.

13 The City’s decision to approve Seventy Acres, LLC’s applications conformed to the
14 zoning and land use designations of Peccole Ranch, which did not require the approval of a
15 Major Modification, and—thus—warrants deference from the Court. The Nevada Supreme
16 Court has previously noted that

17 it is not the business of courts to decide zoning issues. *Coronet*
18 *Homes, Inc. v. McKenzie*, 84 Nev. 250, 256, 439 P.2d 219, 223
19 (1968). Because of [a governing body’s] particular expertise in
20 zoning, courts must defer to and not interfere with the [governing
body’s] discretion if this discretion is not abused. *City Council,*
Reno, 100 Nev. at 439, 683 P.2d at 962.

21 *Nevada Contractors v. Washoe County*, 106 Nev. 310, 314, 792 P.2d 31, 33 (1990).

22 The City acted within its discretionary powers and properly approved the three
23 applications without a Major Modification. A Major Modification is similar to a General Plan
24 Amendment. While a General Plan Amendment changes the land use designation within a

25 ¹ The City of Las Vegas 2020 Master Plan is available at
26 <https://www.lasvegasnevada.gov/cs/groups/public/documents/document/dhn0/mday/~edisp/tst002661.pdf>.

27 ² The City of Las Vegas Land Use & Neighborhoods Preservation Element is available at
28 <https://www.lasvegasnevada.gov/cs/groups/public/documents/document/dhn0/mday/~edisp/tst002656.pdf>.

1 Master Plan or sector plan, a Major Modification changes the special land use designation of a
2 parcel within a special area plan. (Land Use & Neighborhoods Preservation Element at 52.) In
3 other words, a Major Modification is required when a land use change is requested within a
4 special area plan. (*Id.*) Peccole Ranch, however, is not a special area plan. (*Id.* at 53.) Thus,
5 because the purported land use change requested was not within a special area plan, the City
6 properly did not require a Major Modification.

7 **III.**

8 **STATEMENT OF FACTS**

9 Petitioners are numerous homeowners located throughout Queensridge; a luxury guard-
10 gated housing community within the city of Las Vegas. (*See* Pet. Jud. Review, ¶¶ 2-13, Mar. 10,
11 2017, already on file herein.) The twelve Petitioners collectively challenge the Las Vegas City
12 Council's approval of Respondent Seventy Acres, LLC's general plan amendment, rezoning, and
13 site development review applications to develop certain land in Queensridge, specifically, 17.49
14 acres at the southwest corner of Alta Drive and Rampart Boulevard. (*Id.* at ¶¶ 55 – 63.)
15 The 250 acres at issue has always been hard zoned as R-PD7.

16 ***SEVENTY ACRES, LLC'S ORIGINAL APPLICATIONS MADE TO THE CITY OF LAS VEGAS***

17 In or about November 2015, Seventy Acres, LLC submitted three applications to the City
18 relating to the subject 17.49 acres. (Record of Review ("ROR") 17379, 17435, 17440.) Those
19 applications included the following:

- 20 • A general plan amendment from PR-OS (parks/recreation/open space) to H (high
21 density residential) to allow for residential densities of greater than or equal to
22 25.5 dwellings per acre;
- 23 • A rezoning from R-PD7 (residential planned development – 7 units per acre) to
24 R-4 (high density residential) on the 17.49 acres to allow for multi-family
25 dwellings with density limited by the 55-foot height limitation and other
26 development standards imposed by this zoning district; and

27

28

- A site development review plan to construct four buildings at significantly lower grade than the existing adjacent One Queensridge Place condominium development to the north.

Id. at 2425–26. Specifically, these applications related only to the 17.49 acres of Queensridge at the southwest corner of Alta Drive and Rampart Boulevard (“Area 1”), not the entirety of the golf course (“Areas 1, 2, 3, and 4”) that amounts to over 250 acres. (See ROR 21204 (detailed colored map of the entire undeveloped areas)). These three applications originally came before the Planning Commission on January 12, 2016, without an accompanying “recommendation” by staff. (ROR 17362–77.) To afford staff and applicant additional time to review and finalize the applications, and to meet with neighbors, the Planning Commission held the applications in abeyance until April 12, 2016. (ROR 17443–44.)

Before the next April 12, 2016-Planning Commission meeting, an affiliated company, 180 Land Co, LLC, filed another set of applications—e.g., general plan amendment, rezoning, major modification, and development agreement—relating to the entire 250 acres of the golf course. (ROR 17667–68; 17895–97; 17957–59; 17967-69.) At that time, there were two sets of applications tracking simultaneously before the Planning Commission (“Commission”) and ultimately the City Council: (a) the Seventy Acres, LLC’s applications relating to the 17.49 acres (“Area 1”); and (b) the 180 Land Co, LLC’s applications relating to the entirety of the 250 acres. Because the whole of the applications were not accompanied by a “recommendation” of staff, the Commission abeyed the matter for additional 30 days until May 10, 2016, to afford staff and applicant additional time to examine and finalize the applications. (ROR 17651; 18025.)

At the following Planning Commission meeting, the City Attorney opined that “I recently got involved in these negotiations . . . [and] [a]s you all know, this is a very, very complicated project. It has a lot of moving pieces,” and staff needs additional time to review this project. (ROR 18719–20.) Even Tom Perrigo, Executive Director of Planning, stated that “we haven’t completed all of the discussions on all of the [applications]. So we don’t have a complete Staff

1 Report that allows us to make a recommendation at this time, and that is why staff had requested
2 this particular abeyance, in order to allow more time to complete our work.” (ROR 18720.)

3 Shortly thereafter, at the next Planning Commission meeting on July 12, 2016, and
4 following months of research and negotiations, the staff recommended approval of each of the
5 two sets of applications. (ROR 18732; 19458.) The neighbors, however, requested their own
6 abeyance in order “to get their arms around” the applications and associated agreements. (ROR
7 19823.) To that end, the commission respectfully continued the hearing to afford the nearby
8 residents an opportunity to weigh in. (ROR 19871.) Needless to say, and contrary to
9 Petitioners’ representations that nefarious activity was afoot, the municipal organization, the
10 applicants, and even the neighbors were actively involved in examining the subject applications.

11 *OCTOBER 18, 2016 PLANNING COMMISSION MEETING*

12 On October 18, 2016, the two sets of applications came before the Planning
13 Commissioner for consideration and a final vote. (ROR 23387–526.) A representative of City
14 Planning staff, Peter Lowenstein, summarized staff’s recommendation that the applications be
15 approved, and in doing so, iterated that the “major modification” applied only to the set of
16 applications filed by 180 Land Co, LLC:

17 Good evening. Mr. Chairman, the proposed development of
18 the approximate 250 acres known as the Badlands Golf Course will
19 consist of 2,400 multi-family units with a potential 200 assisted
20 living units and 75 single-family estate lots. To allow the proposed
21 development, a Major Modification to the Peccole Ranch Phase
22 Two Plan has been submitted denoting amended land use
23 designations on the 250.92 acres to reflect multi-family residential
24 on the eastern 600, sorry, 67.22 acres and single-family residential
25 on the western 183.71 acres. *It should be noted that the proposed*
26 *Major Modifications specifically relates only to the approximate*
27 *250 acres* and no longer denotes any as-built conditions or the
28 elimination of any other properties from the plan area as originally
requested.

24 * * *

25 The proposed Major Modification does not dictate the
26 development and maintenance of the property or provide standards
27 and review criteria for new development. Those functions are
28 under the purview of a related Development Agreement. A
Development Agreement has been proposed to provide a higher
level of detail and thus assurance to the surrounding developments
on how and what can be built. The content of the Development

Agreement is in conformance with the requirements of the Nevada Revised Statute 278 and indicates additional development and design controls, which increase the sensitivity and compatibility of the new development with existing adjacent development.

The proposed development calls for the placement of density in areas that are sensitive to existing single-family and multi-family development on adjacent parcels. Furthermore, the development as proposed would be consistent with goals, objectives, and policies of the Las Vegas 2020 Master Plan that call for walkable communities, access to transit options, access to recreational opportunities and dense urban hubs at the intersections of primary roads. As such, staff is supporting, is in support of the Major Modifications, General Plan Amendment, Rezoning, and proposed Development Agreement.

*The applicant has a second set of applications pertaining to the 17.49 acres located at the southwest corner of Alta Drive and Rampart Boulevard. A General Plan Amendment to a high density residential land use designation and associated rezoning to high density residential zoning district have been proposed along with a Site Development Plan Review for 720 multi-family development units consisting of four-story buildings. The proposed multi-family development, if approved, would be located next to an established multi-family condominium development. The project is designed to provide increased density while minimizing impacts to neighboring properties. The building elevations are compatible with the Parisian architectural style employed on the 1 Queensridge Place buildings to the west of the site. Furthermore, the buildings would be situated at a lower grade than the surrounding area, thereby preserving the existing views from the adjacent residential areas. **Staff finds the proposed development to be compatible with the surrounding development and is in substantial conformance with Title 19 and is recommending approval of all applications.***

(ROR 23394-97.) Additional members of City staff, including Commissioner Flangas, also iterated that the requested "major modification" applied only to the applications by 180 Land Co, LLC:

The project is gorgeous, and so here's what I'm going to support tonight. I will definitely support items on this agenda tonight, Items 10, 11 and 12. The reason I'm not going to [support 180 Land Co, LLC's applications], I would like to be able to support Area 2 as well, but **the problem is Area 2 is tied to the modification and it's tied to the Development Agreement.** So, I really can't support it just on that reason alone. I think the project itself is okay. So, I'm going to re-recommend and this is the way I'm going to vote tonight is to deny 6, 7, 8 and 9 [180 Land Co, LLC's applications] and approve 10, 11 and 12 [Seventy Acres, LLC's applications], for whatever it's worth with my fellow Commissioners. Thank you.

1 (ROR 23518.) This distinction was recognized even by a Queensridge resident, who similarly
2 noted that: "It is my understanding after meeting with the City Attorney that the City is under no
3 obligation to modify the 1990 Master Plan." (ROR 23458.)

4 The Planning Commission ultimately approved the Seventy Acres, LLC's applications
5 but denied the 180 Land Co, LLC's applications on the following bases:

6 **COMMISSIONER FLANGAS**

7 Thank you, Mr. Chairman. First of all, I spent a lot of time
8 on this project, studying this, these items probably more than I ever
9 have since I've been on this Planning Commission. I've toured the
10 project with the developer and toured it a second time with the
11 developer's representative. I've met with the homeowners'
12 representatives. I've met with the representatives from the
13 developer in my office several times, met with the homeowners'
14 representatives in my office several times, and I've put a lot of time
15 and a lot of thought into this.

16 * * *

17 I have to agree with Commissioner Cherry. I like the
18 project on, in Area 1. I'm okay, I think, with Area 2. I'm not okay
19 with Area 3. I think it pushes too far into the residential area, and
20 no offense, a four-story building is not compatible with the general
21 area. The most dense portion up there is Tudor, the Tudor area,
22 which is up to the north, and I think that's about 10 acres to the
23 unit. In Area 3, my understanding is we're dealing with 55 feet the
24 maximum unit, we can built up to 55 feet in it, if I'm not mistaken.
25 That's pretty high for an area that's supposed to be a transition area
26 between the housing areas and the like, and so, I just think it's just
27 not compatible with the area; it's too dense.

28 (ROR 23517-20.)

When approving Seventy Acres, LLC's application, the Planning Commissioner received
and heard an abundance of information relating to numerous concerns, like the Clark County
School District, drainage, and the impact of the P-PD7 hard zoning. For instance, Mr.
Lowenstein noted that regarding "the General Plan Amendment, Rezoning and Site Development
Review, we've also added the addition of the comments from the Clark County School District,
and those are in your backup as well." (ROR 23397.) In contrast to Petitioners' representations
in their opening brief, the Commissioner allowed a school district representative to state both her
concerns and appreciation for the project:

....

1 [The school district] did submit the letter, however, I have
2 been requested by the Trustees to actually read this letter into the
3 record, if you don't mind, and would indulge me to do so...

4 So, the purpose of this letter is to provide you with the
5 Clark County School District's position on a proposed Master Plan
6 Development located at the existing Badlands Golf Course. Based
7 on information provided by the City of Las Vegas, the proposed
8 Badlands Golf development is a 2,675 single-family and multi-
9 family residential unit development. The site is situated on
10 approximately 250.92 acres of land located at the Badlands Golf
11 Course that is adjacent to 1 Queensridge Place. There are four
12 areas to the Development Plan that have been submitted to the City
13 of Las Vegas Planning Committee (sic). What we did is, we
14 identified each area. **Area one is 17.49 acres, multi-family
15 residential, 720 dwelling units. The density is 41.2 dwelling units
16 per acre.** Area two, 20.69 acres, multi-family residential, 880
17 dwelling units, 37.8 dwelling units per acre. Area three, 29.3 multi-
18 family residential dwelling units, and we included that within the
19 1,880. Area four, 183.71 single-family residential, 75 dwelling
20 units on 0.4 acres, so there was a total, obviously, of the 250.92
21 acres. Areas two and three were combined for a total of 1,880
22 units.

23 The District has reviewed the information provided by the
24 City of Las Vegas utilizing the District's Demographic Zoning and
25 GIS Department's student yield formula.

26 * * *

27 Planning for such a large development is a complex,
28 multifaceted task. To that end, the District and master developers
have entered into Memorandum of Agreements to work out mutual
agreement solutions that will become part of the Development
Agreement. The MOA process is successful[ly] working at the
Tule Springs and Skye Canyon Housing Projects and presents the
most efficient method to conduct and monitor the detailed planning
required. ***In conclusion, the District appreciates and applauds the
efforts of the City and it has always shown in supporting the best
interests of student and families. We hope this proposition meets
with your approval, and we stand ready to participate in the
process.*** I just wanted to clarify that we have not actually entered
into any sort of MOA agreement with the developers at this time,
however, that's what we have done in the past. Thank you.

23 (ROR 23397-98.) To that end, Mr. Perrigo of City Planning largely agreed with representative's
24 statements and assured the Planning Commissioner that his staff will work with the school
25 district towards executing a memorandum of understanding:

26 Sure. Thank you, Mr. Chair. With respect to the letter, as
27 with the School District, as with every planned community or
28 project where we enter into discussions on a development
agreement, we are responsible to make sure we're looking out for
the interests of the community in terms of infrastructure, public

amenities and so on, and schools is obviously an important part of that.

We directed the applicant to meet with the School District and work out some sort of an understanding before we would move this forward. The applicant did as we requested and quite some time ago received an email from counsel at the School District indicating they would not participate in a conversation. And so, at that point, there was not much we could do, from staff's perspective, but to go with the input the School District gave us initially that didn't say whether they approved it or disapproved of the project. So, we had really no input at that time.

Since then, as has been stated, we did receive the letter today. We've talked to the School District, and they would like to enter into the conversation to form a memorandum of understanding or a memorandum of an agreement or some sort of understanding as to what their needs are and what the applicant can do to participate in meeting their needs, and the applicant has stated that they are more than happy to enter into those conversations. And so, I think that's perfectly appropriate.

(ROR 23479.)

The Planning Commission also inquired into the requested drainage studies, to which a member of the City's Planning Department represented the proposed development on the 17.49 acres was acceptable:

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

* * *

[T]he golf course is a water conveyance corridor. If they want to build on top of it, they'll need to, one proposal that we saw was build some box culverts, and they could also use some open channels to direct the flow down in the same direction that it's going today. So, yes, they'll need to kind of capture it and send it through at the intersection of Alta and Rampart, but it's kind of the same.

* * *

[In response to whether the Development Agreement includes these drainage requires, the representative responded that] what the Development Agreement does is gives them options of things they could do, so, we're not prescribing exactly what you

1 have to do. They can come up with an engineering solution on how
2 to capture the water. So, they're required to have a Master
3 Drainage Study in the Development Agreement, and that Master
4 Drainage Study needs to be approved through the City. *With the*
5 *thing that they've proposed, they can do either one. I mean, for*
6 *sure with the 720 of the SDR that you're looking at today, that*
7 *has to go under a box. We know that for sure, because they're*
8 *basically building on top of it. But going west of the 720 units,*
9 *it's not fully determined yet.*

6 (ROR 23497, 23507-8.) Stated differently, the planning department determined that the far
7 smaller 17.49 acres project could easily adjust for drainage by way of building upon culvert
8 boxes, whereas the large 250 acres project "is not fully determined yet."

9 To clarify any ambiguity concerning the hard zoning associated with the property, the
10 City Attorney outlined the impact of that zoning of the subject applications:

11 When [applicant] acquired the property in Queensridge,
12 that's the Badlands Golf Course, they requested of the Planning
13 Department a letter asking what the zoning classification, if there
14 was any, for the golf course was at that time. Planning provided
15 two letters, one addressed three APN numbers, one addressed one
16 APN number. *Both of those letters identified those properties as*
17 *having hard zoning R-PD7. R-PD7 no longer exists in our*
18 *zoning code, but at the time it did exist, it allowed up to, that is up*
19 *to 7.49 units per acre. Because R-PD stands for Residential*
20 *Planned Development, the reason it is up to is [sic], you have to*
21 *be compatible with surrounding land uses.*

22 * * *

23 However, and this is where there will be some
24 disagreement, I'm sure, the developer did acquire property that has
25 hard zoning. Many other golf courses here in town are zoned very
26 specifically for civic use or for open space use. This golf course
27 was not. I don't know why, but 25 years ago or more when the hard
28 zoning went into place, it covered the entire golf course, the 250
that was referenced by Mr. Kaempfer. As a result, the developer
has a right to come in ask for some development there. What that
development is, how much there is, is up to this Planning
Commission and up to the Las Vegas City Council. Having said
that, I'll be glad to answer any questions.

29 * * *

30 As I stated at the beginning, for whatever reason, I wasn't
31 here then, but the Council gave hard zoning to this golf course, R-
32 PD7, which allows somebody to come in and develop.

33 (ROR 23433-34.) The Planning Commissioner inquired into whether "the action we take on this
34 is really not the matter, it's what the hard zoning is for the parcel that's involved," to which the

1 City Attorney simply responded: "correct." (ROR 23498.) Opponents of the applications
2 expressed their dissatisfaction and misunderstanding between the land use designation (PR-OS),
3 hard zoning (R-PD7), and the subject applications. The following exchange took place between
4 the City Attorney and Commissioner Crear:

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

11 **BRAD JERBIC**

12 It's a little more complicated than that.

13 **COMMISSIONER CREAR**

14 Okay.

15 **BRAD JERBIC**

16 ... It is hard zoned R-PD7 according to our records. That is
17 Residential Planned Development up to, up to 7.49 units per acre.
18 The planned part of the [r]esidential plan development makes the
19 developer come in with projects that are compatible with
20 surrounding land uses. Since this is pretty built out, there's a lot of
21 surrounding land uses; some are on acres, some are on half-acres,
22 some are on third acres. I don't want to speak for Mr. Perrigo, and
23 I'll let him chime in here at the end, but typically what staff would
24 do is if somebody came in with a recommendation to build on acre
25 next to an already developed acre, they would probably say that's
26 harmonious and compatible. Now, that's part of the equation here.
27 If they came in and said, we want to build 7.5 units per acre next to
28 acre homes, Planning staff would no doubt say that's not
compatible, and the developer, I doubt, would even ask for that. I
think Mr. Kaempfer is in agreement. I see him nodding yes.

29 (ROR 23508.)

30 After hours of weighing testimony, evidence, and recommendations in support of and in
31 denial of the two sets of applications, the Planning Commissioner voted to approve Seventy
32 Acres, LLC's applications for a general plan amendment from PR-OS to H (high density
33 residential); a rezoning from R-PD7 to R-4 (high density residential); and site development plan
34 review for a proposed 720-unit multi-family residential development.

35

FEBRUARY 15, 2017 CITY COUNCIL MEETING

This set of applications was presented before the Las Vegas City Council on February 15, 2017 for approval. That day, however, Seventy Acres, LLC made changes to their applications in response to City Council Members and City Staff recommendations. Specifically, Chris Kaempfer, representative of Seventy Acres, LLC, described why the applicant was amending its applications:

... [W]e've also listened to Mr. Jerbic, Mr. Perrigo, and Mr. Lowenstein, who emphasized to us and to the neighbors and to anyone who took time or interest to listen that the importance of compatible and comparable zoning. We have also listened to our immediate neighbors, who have expressed concerns about traffic, height, density, schools, and for rent as opposed to for sale condominiums. And as a consequence, Your Honor and members of the Council, and especially Councilman Beers and Mr. Jerbic, as a result of that, all of that listening, we are advising you today that, as required by Councilman Beers, we are hereby reducing the number of units in this project from the 720, for which we applied and for which Planning Commission granted approval, to 435. That is a reduction of nearly 300 units from the project we originally proposed.

In addition and to address both the concerns raised by Councilman Beers and by our neighbors, especially and more importantly the neighbors in the Towers, who are the only ones immediately adjacent to this project, we have changed this project to a for sale condominium development and not a for rent development. So it went from 720 units to 435 and from for rent to for sale. And those are requirements that were imposed on us, I'd like to say that we accepted those graciously, but they were requirements that were imposed on us by Councilman Beers. Now, to address the comments made by Mr. Jerbic, Mr. Perrigo, and Mr. Lowenstein throughout this entire Queensridge zoning process, the reduction to 435 units means that the density of our project will be 24.9 units per acre, and that density will match precisely and exactly the density of the Queensridge Towers, which is our immediate neighbor to the west, as you can see and Stephanie can explain. Why don't you explain what those numbers are?

STEPHANIE ALLEN:

Sure. If we can have the overhead, please, that would be great. There we go. This exhibit shows the density of One Queensridge Place, Phase I and Phase II. The original Phase I density was 24.4 units per acre. Phase II was 25.5 units per acre, which equates to an overall density of 24.9 units to acre, which is exactly what we're requesting today with the reduction.

CHRIS KAEMPFER:

1 The size of the acreage involved here is 17.49 acres. When
2 you take that times 24.9, it reaches the 435. Why is that important?
3 Because it achieves the exact compatibility and comparability
4 which your legal counsel and your Planning Department have
5 emphasized time and time again, to anyone who will listen, as
6 being the standard by which appropriate zoning is to be measured.
7 It's also important to note that this 24.9 units per acre is the same
8 density as the Towers, despite the fact that our project is closer to
9 Rampart and closer to Alta. It is a standard zoning practice that we
10 have seen, all of us have seen implemented time and time again,
11 that the closer you get to a major street, the density increases from
12 what is away from it. In this particular case, that is not the case.
13 The density is the same. Now, to address the concern of height
14 raised by our Tower neighbors, we are agreeing to keep the height
15 of the structure at no higher than the height of the podium of the
16 Towers. And again, Ms. Allen can point out we have two very
17 brief slides to show you.

18
19 **STEPHANIE ALLEN:**

20 So One Queensridge Place, the elevation of the podium is
21 2,748. You can see here the highest point here on this project,
22 because of the significant elevation change, the highest point is
23 2748. So it will remain blow the podium to protect the views of the
24 residents of One Queensridge Place.

25 (ROR 17236-38.)

26 Due to the history and complexity associated with these applications, the City Attorney
27 sought to assuage any ambiguity by inquiring further of Mr. Kaempfer the following:

28 Mr. Kaempfer, before you walk away [* * *] I don't know
if I've taken this out of sequent or not, and if you'd rather address it
later, just let me know, but in doing so and reducing your unit
count from 720 to 435, are you amending your applications under
from high density as a GPA to medium, and are you amending
your application under 101 from R-PD4 to R-PD3? Or would you
rather address that later?

29 * * *

30 **CHRIS KAEMPFER**

31 Absolutely. R-3, by going to R-3, it guarantees that there
32 can be no higher density, obviously, than the 25 units, 24.9,
33 whatever it is. With regard to the high, the only concern we have
34 about the reduction of the high is if we do reach some kind of
35 global settlement, we don't want the argument to be made that,
36 well, you have medium on Rampart, so off of Rampart, even
37 though we'd like to help you out, we can't let you have higher
38 density on the center of that 70 acres. So if that's not really a
39 concern, then we would agree to go the M and the R-3.

40 * * *

1 **BRAD JERBIC**

2 Very good.

3 * * *

4 I hope that's clear for everybody in the audience who's
5 listening so that you don't — if you wonder why at the very end
6 there's a vote on an SDR and there isn't a new SDR, it's because
7 the building on the exterior is the same, it's merely the unit count
8 on the inside that isn't. It's 435, not 720. And if that's clear enough
9 for everybody, Your Honor, I'll turn it back over to you to finish
10 the public hearing.

11 (ROR 17243-46.)

12 Immediately thereafter, the Executive Planning Director provided its final staff report on
13 the subject applications, in which he recommended approval:

14 Okay. So since these items were before you last, I had the
15 opportunity to put them back before the Case Planning Team. The
16 Case Planning Team evaluates every single item on every agenda
17 that comes before you. And so this report is based on them
18 evaluating this as an independent, standalone project.

19 The proposed development is located at the intersection of
20 two primary arterial roadways and is adjacent to multi-family
21 residential to the west, a hotel casino to the north, general
22 commercial development to the northeast, and limited commercial
23 to the east.

24 The project is designed to provide increased density while
25 minimizing impacts to neighboring properties through the use of a
26 podium-wrapped construction method, thereby increasing the
27 amount of open space and amenities offered on the property. This
28 is in contrast to the traditional multi-family development
construction method that precipitates large areas of surface
parking.

The building elevations are compatible with the Parisian
architectural style employed by the One Queensridge Place
buildings to the west of the site. Furthermore, the buildings would
be situated at a lower grade than the surrounding area, thereby
preserving the existing views from the adjacent residential areas.

The development as proposed would be consistent with
goals, objectives, and policies of the Las Vegas 2020 Master Plan
that call for walkable communities, access to transit options, access
to recreational opportunities and urban hubs at the intersections of
primary roads. Staff finds the proposed development to be
compatible with the surrounding development and is in substantial
conformance with Title 19 and is recommending approval of all
applications.

1 (ROR 17260 – 61.)

2 Prior to lodging their vote, the City Council weighed and examined substantial evidence
3 and testimony concerning: traffic studies that were already approved for the 720 residential units;
4 and the school district that was ultimately not concerned with the proposed development of 435
5 units. (ROR 17238–40.) Following hours of testimony and questions, the Council voted 4-3 to
6 approve the Seventy Acres, LLC's application.

7 Importantly, many of the exact same arguments lodged by Petitioners in this Petition for
8 Judicial Review were lodged directly before the City Council prior to its vote. (ROR 12763–68.)
9 Those asserted arguments, notwithstanding their accuracy, consist of the following:

- 10 • That Queensridge is a “Planned Development District” subject to
11 LVMC 19.10.040 and thus, requires a major modification when
12 significant zoning and land use changes are made;
- 13 • That Staff's written Reports, dating as far back as January 2016 when
14 Seventy Acres, LLC first submitted its applications, conditioned
15 approval of those applications on a major modification; and
- 16 • That “master planned communities,” like Peccole Ranch, as outlined
17 in the city's Land Use & Rural Neighborhoods Preservation Element
18 are “Planned Developments.”

19 (ROR 12763 – 68.) Those legal arguments, much like Petitioners' Opening Brief, do not
20 directly contest that the City lacked substantial evidence when approving the applications;
21 instead, they are aimed at convincing this Court that the City Council abused its discretion by
22 ultimately not classifying Queensridge as a “Planned Development District.” Even though a
23 city's interpretation of its own land use laws is cloaked with a presumption of validity, the City
24 Attorney responded to those legal arguments as follows:

25 Is your question, Your Honor, why is there not a major
26 mod accompanying this particular application at this point in time?
27 I'll turn that to Mr. Perrigo if he wants to answer. But I can also
28 just briefly read for the record I'm resisting, because I respect your
arguments, Mr. Schreck. I respect you as an attorney. I respect the
fact that you have a lawsuit pending right now. But I also know
that these aren't judges, and they're not going to decide it.

1 And so my silence isn't assent to anything, but at the same
2 time, there is an answer for just about everything that's been said. I
3 will give you a flavor of one of the things that we will argue is that
4 the City of Las Vegas Land Use and Rural Neighborhood
5 Preservation Element of the Las Vegas 2020 Master Plan, adopted
6 by the City Council on September 2nd, 2009, in Ordinance 6056,
7 as revised on May 8th, 2012, Ordinance 6152, it says, quote,
8 special plans, special area plans in which major modification is
9 required to change a land use designation include the following:
10 1014 Grand Canyon Village, Lone Mountain West, Grand Teton
11 Village, Las Vegas Medical District, 1015 Cliff's Edge Providence,
12 Kyle Canyon Gateway, Lone Mountain, Summerlin, and Town
13 Center. It does not include Peccole Ranch.

14 There are arguments for just about every point, that I
15 respect both sides in this, but these will be decided by a judge...

16 (ROR 17266.)

17 IV.

18 LEGAL ARGUMENT

19 A. PRELIMINARY STATEMENT

20 The resolution of the petition resolves around a simple legal issue—was City Council's
21 decision to approve applicant Seventy Acres, LLC's three applications for a general plan
22 amendment, rezoning, and site development plan review relating to the 17.49 acres supported by
23 substantial evidence? The resolution is equally simple. The Council carefully considered the
24 nature of the proposed development, its potential impact on the nearby neighborhood, the nature
25 of the existing adjacent development and the positive recommendations, on multiple occasions,
26 of the city staff and Planning Commission. The Council exercised its discretion and approved the
27 applications in accordance with its 2020 Master Plan, Title 19 of the Uniform Development
28 Code, and other applicable laws.

29 In addition, Petitioners argue that both the City and applicant were duty bound to finalize
30 a "major modification" pursuant to LVMC 19.10.040 ("Planned Development District") of the
31 applications relating only to the 17.49 acres. The argument, however, is not supported by the law
32 as the subject development is not located in a "Planned Development District," but rather a
33 "*Residential* Planned Development District" and is therefore not subject to LVMC 19.10.040.
34 Importantly, the Court must defer to the City's interpretation of its own land use laws. *See*

1 *Boulder City v. Cinnamon Hills Associates*, 110 Nev. 238, 247, 871 P.2d 320, 326 (1994) (“[a
2 city’s] interpretation of its own land use laws is cloaked with a presumption of validity and will
3 not be disturbed absent a manifest abuse of discretion.”)

4 Petitioners have not raised any viable arguments in this petition; thus, the Court should
5 affirm the decision of the City Council.

6 **B. STANDARD OF REVIEW**

7 The decision of the City Council to approve Seventy Acres, LLC’s applications for a
8 general plan amendment, rezoning, and site development plan review were discretionary acts.
9 *See Enterprise Citizens Action Committee v. Clark County Board of Commissioners*, 112 Nev.
10 649, 653, 918 P.2d 305, 308 (1996); *Stratosphere Gaming Corp. v. City of Las Vegas*, 120 Nev.
11 523, 528, 96 P.3d 756, 760 (2004). This Court must review the approval of those applications
12 under the well-established deferential standards declared by the Nevada Supreme Court.

13 The Nevada Supreme Court has repeatedly described the **standard for the review of the**
14 **decisions of an administrative agency**. In *City of Las Vegas v. Laughlin*, 111 Nev. 557, 558,
15 893 P.2d 383, 384 (1995), the Court stated:

16 Like the district court, this court is limited to the record
17 before the City in reviewing the City’s decision. The grant or
18 denial of a special use permit is a discretionary act. If this
19 discretionary act is supported by **substantial evidence, there is no**
abuse of discretion. Substantial evidence is that which “a
reasonable mind might accept as adequate to support a
conclusion.” [Emphasis added.]

20 Similarly, in *Brocas v. Mirage Hotel & Casino*, 109 Nev. 579, 582-83, 854 P.2d 862, 864
21 (1993), the Court stated:

22 This court’s role in reviewing an administrative decision is
23 identical to that of the district court: **to review the evidence**
presented to the agency in order to determine whether the
agency’s decision was arbitrary or capricious and was thus an
abuse of the agency’s discretion. *United Exposition Service Co.*
24 *v. SIIS*, 109 Nev. 421, 851 P.2d 423 (1993); *Titanium Metals Corp.*
25 *v. Clark County*, 99 Nev. 397, 399, 663 P.2d 355, 357 (1983).
26 This standard of review is codified in NRS 233B.135. **It is well**
recognized that this court, in reviewing an administrative
agency decision, will not substitute its judgment of the evidence
27 **for that of the administrative agency.** *State, Dep’t of Mtr.*
Vehicles v. Becksted, 107 Nev. 456, 458, 813 P.2d 995, 996
28 (1991). This court is limited to the record below and to a

determination of whether the administrative body acted arbitrarily or capriciously. *State, Emp. Sec. Dep't v. Weber*, 100 Nev. 121, 124, 676 P.2d 1318, 1320 (1984). **The central inquiry is whether substantial evidence in the record supports the agency decision.** *SIIS v. Christensen*, 106 Nev. 85, 87-88, 787 P.2d 408, 409 (1990). Substantial evidence is that which a reasonable mind might accept as adequate to support a conclusion. [Emphasis added.]

In *United Exposition Service Co. v. State Industrial Insurance System*, 109 Nev. 421, 423-24, 851 P.2d 423, 424-25 (1993), the Court stated:

This court's role in reviewing an administrative decision is identical to that of the district court: **to review the evidence presented to the agency in order to determine whether the agency's decision was arbitrary or capricious and was thus an abuse of the agency's discretion.** *Titanium Metals Corp. v. Clark County*, 99 Nev. 397, 399, 663 P.2d 355, 357 (1983). This standard of review is codified in NRS 233B.135.

It is well recognized that this court, in reviewing an administrative agency decision, will not substitute its judgment of the evidence for that of the administrative agency. *State, Dep't of Mtr. Vehicles v. Becksted*, 107 Nev. 456, 458, 813 P.2d 995, 996 (1991). **This court is limited to the record below and to the determination of whether the administrative body acted arbitrarily or capriciously.** *State, Emp. Sec. Dep't v. Weber*, 100 Nev. 121, 124, 676 P.2d 1318, 1320 (1984). **The central inquiry is whether substantial evidence supports the agency's decision.** *Desert Inn Casino & Hotel v. Moran*, 106 Nev. 334, 336, 792 P.2d 400, 401 (1990). Substantial evidence is that which a reasonable mind might accept as adequate to support a conclusion. [Emphasis added.]

This Court's review must be made strictly on the record before the administrative agency. *McKenzie v. Shelly*, 77 Nev. 237, 362 P.2d 268 (1961). The Court may not conduct a de novo review of the administrative action. In *Clark County Board of Commissioners v. Taggart Construction Company*, 96 Nev. 732, 734, 615 P.2d 965, 967 (1980), the Court stated:

The district court conducted the equivalent of a trial de novo. It made an independent determination that the breadth of the variance included an asphalt mixing plant and a maintenance building. **The court erred in doing so. Its province was confined to a review of the record of evidence presented to the Clark County Board of Commissioners and the Planning Department, with its primary focus on the variance itself.** [Emphasis added.]

The actions of an administrative agency are presumed to be valid and are not subject to judicial review unless they are an abuse of discretion. *McKenzie*, 77 Nev. at 237, 362 P.2d at

1 268. In *City Council of City of Reno v. Irvine*, 102 Nev. 277, 279-80, 721 P.2d 371, 372-73
2 (1986), the Court described the type of abuse of discretion necessary to overturn the
3 administrative acts of a municipality:

4 A city board acts arbitrarily and capriciously when it denies
5 a license without any reason for doing so. In previous cases, e.g.
6 *Henderson*, we have spoken in terms of there being a “lack of
7 substantial evidence before the council,” but the **essence of the**
8 **abuse of discretion, of the arbitrariness or capriciousness of**
9 **governmental action in denying a license application, is most**
10 **often found in an apparent absence of any grounds or reason**
11 **for the decision. “We did it just because we did it.”** [Citation
12 omitted, emphasis added.]

13 See also *Tighe v. Von Goerken*, 108 Nev. 440, 442-43, 833 P.2d 1135, 1136 (1992).

14 The Court may not substitute its judgment for that of the administrative agency and the
15 presence of conflicting evidence does not give the court the power to reweigh the evidence
16 supporting and opposing the administrative decision. *Clark County Liquor and Gaming*
17 *Licensing Board v. Simon & Tucker, Inc.*, 106 Nev. 96, 98, 787 P.2d 782, 783 (1990). In *Irvine*,
18 102 Nev. at 278-79, 721 P.2d at 372, the Court stated:

19 **The courts, as a general rule, have no business telling a city**
20 **board who should or who should not be granted this kind of**
21 **license or which cabaret licenses would be and which cabaret**
22 **licenses would not be contrary to the public welfare. Only**
23 **rarely may a court interfere with such a decision of a**
24 **municipality’s governing board, and then only when it can be**
25 **demonstrated by the one seeking the privilege that the**
26 **governing board is acting outside of its legal powers.**
27 [Emphasis added.]

28 Instead, the Court’s only role is to determine if the decision of the administrative agency was
supported by substantial evidence. In *Enterprise Citizens Action Committee v. Clark County*
Board of Commissioners, 112 Nev. 649, 653, 918 P.2d 305, 308 (1996), the Nevada Supreme
Court summarized the role of the Court in reviewing an administrative decision:

The grant or denial of a variance, like a grant or denial of a
request for a special use permit, is a discretionary act. See *City of*
Las Vegas v. Laughlin, 111 Nev. 557, 558, 893 P.2d 383, 384
(1995). **“If this discretionary act is supported by substantial**
evidence, there is no abuse of discretion.” *Id.* **Substantial**
evidence is evidence which “a reasonable mind might accept as
adequate to support a conclusion.” *State, Emp. Security v.*
Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986).

1 **The function of the district court is to ascertain as a**
2 **matter of law whether there was substantial evidence before**
3 **the board which would sustain the board's actions**
4 [Emphasis added.]

5 In this case, the City Council carefully considered the nature of the proposed
6 development, its potential impact on the nearby neighborhood (including the adjacent One
7 Queensridge Place—i.e., Queensridge Towers), as well as the positive recommendations of staff,
8 the Planning Commissioner, and its City Attorney. Based on this substantial evidence, the
9 Council exercised its discretion and approved the applications. Notwithstanding any contrary
10 evidence, the Court may not reweigh the evidence presented to the City Council. Instead, it must
11 defer to the expertise of the Council and affirm its decision.

12 **C. THE CITY COUNCIL HAD SUBSTANTIAL EVIDENCE TO APPROVE**
13 **EACH OF SEVENTY ACRES, LLC'S THREE APPLICATIONS.**

14 The City Council relied on substantial evidence to approve Seventy Acres, LLC's
15 applications. The Council had the specific findings and recommendations of its staff and
16 Planning Commission. In addition, the Council conducted an extensive public hearing and
17 carefully considered the asserted legal arguments and interpretations of its municipal code as
18 well as the evidence presented in support of and in opposition to the applications. Ultimately, the
19 approval of the applications was supported by substantial evidence.

20 The detailed staff reports with their recommendations for approval provided both orally
21 and in writing are substantial evidence to support the approval of the applications. *City Council*
22 *of City of Reno v. Travelers Hotel, Ltd.*, 100 Nev. 436, 438-39, 683 P.2d 960, 961 (1984). The
23 findings and recommendations of the Planning Commission also constitute substantial evidence
24 to support the Council's approval. *City of Henderson v. Henderson Auto Wrecking, Inc.*, 77 Nev.
25 118, 122, 359 P.2d 743, 744 (1961). At the February 15, 2017-hearing before the City Council,
26 the proponents of the applications submitted specific factual evidence in support of the
27 applications and provided substantial evidence to support the Council's approval. *Nevada*
28 *Contractors*, 106 Nev. at 313, 792 P.2d at 33.

....

....

1. **The Council did not abuse its discretion when it approved Seventy Acres, LLC's application for a General Plan Amendment.**

LVMC 19.16.030(I) identifies the criteria for evaluating an application for a general plan amendment:

In order to approve a proposed General Plan Amendment, the Planning Commission and City Council must determine that:

- (1) The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations;
- (2) The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts;
- (3) There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan designation; and
- (4) The proposed amendment conforms to other applicable adopted plans and policies.

The staff reports, in addition to the recommendations offered by the City Attorney and evidence presented during the February 15, 2017 hearing, conclude that each element of LVMC 19.16.030(I) was satisfied by Seventy Acres, LLC's application for general plan amendment: GPA-62387. Staff concluded, along with other testimony presented, that the proposed development for "Area 1," namely its density and intensity, was compatible with surrounding properties, including the existing adjacent One Queensridge Place condominium development to the north. (ROR 23394-97; 23517-20; 17236-46; 17260-61.) Specifically, the staff's research confirmed that "[t]he project is designed to provide increased density while minimizing impacts to neighboring properties through the use of podium-wrapped construction method, thereby increasing the amount of open space and amenities offered on the property. (ROR 17260.) The Staff also concluded that zoning designations allowed by the proposed amendment for medium density are compatible with existing zoning, which already allows for multi-family residences. (ROR 23394-97; 23517-20; 17236-46; 17260-61.) Staff also outlined for the City Council that there exists adequate transportation and utilities for the development, namely, that the proposed development is located at the intersection of two primary arterial roadways and is adjacent to multi-family residential to the west, a hotel casino to the north, general commercial development

1 to the northeast, and limited commercial to the east. (ROR 17260-61.) And lastly, Mr. Perrigo
2 stated on the record that the “development as proposed would be consistent with goals,
3 objectives, and policies of the Las Vegas 2020 Master Plan that call for walkable communities,
4 access to transit options, access to recreational opportunities and urban hubs.” (*Id.*)

5 The detailed staff report, with its recommendation for approval was substantial evidence
6 to support the approval of the applications. *City Council of City of Reno v. Travelers Hotel, Ltd.*,
7 100 Nev. 436, 438-39, 683 P.2d 960, 961 (1984). The findings and recommendations of the
8 Planning Commission also constituted substantial evidence to support the Council’s approval.
9 See *City of Henderson v. Henderson Auto Wrecking, Inc.*, 77 Nev. 118, 122, 359 P.2d 743, 744
10 (1961).

11 Although City Staff’s written report submitted in connection with the February 15, 2017-
12 City Council meeting appears to suggest that approval is contingent upon a major modification,
13 ROR 11242-43, the City Attorney clarified that ambiguity and recommended that no major
14 modification was needed. (ROR 17266.) Entertaining such interpretations of the code from
15 various staff members, the City Council exercised its discretion and provided more weight to its
16 City Attorney’s recommendation. Reliance on such interpretation and recommendation does not
17 amount to a manifest abuse of discretion when the Council approved the general plan
18 amendment absent a major modification.

19 In short, the recommendations of City Staff, proceedings before the Planning
20 Commission and the extensive public hearing provided substantial evidence to support the
21 approval of the general plan amendment.

22 **2. The Council relied on substantial evidence when it approved Seventy**
23 **Acres, LLC’s application for a Rezoning of the subject 17.49 acres.**

24 LVMC 19.16.090(L) identifies the criteria for evaluating an application for a rezoning:

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

- 27 (1) The proposal conforms to the General Plan;

28

(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; and

(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.

The staff report concluded that each element of LVMC 19.16.090(L) was satisfied in this matter. (ROR 11243-44.) Staff concluded that the proposed development of 435 units on the 17.49 acres was compatible with the adjacent One Queensridge Place Towers and surrounding development in the area. (ROR 11243.) The report also include that the proposed development was allowed and substantially conformed to Tile 19 requirements, and that the physical features of the development were likewise compatible when compared to surrounding development. (ROR 11244.) The staff additionally reported that the golf course is not feasible in the future, and that elevated residential density is an appropriate reuse of the site given its location at a major intersection, current market conditions and proximity to nearby services. (*Id.*) Lastly, the staff also reported that traffic conditions would not be materially impacted, as both Alta Drive and Rampart Boulevard are of adequate size to maintain the additional residents. (*Id.*)

The City Council also received extensive evidence at the public hearing. The Council received evidence that the property surrounding the subject parcel had existing commercial and multi-residential uses compatible with the proposed project. (ROR 17260-61, 23394-97.) The Council also received evidence regarding the roadways, and its impact on nearby communities, and whether the rezoning to R-3 (medium density up to 24.9 unit per acre) was equally compatible to nearby units. (ROR 17236-38.) The Council received substantial evidence to support the approval of the rezoning application from R-PD7 to R-3.

3. The Council received substantial evidence when it approved Seventy Acres, LLC's application for a Site Development Review concerning the 17.49 acres.

LVMC 19.16.100(E) identifies the criteria for evaluating an application for a site development review plan:

The review of Site Development Plans is intended to ensure that:

- (1) The proposed development is compatible with adjacent development and development in the area;
- (2) The proposed development is consistent with the General Plan, this Title and other duly-adopted City plans, policies and standards;
- (3) Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;
- (4) Building and landscape materials are appropriate for the area and for the City;
- (5) Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area; and
- (6) Appropriate measures are taken to secure and protect the public health, safety and general welfare.

The staff report similarly concluded that each element of LVMC 19.16.100(E) was satisfied in this matter. Similarly, staff reported and found that the proposed development would be located adjacent to an established multi-family condominium development with comparable density. (ROR 11244.) The proposed design of the subject towers is consistent with the city's master plan and Title 19 requirements, and would have no (significant) negative traffic implications throughout the neighborhood and surrounding community, in that both Alta Drive and Rampart Boulevard are major roadways that could sustain the additional travelers. (ROR 11244.) Specifically, the report concluded that "Alta Drive is currently at about 39 percent of capacity and Rampart Boulevard is at about 88 percent of capacity. After this project, Alta Drive is expected to be at about 53 percent of capacity and Rampart Boulevard to be at about 97 percent of capacity." (*Id.*) The City Council also received extensive evidence at the public hearing. (ROR 17242-44.)

In short, the staff report, proceedings before the Planning Commission and the extensive public hearing provided substantial evidence to support the approval of the site development review plan.

1 **4. The Council was not required to approve a Major Modification of the**
2 **Peccole Ranch Master Plan to approve the subject applications.**

3 Petitioners base the bulk of their challenge to the argument that a Major Modification to
4 the Peccole Ranch Master Plan was required to approve the subject applications. This argument
5 ignores the express language of the Unified Development Code (“UDC”) and the City’s
6 reasonable interpretation of its own code. Pursuant to UDC 19.10.040, a Major Modification is
7 only required for property located within a Planned Development District—property subject to a
8 Master Development Plan and Development Standards adopted pursuant to UDC 19.10.040(F).
9 Peccole Ranch is not a Planned Development District as defined in UDC 19.10.040 and a Major
10 Modification was not required to approve the subject applications.

11 UDC 19.10.040 creates a zoning classification denominated the Planned Development
12 District. The intent of the Planned Development District is:

13 The intent of the Planned Development (PD) District is to
14 permit and encourage comprehensively planned developments
15 whose purpose is redevelopment, economic development, cultural
 enrichment or to provide a single-purpose or multi-use planned
 development.

16 According to UDC 19.10.040(F), “the City Council shall adopt a Master Development Plan and
17 Development Standards, which will thereafter govern the development of property within the
18 District.” Any deviation from the Master Development Plan and Development Standards may
19 only be made after the approval of a major or minor modification. UDC 19.10.040(G).

20 As the City Attorney pointed out at the February 15, 2017-City Council meeting, the
21 subject property is not in a Planned Development District subject to the Major Modification
22 requirement. (ROR 17266.) The Land Use Neighborhood Preservation Element of the City of
23 Las Vegas 2020 Master Plan provides:

24 Special area plans in which a Major Modification is required to
25 change a land use designation include the following:

26 Grand Canyon Village	Lone Mountain West
Grand Teton Village	Las Vegas Medical District
27 Cliff’s Edge/Providence	Kyle Canyon Gateway
Lone Mountain	Summerlin
28 Town Center	

1 The subject property is not located in any of the projects listed as special areas.

2 Since Peccole Ranch is not a Planned Development District subject to UDC 19.10.040, a
3 Major Modification was not required to approve the subject applications. Although Petitioners
4 argued a different interpretation before the City Council, the City Attorney advised the Council
5 that a Major Modification was not necessary. The City Council adopted the City Attorney's
6 interpretation of the City's land use laws and approved the applications without a Major
7 Modification. In *Boulder City v. Cinnamon Hills Associates*, 110 Nev. 238, 247, 871 P.2d 320,
8 326 (1994), the Nevada Supreme Court stated "[a city's] interpretation of its own land use laws
9 is cloaked with a presumption of validity and will not be disturbed absent a manifest abuse of
10 discretion."

11 The City Council's interpretation of its own code, buttressed by the opinion of the City
12 Attorney is not a "manifest abuse of discretion" and must be accepted by the Court. The City
13 Council was not required to approve a Major Modification of the Peccole Ranch Master Plan to
14 approve the subject applications.

15 V.

16 CONCLUSION

17 The Las Vegas City Council received substantial evidence supporting Seventy Acres,
18 LLC's applications. Though Petitioners presented conflicting evidence, the Council exercised its
19 discretion and approved the applications.

20 The situations presented in this case are analogous to that in *Clark County Liquor &*
21 *Gaming Licensing Board v. Simon & Tucker, Inc.*, 106 Nev. 96, 97-98, 787 P.2d 782, 783
22 (1990). The *Simon & Tucker* Court stated:

23 In reviewing the Board's decision for an abuse of
24 discretion, we must determine whether substantial evidence
25 supported its decision to deny the gaming licenses to Simon &
26 Tucker. *Public Serv. Comm'n v. Continental Tel. Co.*, 94 Nev. 345,
27 348, 580 P.2d 467, 468-469 (1978). Evidence in the record
28 indicates that the Board believed granting the licenses to be
contrary to the public interest given the proximity to a school, the
increase in pedestrian and vehicular traffic that gaming would
bring, the fact that all exits from the gaming premises led to a
school zone, and the fact that the intersection between the gaming
premises and the school was uncontrolled.

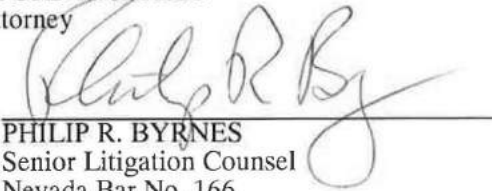
1 Simon & Tucker argues that the court was presented with
2 evidence to the contrary, which showed that granting the gaming
3 licenses would in fact be beneficial to the public interest. However,
4 just because there was conflicting evidence does not compel
5 interference with the Board's decision so long as the decision was
6 supported by substantial evidence. *O'Donnell v. Buhl*, 75 Idaho 34,
266 P.2d 668, 669 (1954). It is not the place of the court to
substitute its judgment for that of the Board as to the weight of the
evidence. *Gandy v. State ex rel. Div. Investigation*, 96 Nev. 281,
282, 607 P.2d 581, 582-583 (1980).

7 As in *Simon & Tucker*, the City Council received conflicting evidence supporting and
8 opposing the applications. Their approval, however, was supported by substantial evidence. The
9 Court may not reweigh the evidence or substitute its judgment for that of the Council's. Instead,
10 it must affirm the decision of the City Council.

11 DATED this 23RD day of October, 2017.

12 BRADFORD R. JERBIC
13 City Attorney

14 By:


15 PHILIP R. BYRNES
16 Senior Litigation Counsel
17 Nevada Bar No. 166
18 ELIAS P. GEORGE
19 Deputy City Attorney
20 Nevada Bar No. 12379
21 495 South Main Street, Sixth Floor
22 Las Vegas, NV 89101
23 Attorneys for CITY OF LAS VEGAS
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on October 23, 2017, I served a true and correct copy of the foregoing RESPONDENT CITY OF LAS VEGAS' ANSWERING BRIEF through the electronic filing system of the Eighth Judicial District Court of the State of Nevada, pursuant to Nevada Electronic Filing and Conversion Rules, (or, if necessary, by United States Mail at Las Vegas, Nevada, postage fully prepaid) upon the following:

Todd L. Bice, Esq.
PISANELLI BICE, PLLC
400 South Seventh Street, #300
Las Vegas, NV 89101
Attorneys for Petitioners

Christopher L. Kaempfer, Esq.
KAEMPFER CROWELL
1980 Festival Plaza Drive, #650
Las Vegas, NV 89135
Attorneys for Defendant SEVENTY ACRES, LLC


AN EMPLOYEE OF THE CITY OF LAS VEGAS

Exhibit 43

1 **BILL NO. Z-2001-1**

2 **ORDINANCE NO. 5353**

3 AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP ATLAS OF THE CITY OF LAS
4 VEGAS BY CHANGING THE ZONING DESIGNATIONS OF CERTAIN PARCELS OF LAND,
AND TO PROVIDE FOR OTHER RELATED MATTERS.

5 Proposed by: Robert S. Genzer,
6 Director of Planning and Development

Summary: Amends the Official Zoning Map
Atlas of the City of Las Vegas by changing the
zoning designations of certain parcels of land.

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

9 SECTION 1: The Official Zoning Map Atlas of the City of Las Vegas, as adopted in
10 Title 19A, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983
11 Edition, is hereby amended by changing the zoning designations for the parcels of land listed in the
12 attached document. The parcels of land have been approved for rezoning by vote of the City Council
13 or by means of a resolution of intent to rezone pursuant to applicable zoning regulations. In each case
14 the conditions of rezoning have been fulfilled, and changing the corresponding zoning designations
15 on the Official Zoning Map Atlas is now indicated. On the attached document, the parcels are listed
16 by Assessor's Parcel Number. The attached document shows, for each parcel, the zoning designation
17 currently shown on the Official Zoning Map Atlas (indicated as "Current Zoning") and the new zoning
18 designation to be shown for the parcel (indicated as "New Zoning").

19 SECTION 2: Of the parcels referred to in Section 1 of this Ordinance whose rezoning
20 was approved by means of a resolution of intent to rezone, some or all of those resolutions were not
21 reduced to writing—as has been the practice previously. All actions and proceedings by the City
22 concerning the rezoning of those parcels are hereby ratified, approved and confirmed as if the
23 resolutions of intent had been reduced to writing, and the City Council deems that no additional action
24 in that regard is necessary.

25 SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or
26 phrase in this ordinance or any part thereof, is for any reason held to be unconstitutional, or invalid
27 or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
28 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the

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1 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
2 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
3 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
4 invalid or ineffective.

5 SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases,
6 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
7 1983 Edition, in conflict herewith are hereby repealed.

8 PASSED, ADOPTED and APPROVED this 15th day of August, 2001.

9 APPROVED:

10 By 
11 OSCAR B. GOODMAN, Mayor

12 ATTEST:

13 
14 BARBARA JO RONEMUS, City Clerk

15 APPROVED AS TO FORM:

16 Valsted 7-6-01
17 Date


1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 18th day of July, 2001, and referred to the following committee composed of Councilmembers
3 Weekly and L. B. McDonald for recommendation; thereafter the said committee reported
4 favorably on said ordinance on the 15th day of August, 2001, which was a regular meeting of said
5 Council; that at said regular meeting, the proposed ordinance was read by title to the City
6 Council as first introduced and adopted by the following vote:

7 VOTING "AYE": Mayor Goodman and Councilmembers Reese, M. McDonald, Brown, L.B.
8 McDonald, Weekly and Mack

9 VOTING "NAY": None

10 ABSENT: None

11 APPROVED:

12 

13 OSCAR B. GOODMAN, Mayor

14 ATTEST:

15 
16 BARBARA JO RONEMUS, City Clerk

PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12505410001	U(PCD)	R-PD3	12516412014	R-E	R-PD6	12525710061	R-E	R-CL	13826215083	R-E	R-CL
12505410002	U(PCD)	R-PD3	12516412015	R-E	R-PD6	12525710062	R-E	R-CL	13826215084	R-E	R-CL
12505410003	U(PCD)	R-PD3	12516412016	R-E	R-PD6	12525710063	R-E	R-CL	13826215085	R-E	R-CL
12505410004	U(PCD)	R-PD3	12516413003	R-E	R-PD6	12525710064	R-E	R-CL	13826215086	R-E	R-CL
12505410005	U(PCD)	R-PD3	12516413004	R-E	R-PD6	12525710065	R-E	R-CL	13826215087	R-E	R-CL
12505410006	U(PCD)	R-PD3	12516413005	R-E	R-PD6	12525710066	R-E	R-CL	13826215088	R-E	R-CL
12505410007	U(PCD)	R-PD3	12516413006	R-E	R-PD6	12525710067	R-E	R-CL	13826215089	R-E	R-CL
12505410008	U(PCD)	R-PD3	12516413007	R-E	R-PD6	12525710068	R-E	R-CL	13826215090	R-E	R-CL
12505410009	U(PCD)	R-PD3	12516413008	R-E	R-PD6	12525710069	R-E	R-CL	13826215091	R-E	R-CL
12505410010	U(PCD)	R-PD3	12516413009	R-E	R-PD6	12525710070	R-E	R-CL	13826215092	R-E	R-CL
12505410011	U(PCD)	R-PD3	12516413010	R-E	R-PD6	12525710071	R-E	R-CL	13826215093	R-E	R-CL
12505410012	U(PCD)	R-PD3	12516413011	R-E	R-PD6	12525710072	R-E	R-CL	13826215094	R-E	R-CL
12505410013	U(PCD)	R-PD3	12516413012	R-E	R-PD6	12525710073	R-E	R-CL	13826215095	R-E	R-CL
12505410014	U(PCD)	R-PD3	12516413013	R-E	R-PD6	12525710074	R-E	R-CL	13826215096	R-E	R-CL
12505410015	U(PCD)	R-PD3	12516413014	R-E	R-PD6	12525710075	R-E	R-CL	13826215097	R-E	R-CL
12505410016	U(PCD)	R-PD3	12516413015	R-E	R-PD6	12525710076	R-E	R-CL	13826215098	R-E	R-CL
12505410017	U(PCD)	R-PD3	12516413016	R-E	R-PD6	12525710077	R-E	R-CL	13826215099	R-E	R-CL
12505410018	U(PCD)	R-PD3	12516413017	R-E	R-PD6	12525710078	R-E	R-CL	13826215100	R-E	R-CL
12505410019	U(PCD)	R-PD3	12516413018	R-E	R-PD6	12525710079	R-E	R-CL	13826215101	R-E	R-CL
12505411001	U(PCD)	R-PD3	12516413019	R-E	R-PD6	12525710080	R-E	R-CL	13826215102	R-E	R-CL
12505411002	U(PCD)	R-PD3	12516413025	R-E	R-PD6	12525710081	R-E	R-CL	13826215103	R-E	R-CL
12505411003	U(PCD)	R-PD3	12516413026	R-E	R-PD6	12525710082	R-E	R-CL	13826215104	R-E	R-CL
12505411004	U(PCD)	R-PD3	12516413027	R-E	R-PD6	12525710083	R-E	R-CL	13826215105	R-E	R-CL
12505411005	U(PCD)	R-PD3	12516413028	R-E	R-PD6	12525710084	R-E	R-CL	13826215106	R-E	R-CL
12505411006	U(PCD)	R-PD3	12516413029	R-E	R-PD6	12525710085	R-E	R-CL	13826296001	U(ML)	R-CL
12505411007	U(PCD)	R-PD3	12516413030	R-E	R-PD6	12525710086	R-E	R-CL	13826296002	U(ML)	R-CL
12505411008	U(PCD)	R-PD3	12516414002	R-E	R-PD6	12525710087	R-E	R-CL	13828116001	U(L)	R-CL
12505411009	U(PCD)	R-PD3	12516414012	R-E	R-PD6	12525710088	R-E	R-CL	13828116002	U(L)	R-CL
12505411010	U(PCD)	R-PD3	12516414013	R-E	R-PD6	12525710089	R-E	R-CL	13828116003	U(L)	R-CL
12505411011	U(PCD)	R-PD3	12516414014	R-E	R-PD6	12525710090	R-E	R-CL	13828116004	U(L)	R-CL
12505411012	U(PCD)	R-PD3	12516414015	R-E	R-PD6	12525710091	R-E	R-CL	13828116005	U(L)	R-CL
12505411013	U(PCD)	R-PD3	12516414016	R-E	R-PD6	12525710092	R-E	R-CL	13828116006	U(L)	R-CL
12505411014	U(PCD)	R-PD3	12516414017	R-E	R-PD6	12525710093	R-E	R-CL	13828116007	U(L)	R-CL
12505411015	U(PCD)	R-PD3	12516414018	R-E	R-PD6	12525710094	R-E	R-CL	13828116008	U(L)	R-CL
12505411016	U(PCD)	R-PD3	12516414019	R-E	R-PD6	12525710095	R-E	R-CL	13828116009	U(L)	R-CL
12505411017	U(PCD)	R-PD3	12516414020	R-E	R-PD6	12525710096	R-E	R-CL	13828116010	U(L)	R-CL
12505411018	U(PCD)	R-PD3	12516414021	R-E	R-PD6	12525710097	R-E	R-CL	13828116011	U(L)	R-CL
12505411019	U(PCD)	R-PD3	12516414022	R-E	R-PD6	12525710098	R-E	R-CL	13828116012	U(L)	R-CL
12505411020	U(PCD)	R-PD3	12516414023	R-E	R-PD6	12525710099	R-E	R-CL	13828116013	U(L)	R-CL
12505411021	U(PCD)	R-PD3	12516414024	R-E	R-PD6	12525710100	R-E	R-CL	13828116014	U(L)	R-CL
12505411022	U(PCD)	R-PD3	12516414025	R-E	R-PD6	12525710101	R-E	R-CL	13828116015	U(L)	R-CL
12505411023	U(PCD)	R-PD3	12516414026	R-E	R-PD6	12525710102	R-E	R-CL	13828116016	U(L)	R-CL
12505411024	U(PCD)	R-PD3	12516414027	R-E	R-PD6	12525710103	R-E	R-CL	13828116017	U(L)	R-CL
12505411025	U(PCD)	R-PD3	12516414028	R-E	R-PD6	12525710104	R-E	R-CL	13828116018	U(L)	R-CL
12505411026	U(PCD)	R-PD3	12516414029	R-E	R-PD6	12525710105	R-E	R-CL	13828116019	U(L)	R-CL
12505411027	U(PCD)	R-PD3	12516414030	R-E	R-PD6	12525710106	R-E	R-CL	13828116020	U(L)	R-CL
12505411028	U(PCD)	R-PD3	12516414031	R-E	R-PD6	12525710107	R-E	R-CL	13828116021	U(L)	R-CL
12505411029	U(PCD)	R-PD3	12516414032	R-E	R-PD6	12525710108	R-E	R-CL	13828116022	U(L)	R-CL
12505411030	U(PCD)	R-PD3	12516414033	R-E	R-PD6	12525710109	R-E	R-CL	13828116023	U(L)	R-CL
12505411031	U(PCD)	R-PD3	12516414034	R-E	R-PD6	12525710110	R-E	R-CL	13828116024	U(L)	R-CL
12505411032	U(PCD)	R-PD3	12516414035	R-E	R-PD6	12525710111	R-E	R-CL	13828116025	U(L)	R-CL
12505411033	U(PCD)	R-PD3	12516414036	R-E	R-PD6	12525710112	R-E	R-CL	13828116026	U(L)	R-CL
12505411034	U(PCD)	R-PD3	12516414037	R-E	R-PD6	12525710113	R-E	R-CL	13828116027	U(L)	R-CL
12505411035	U(PCD)	R-PD3	12516414038	R-E	R-PD6	12525710114	R-E	R-CL	13828116028	U(L)	R-CL
12505411036	U(PCD)	R-PD3	12516416001	R-E	R-PD6	12525710115	R-E	R-CL	13828116029	U(L)	R-CL
12505411037	U(PCD)	R-PD3	12516416002	R-E	R-PD6	12525710116	R-E	R-CL	13828116030	U(L)	R-CL

PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12505411038	U(PCD)	R-PD3	12516416003	R-E	R-PD6	12525710117	R-E	R-CL	13828116031	U(L)	R-CL
12505411039	U(PCD)	R-PD3	12516416004	R-E	R-PD6	12525710118	R-E	R-CL	13828116032	U(L)	R-CL
12505411040	U(PCD)	R-PD3	12516416005	R-E	R-PD6	12525710119	R-E	R-CL	13828116033	U(L)	R-CL
12505411041	U(PCD)	R-PD3	12516416006	R-E	R-PD6	12525710120	R-E	R-CL	13828116034	U(L)	R-CL
12505411042	U(PCD)	R-PD3	12516416007	R-E	R-PD6	12525710121	R-E	R-CL	13828116035	U(L)	R-CL
12505411043	U(PCD)	R-PD3	12516416008	R-E	R-PD6	12525710122	R-E	R-CL	13828120001	U(L)	R-PD16
12505411044	U(PCD)	R-PD3	12516416009	R-E	R-PD6	12525710123	R-E	R-CL	13828120002	U(L)	R-PD16
12505411045	U(PCD)	R-PD3	12516416010	R-E	R-PD6	12525710124	R-E	R-CL	13828120003	U(L)	R-PD16
12505411046	U(PCD)	R-PD3	12516416011	R-E	R-PD6	12525710125	R-E	R-CL	13828120004	U(L)	R-PD16
12505411047	U(PCD)	R-PD3	12516416012	R-E	R-PD6	12525710126	R-E	R-CL	13828120005	U(L)	R-PD16
12505411048	U(PCD)	R-PD3	12516416013	R-E	R-PD6	12525710127	R-E	R-CL	13828120006	U(L)	R-PD16
12505411049	U(PCD)	R-PD3	12516416014	R-E	R-PD6	12525710128	R-E	R-CL	13828120007	U(L)	R-PD16
12505411050	U(PCD)	R-PD3	12516416021	R-E	R-PD6	12525710129	R-E	R-CL	13828120008	U(L)	R-PD16
12505411051	U(PCD)	R-PD3	12516416022	R-E	R-PD6	12525710130	R-E	R-CL	13828120009	U(L)	R-PD16
12505411052	U(PCD)	R-PD3	12516416023	R-E	R-PD6	12525710131	R-E	R-CL	13828120010	U(L)	R-PD16
12505411053	U(PCD)	R-PD3	12516416024	R-E	R-PD6	12525711001	R-E	R-CL	13828120011	U(L)	R-PD16
12505411054	U(PCD)	R-PD3	12516416025	R-E	R-PD6	12525711002	R-E	R-CL	13828120012	U(L)	R-PD16
12505411055	U(PCD)	R-PD3	12516416026	R-E	R-PD6	12525711003	R-E	R-CL	13828120013	U(L)	R-PD16
12505411056	U(PCD)	R-PD3	12516416027	R-E	R-PD6	12525711004	R-E	R-CL	13828120014	U(L)	R-PD16
12505411057	U(PCD)	R-PD3	12516416028	R-E	R-PD6	12525711005	R-E	R-CL	13828120015	U(L)	R-PD16
12505411058	U(PCD)	R-PD3	12516416029	R-E	R-PD6	12525711006	R-E	R-CL	13828120016	U(L)	R-PD16
12505411059	U(PCD)	R-PD3	12516416030	R-E	R-PD6	12525711007	R-E	R-CL	13828120017	U(L)	R-PD16
12505411060	U(PCD)	R-PD3	12516416031	R-E	R-PD6	12525711008	R-E	R-CL	13828120018	U(L)	R-PD16
12505411061	U(PCD)	R-PD3	12516416032	R-E	R-PD6	12525711009	R-E	R-CL	13828120019	U(L)	R-PD16
12505411062	U(PCD)	R-PD3	12516416033	R-E	R-PD6	12525711010	R-E	R-CL	13828120020	U(L)	R-PD16
12505411063	U(PCD)	R-PD3	12516416034	R-E	R-PD6	12525711011	R-E	R-CL	13828120021	U(L)	R-PD16
12505411064	U(PCD)	R-PD3	12516416035	R-E	R-PD6	12525711012	R-E	R-CL	13828120022	U(L)	R-PD16
12505411065	U(PCD)	R-PD3	12516417001	R-E	R-PD6	12525711013	R-E	R-CL	13828120023	U(L)	R-PD16
12505411066	U(PCD)	R-PD3	12516417002	R-E	R-PD6	12525711014	R-E	R-CL	13828120024	U(L)	R-PD16
12505411067	U(PCD)	R-PD3	12516417003	R-E	R-PD6	12525711015	R-E	R-CL	13828121001	U(M)	R-PD20
12505411068	U(PCD)	R-PD3	12516417004	R-E	R-PD6	12525711016	R-E	R-CL	13828121002	U(M)	R-PD20
12505411069	U(PCD)	R-PD3	12516417005	R-E	R-PD6	12525711017	R-E	R-CL	13828121003	U(M)	R-PD20
12505411070	U(PCD)	R-PD3	12516417006	R-E	R-PD6	12525711018	R-E	R-CL	13828121004	U(M)	R-PD20
12505411071	U(PCD)	R-PD3	12516417007	R-E	R-PD6	12525711019	R-E	R-CL	13828121005	U(M)	R-PD20
12505411072	U(PCD)	R-PD3	12516417008	R-E	R-PD6	12525711020	R-E	R-CL	13828121006	U(M)	R-PD20
12505411073	U(PCD)	R-PD3	12516417009	R-E	R-PD6	12525711021	R-E	R-CL	13828121007	U(M)	R-PD20
12505411074	U(PCD)	R-PD3	12516417010	R-E	R-PD6	12525711022	R-E	R-CL	13828121008	U(M)	R-PD20
12505411075	U(PCD)	R-PD3	12516417011	R-E	R-PD6	12525711023	R-E	R-CL	13828121009	U(M)	R-PD20
12505411076	U(PCD)	R-PD3	12516417012	R-E	R-PD6	12525711024	R-E	R-CL	13828121010	U(M)	R-PD20
12505411077	U(PCD)	R-PD3	12516417013	R-E	R-PD6	12525711025	R-E	R-CL	13828121011	U(M)	R-PD20
12505411078	U(PCD)	R-PD3	12516417014	R-E	R-PD6	12525711026	R-E	R-CL	13828121012	U(M)	R-PD20
12505411079	U(PCD)	R-PD3	12516417015	R-E	R-PD6	12525711027	R-E	R-CL	13828121013	U(M)	R-PD20
12505411080	U(PCD)	R-PD3	12516417016	R-E	R-PD6	12525711028	R-E	R-CL	13828121014	U(M)	R-PD20
12505411081	U(PCD)	R-PD3	12516417017	R-E	R-PD6	12525711029	R-E	R-CL	13828121015	U(M)	R-PD20
12505411082	U(PCD)	R-PD3	12516417018	R-E	R-PD6	12525711030	R-E	R-CL	13828121016	U(M)	R-PD20
12505411083	U(PCD)	R-PD3	12516417019	R-E	R-PD6	12525711031	R-E	R-CL	13828121017	U(M)	R-PD20
12505411084	U(PCD)	R-PD3	12516417020	R-E	R-PD6	12525711032	R-E	R-CL	13828121018	U(M)	R-PD20
12505411085	U(PCD)	R-PD3	12516417021	R-E	R-PD6	12525711033	R-E	R-CL	13828121019	U(M)	R-PD20
12505411086	U(PCD)	R-PD3	12516417022	R-E	R-PD6	12525711034	R-E	R-CL	13828121020	U(M)	R-PD20
12505411087	U(PCD)	R-PD3	12516417023	R-E	R-PD6	12525711035	R-E	R-CL	13828121021	U(M)	R-PD20
12505411088	U(PCD)	R-PD3	12516417024	R-E	R-PD6	12525711036	R-E	R-CL	13828121022	U(M)	R-PD20
12505411089	U(PCD)	R-PD3	12516417025	R-E	R-PD6	12525711037	R-E	R-CL	13828121023	U(M)	R-PD20
12505411090	U(PCD)	R-PD3	12516417026	R-E	R-PD6	12525711038	R-E	R-CL	13828121024	U(M)	R-PD20
12505411091	U(PCD)	R-PD3	12516417027	R-E	R-PD6	12525711039	R-E	R-CL	13828121025	U(M)	R-PD20
12505411092	U(PCD)	R-PD3	12516417028	R-E	R-PD6	12525711040	R-E	R-CL	13828121026	U(M)	R-PD20
12505411093	U(PCD)	R-PD3	12516417029	R-E	R-PD6	12525711041	R-E	R-CL	13828121027	U(M)	R-PD20

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PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12505411094	U(PCD)	R-PD3	12516417030	R-E	R-PD6	12525711042	R-E	R-CL	13828121028	U(M)	R-PD20
12505411095	U(PCD)	R-PD3	12516417031	R-E	R-PD6	12525711043	R-E	R-CL	13828121029	U(M)	R-PD20
12505411096	U(PCD)	R-PD3	12516417032	R-E	R-PD6	12525711044	R-E	R-CL	13828121030	U(M)	R-PD20
12505411097	U(PCD)	R-PD3	12516417033	R-E	R-PD6	12525711045	R-E	R-CL	13828121031	U(M)	R-PD20
12505411098	U(PCD)	R-PD3	12516417034	R-E	R-PD6	12525711046	R-E	R-CL	13828121032	U(M)	R-PD20
12505411099	U(PCD)	R-PD3	12516417035	R-E	R-PD6	12525711047	R-E	R-CL	13828121033	U(M)	R-PD20
12505411100	U(PCD)	R-PD3	12516417036	R-E	R-PD6	12525711048	R-E	R-CL	13828121034	U(M)	R-PD20
12505411101	U(PCD)	R-PD3	12516417037	R-E	R-PD6	12525711049	R-E	R-CL	13828121035	U(M)	R-PD20
12505411102	U(PCD)	R-PD3	12516417038	R-E	R-PD6	12525711050	R-E	R-CL	13828121036	U(M)	R-PD20
12505411103	U(PCD)	R-PD3	12516417039	R-E	R-PD6	12525711051	R-E	R-CL	13828121037	U(M)	R-PD20
12505411104	U(PCD)	R-PD3	12516418001	R-E	R-PD6	12525711052	R-E	R-CL	13828121038	U(M)	R-PD20
12505411105	U(PCD)	R-PD3	12516418002	R-E	R-PD6	12525711053	R-E	R-CL	13828121039	U(M)	R-PD20
12505411106	U(PCD)	R-PD3	12516418003	R-E	R-PD6	12525711054	R-E	R-CL	13828121040	U(M)	R-PD20
12505411107	U(PCD)	R-PD3	12516418004	R-E	R-PD6	12525712001	R-E	R-1	13828121041	U(M)	R-PD20
12505411108	U(PCD)	R-PD3	12516418005	R-E	R-PD6	12525712002	R-E	R-1	13828121042	U(M)	R-PD20
12505411109	U(PCD)	R-PD3	12516418006	R-E	R-PD6	12525712003	R-E	R-1	13828121043	U(M)	R-PD20
12505411110	U(PCD)	R-PD3	12516418007	R-E	R-PD6	12525712004	R-E	R-1	13828121044	U(M)	R-PD20
12505411111	U(PCD)	R-PD3	12516418008	R-E	R-PD6	12525712005	R-E	R-1	13828121045	U(M)	R-PD20
12505411112	U(PCD)	R-PD3	12516418009	R-E	R-PD6	12525712006	R-E	R-1	13828121046	U(M)	R-PD20
12505411113	U(PCD)	R-PD3	12516418010	R-E	R-PD6	12525712007	R-E	R-1	13828121047	U(M)	R-PD20
12505411114	U(PCD)	R-PD3	12516418011	R-E	R-PD6	12525712008	R-E	R-1	13828121048	U(M)	R-PD20
12505411115	U(PCD)	R-PD3	12516418012	R-E	R-PD6	12525712009	R-E	R-1	13828121049	U(M)	R-PD20
12505411116	U(PCD)	R-PD3	12516418013	R-E	R-PD6	12525712010	R-E	R-1	13828121050	U(M)	R-PD20
12505411117	U(PCD)	R-PD3	12516418014	R-E	R-PD6	12525712011	R-E	R-1	13828121051	U(M)	R-PD20
12505411118	U(PCD)	R-PD3	12516418015	R-E	R-PD6	12525712012	R-E	R-1	13828121052	U(M)	R-PD20
12505411119	U(PCD)	R-PD3	12516418016	R-E	R-PD6	12525712013	R-E	R-1	13828121053	U(M)	R-PD20
12505411120	U(PCD)	R-PD3	12516418017	R-E	R-PD6	12525712014	R-E	R-1	13828121054	U(M)	R-PD20
12505411121	U(PCD)	R-PD3	12516418018	R-E	R-PD6	12525712015	R-E	R-1	13828121055	U(M)	R-PD20
12505411122	U(PCD)	R-PD3	12516418019	R-E	R-PD6	12525712016	R-E	R-1	13828121056	U(M)	R-PD20
12505411123	U(PCD)	R-PD3	12516418020	R-E	R-PD6	12525712017	R-E	R-1	13828121057	U(M)	R-PD20
12505411124	U(PCD)	R-PD3	12516418021	R-E	R-PD6	12525712018	R-E	R-1	13828121058	U(M)	R-PD20
12505411125	U(PCD)	R-PD3	12516418022	R-E	R-PD6	12525712019	R-E	R-1	13828121059	U(M)	R-PD20
12505411126	U(PCD)	R-PD3	12516418023	R-E	R-PD6	12525712020	R-E	R-1	13828121060	U(M)	R-PD20
12505497001	U(PCD)	R-PD3	12516418024	R-E	R-PD6	12525712021	R-E	R-1	13828121061	U(M)	R-PD20
12505497002	U(PCD)	R-PD3	12516418025	R-E	R-PD6	12525712022	R-E	R-1	13828121062	U(M)	R-PD20
12505497003	U(PCD)	R-PD3	12516418026	R-E	R-PD6	12525712023	R-E	R-1	13828121063	U(M)	R-PD20
12505497004	U(PCD)	R-PD3	12516418027	R-E	R-PD6	12525712024	R-E	R-1	13828121064	U(M)	R-PD20
12505497005	U(PCD)	R-PD3	12516418028	R-E	R-PD6	12525712025	R-E	R-1	13828121065	U(M)	R-PD20
12505497006	U(PCD)	R-PD3	12516418029	R-E	R-PD6	12525712026	R-E	R-1	13828121066	U(M)	R-PD20
12505497007	U(PCD)	R-PD3	12516418030	R-E	R-PD6	12525712027	R-E	R-1	13828121067	U(M)	R-PD20
12508110002	R-E	R-PD3	12516418031	R-E	R-PD6	12525712028	R-E	R-1	13828121068	U(M)	R-PD20
12508110013	R-E	R-PD3	12516418032	R-E	R-PD6	12525712029	R-E	R-1	13828121069	U(M)	R-PD20
12508110013	R-E	R-PD6	12516418033	R-E	R-PD6	12525712030	R-E	R-1	13828121070	U(M)	R-PD20
12508111001	R-E	R-PD6	12516418034	R-E	R-PD6	12525712031	R-E	R-1	13828121071	U(M)	R-PD20
12508111002	R-E	R-PD6	12516418035	R-E	R-PD6	12525712032	R-E	R-1	13828121072	U(M)	R-PD20
12508111003	R-E	R-PD6	12516418036	R-E	R-PD6	12525712033	R-E	R-1	13828121073	U(M)	R-PD20
12508111004	R-E	R-PD6	12516418037	R-E	R-PD6	12525712034	R-E	R-1	13828121074	U(M)	R-PD20
12508111005	R-E	R-PD6	12516418038	R-E	R-PD6	12525712035	R-E	R-1	13828121075	U(M)	R-PD20
12508111006	R-E	R-PD6	12516418039	R-E	R-PD6	12525712036	R-E	R-1	13828121076	U(M)	R-PD20
12508111007	R-E	R-PD6	12516418040	R-E	R-PD6	12525712037	R-E	R-1	13828121077	U(M)	R-PD20
12508111008	R-E	R-PD6	12516419001	R-E	R-PD6	12525712038	R-E	R-1	13828121078	U(M)	R-PD20
12508111009	R-E	R-PD6	12516419002	R-E	R-PD6	12525712039	R-E	R-1	13828121079	U(M)	R-PD20
12508111010	R-E	R-PD6	12516419003	R-E	R-PD6	12525712040	R-E	R-1	13828121080	U(M)	R-PD20
12508111011	R-E	R-PD6	12516419004	R-E	R-PD6	12525712041	R-E	R-1	13828121081	U(M)	R-PD20
12508111012	R-E	R-PD6	12516419005	R-E	R-PD6	12525712042	R-E	R-1	13828121082	U(M)	R-PD20
12508111013	R-E	R-PD6	12516419006	R-E	R-PD6	12525712043	R-E	R-1	13828121083	U(M)	R-PD20

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PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508111014	R-E	R-PD6	12516419007	R-E	R-PD6	12525712044	R-E	R-1	13828121084	U(M)	R-PD20
12508111015	R-E	R-PD6	12516419008	R-E	R-PD6	12525712045	R-E	R-1	13828121085	U(M)	R-PD20
12508111016	R-E	R-PD6	12516419009	R-E	R-PD6	12525712046	R-E	R-1	13828121086	U(M)	R-PD20
12508111017	R-E	R-PD6	12516419010	R-E	R-PD6	12525712047	R-E	R-1	13828121087	U(M)	R-PD20
12508111018	R-E	R-PD6	12516419011	R-E	R-PD6	12525712048	R-E	R-1	13828121088	U(M)	R-PD20
12508111019	R-E	R-PD6	12516419012	R-E	R-PD6	12525712049	R-E	R-1	13828121089	U(M)	R-PD20
12508111020	R-E	R-PD6	12516419013	R-E	R-PD6	12525712050	R-E	R-1	13828121090	U(M)	R-PD20
12508111021	R-E	R-PD6	12516419014	R-E	R-PD6	12525712051	R-E	R-1	13828121091	U(M)	R-PD20
12508111022	R-E	R-PD6	12516419015	R-E	R-PD6	12525712052	R-E	R-1	13828121092	U(M)	R-PD20
12508111023	R-E	R-PD6	12516419016	R-E	R-PD6	12525712053	R-E	R-1	13828121093	U(M)	R-PD20
12508111024	R-E	R-PD6	12516419017	R-E	R-PD6	12525712054	R-E	R-1	13828197001	U(L)	R-PD16
12508111025	R-E	R-PD6	12516419018	R-E	R-PD6	12525712055	R-E	R-1	13828197003	U(L)	R-PD16
12508111026	R-E	R-PD6	12516419019	R-E	R-PD6	12525712056	R-E	R-1	13828197004	U(L)	R-PD16
12508111027	R-E	R-PD6	12516419020	R-E	R-PD6	12525712057	R-E	R-1	13828197005	U(M)	R-PD16
12508112001	R-E	R-PD6	12516420001	R-E	R-PD6	12525712058	R-E	R-1	13828197007	U(M)	R-PD20
12508112002	R-E	R-PD6	12516420002	R-E	R-PD6	12525712059	R-E	R-1	13828222001	U(M)	R-PD20
12508112003	R-E	R-PD6	12516420003	R-E	R-PD6	12525712060	R-E	R-1	13828222002	U(M)	R-PD20
12508112004	R-E	R-PD6	12516420004	R-E	R-PD6	12525712061	R-E	R-1	13828222003	U(M)	R-PD20
12508112005	R-E	R-PD6	12516420005	R-E	R-PD6	12525712062	R-E	R-1	13828222004	U(M)	R-PD20
12508112006	R-E	R-PD6	12516420006	R-E	R-PD6	12525712063	R-E	R-1	13828222005	U(M)	R-PD20
12508112007	R-E	R-PD6	12516420007	R-E	R-PD6	12525712064	R-E	R-1	13828222006	U(M)	R-PD20
12508112008	R-E	R-PD6	12516420008	R-E	R-PD6	12525712065	R-E	R-1	13828222007	U(M)	R-PD20
12508112009	R-E	R-PD6	12516420009	R-E	R-PD6	12525712066	R-E	R-1	13828222008	U(M)	R-PD20
12508112010	R-E	R-PD6	12516420010	R-E	R-PD6	12525712067	R-E	R-1	13828222009	U(M)	R-PD20
12508112011	R-E	R-PD6	12516420011	R-E	R-PD6	12525712068	R-E	R-1	13828222010	U(M)	R-PD20
12508112012	R-E	R-PD6	12516420012	R-E	R-PD6	12525712069	R-E	R-1	13828222011	U(M)	R-PD20
12508112013	R-E	R-PD6	12516420013	R-E	R-PD6	12525712070	R-E	R-1	13828222012	U(M)	R-PD20
12508112014	R-E	R-PD6	12516420014	R-E	R-PD6	12525712071	R-E	R-1	13828222013	U(M)	R-PD20
12508112015	R-E	R-PD6	12516420015	R-E	R-PD6	12525712072	R-E	R-1	13828222014	U(M)	R-PD20
12508112016	R-E	R-PD6	12516420016	R-E	R-PD6	12525712073	R-E	R-1	13828222015	U(M)	R-PD20
12508112017	R-E	R-PD6	12516420017	R-E	R-PD6	12525712074	R-E	R-1	13828222016	U(M)	R-PD20
12508112018	R-E	R-PD6	12516420018	R-E	R-PD6	12525712075	R-E	R-1	13828222017	U(M)	R-PD20
12508112019	R-E	R-PD6	12516420019	R-E	R-PD6	12525712076	R-E	R-1	13828222018	U(M)	R-PD20
12508112020	R-E	R-PD6	12516420020	R-E	R-PD6	12525712077	R-E	R-1	13828222019	U(M)	R-PD20
12508112021	R-E	R-PD6	12516420021	R-E	R-PD6	12525712078	R-E	R-1	13828222020	U(M)	R-PD20
12508112022	R-E	R-PD6	12516420022	R-E	R-PD6	12525712079	R-E	R-1	13828222021	U(M)	R-PD20
12508112023	R-E	R-PD6	12516420023	R-E	R-PD6	12525712080	R-E	R-1	13828222022	U(M)	R-PD20
12508112024	R-E	R-PD6	12516420024	R-E	R-PD6	12525712081	R-E	R-1	13828222023	U(M)	R-PD20
12508112025	R-E	R-PD6	12516420025	R-E	R-PD6	12525712082	R-E	R-1	13828222024	U(M)	R-PD20
12508112026	R-E	R-PD6	12516420026	R-E	R-PD6	12525712083	R-E	R-1	13828222025	U(M)	R-PD20
12508112027	R-E	R-PD6	12516420027	R-E	R-PD6	12525712084	R-E	R-1	13828222026	U(M)	R-PD20
12508112028	R-E	R-PD6	12516420028	R-E	R-PD6	12525712085	R-E	R-1	13828222027	U(M)	R-PD20
12508113001	R-E	R-PD6	12516420029	R-E	R-PD6	12525712086	R-E	R-1	13828222028	U(M)	R-PD20
12508113002	R-E	R-PD6	12516420030	R-E	R-PD6	12525712087	R-E	R-1	13828222029	U(M)	R-PD20
12508113003	R-E	R-PD6	12516420031	R-E	R-PD6	12525712088	R-E	R-1	13828222030	U(M)	R-PD20
12508113004	R-E	R-PD6	12516420032	R-E	R-PD6	12525712089	R-E	R-1	13828222031	U(M)	R-PD20
12508113005	R-E	R-PD6	12516497001	R-E	R-PD6	12525712090	R-E	R-1	13828222032	U(M)	R-PD20
12508113006	R-E	R-PD6	12516497002	R-E	R-PD6	12525712091	R-E	R-1	13828222033	U(M)	R-PD20
12508113007	R-E	R-PD6	12516497003	R-E	R-PD6	12525712092	R-E	R-1	13828222034	U(M)	R-PD20
12508113008	R-E	R-PD6	12516497005	R-E	R-PD6	12525712093	R-E	R-1	13828222035	U(M)	R-PD20
12508113009	R-E	R-PD6	12516497006	R-E	R-PD6	12525712094	R-E	R-1	13828222036	U(M)	R-PD20
12508113010	R-E	R-PD6	12516497008	R-E	R-PD6	12525712095	R-E	R-1	13828222037	U(M)	R-PD20
12508113011	R-E	R-PD6	12516497010	R-E	R-PD6	12525712096	R-E	R-1	13828222038	U(M)	R-PD20
12508113012	R-E	R-PD6	12516497011	R-E	R-PD6	12525712097	R-E	R-1	13828222039	U(M)	R-PD20
12508113013	R-E	R-PD6	12516497012	R-E	R-PD6	12525713001	R-E	R-CL	13828222040	U(M)	R-PD20
12508113014	R-E	R-PD6	12516497013	R-E	R-PD6	12525713002	R-E	R-CL	13828222041	U(M)	R-PD20

PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508113015	R-E	R-PD6	12516497014	R-E	R-PD6	12525713003	R-E	R-CL	13828222042	U(M)	R-PD20
12508113016	R-E	R-PD6	12516497015	R-E	R-PD6	12525713004	R-E	R-CL	13828222043	U(M)	R-PD20
12508113017	R-E	R-PD6	12516497018	R-E	R-PD6	12525713005	R-E	R-CL	13828222044	U(M)	R-PD20
12508113018	R-E	R-PD6	12516497019	R-E	R-PD6	12525713006	R-E	R-CL	13828222045	U(M)	R-PD20
12508113019	R-E	R-PD6	12516497020	R-E	R-PD6	12525713007	R-E	R-CL	13828222046	U(M)	R-PD20
12508113020	R-E	R-PD6	12516497021	R-E	R-PD6	12525713008	R-E	R-CL	13828222047	U(M)	R-PD20
12508113021	R-E	R-PD6	12516497022	R-E	R-PD6	12525713009	R-E	R-CL	13828222048	U(M)	R-PD20
12508113022	R-E	R-PD6	12516497023	R-E	R-PD6	12525713010	R-E	R-CL	13828222049	U(M)	R-PD20
12508113023	R-E	R-PD6	12516497024	R-E	R-PD6	12525713011	R-E	R-CL	13828222050	U(M)	R-PD20
12508113024	R-E	R-PD6	12516510001	R-E	R-PD6	12525713012	R-E	R-CL	13828222051	U(M)	R-PD20
12508113025	R-E	R-PD6	12516510002	R-E	R-PD6	12525713013	R-E	R-CL	13828222052	U(M)	R-PD20
12508113026	R-E	R-PD6	12516510003	R-E	R-PD6	12525713014	R-E	R-CL	13828222053	U(M)	R-PD20
12508113027	R-E	R-PD6	12516510004	R-E	R-PD6	12525713015	R-E	R-CL	13828222054	U(M)	R-PD20
12508113028	R-E	R-PD6	12516510005	R-E	R-PD6	12525713016	R-E	R-CL	13828222055	U(M)	R-PD20
12508113029	R-E	R-PD6	12516510006	R-E	R-PD6	12525713017	R-E	R-CL	13828222056	U(M)	R-PD20
12508113030	R-E	R-PD6	12516510007	R-E	R-PD6	12525713018	R-E	R-CL	13828222057	U(M)	R-PD20
12508113031	R-E	R-PD6	12516510008	R-E	R-PD6	12525713019	R-E	R-CL	13828222058	U(M)	R-PD20
12508113032	R-E	R-PD6	12516510009	R-E	R-PD6	12525713020	R-E	R-CL	13828222059	U(M)	R-PD20
12508113033	R-E	R-PD6	12516510010	R-E	R-PD6	12525713021	R-E	R-CL	13828222060	U(M)	R-PD20
12508113034	R-E	R-PD6	12516510011	R-E	R-PD6	12525713022	R-E	R-CL	13828222061	U(M)	R-PD20
12508113035	R-E	R-PD6	12516510012	R-E	R-PD6	12525713023	R-E	R-CL	13828222062	U(M)	R-PD20
12508114001	R-E	R-PD6	12516510013	R-E	R-PD6	12525713024	R-E	R-CL	13828222063	U(M)	R-PD20
12508114002	R-E	R-PD6	12516510014	R-E	R-PD6	12525713025	R-E	R-CL	13828222064	U(M)	R-PD20
12508114003	R-E	R-PD6	12516510015	R-E	R-PD6	12525713026	R-E	R-CL	13828222065	U(M)	R-PD20
12508114004	R-E	R-PD6	12516510016	R-E	R-PD6	12525713027	R-E	R-CL	13828222066	U(M)	R-PD20
12508114005	R-E	R-PD6	12516510017	R-E	R-PD6	12525713028	R-E	R-CL	13828222067	U(M)	R-PD20
12508114006	R-E	R-PD6	12516510018	R-E	R-PD6	12525713029	R-E	R-CL	13828222068	U(M)	R-PD20
12508114007	R-E	R-PD6	12516510019	R-E	R-PD6	12525713030	R-E	R-CL	13828222069	U(M)	R-PD20
12508114008	R-E	R-PD6	12516510020	R-E	R-PD6	12525713031	R-E	R-CL	13828222070	U(M)	R-PD20
12508114009	R-E	R-PD6	12516510021	R-E	R-PD6	12525713032	R-E	R-CL	13828222071	U(M)	R-PD20
12508114010	R-E	R-PD6	12516510022	R-E	R-PD6	12525713033	R-E	R-CL	13828222072	U(M)	R-PD20
12508114011	R-E	R-PD6	12516510023	R-E	R-PD6	12525713034	R-E	R-CL	13828222073	U(M)	R-PD20
12508114012	R-E	R-PD6	12516510024	R-E	R-PD6	12525713035	R-E	R-CL	13828222074	U(M)	R-PD20
12508114013	R-E	R-PD6	12516510025	R-E	R-PD6	12525713036	R-E	R-CL	13828222075	U(M)	R-PD20
12508114014	R-E	R-PD6	12516510026	R-E	R-PD6	12525713037	R-E	R-CL	13828222076	U(M)	R-PD20
12508114015	R-E	R-PD6	12516510027	R-E	R-PD6	12525713038	R-E	R-CL	13828222077	U(M)	R-PD20
12508114016	R-E	R-PD6	12516510028	R-E	R-PD6	12525713039	R-E	R-CL	13828222078	U(M)	R-PD20
12508114017	R-E	R-PD6	12516510029	R-E	R-PD6	12525713040	R-E	R-CL	13828222079	U(M)	R-PD20
12508115001	R-E	R-PD6	12516510030	R-E	R-PD6	12525713041	R-E	R-CL	13828224001	U(M)	R-PD20
12508115002	R-E	R-PD6	12516511001	R-E	R-PD6	12525713042	R-E	R-CL	13828224002	U(M)	R-PD20
12508115003	R-E	R-PD6	12516511002	R-E	R-PD6	12525713043	R-E	R-CL	13828224003	U(M)	R-PD20
12508115004	R-E	R-PD6	12516511003	R-E	R-PD6	12525713044	R-E	R-CL	13828224004	U(M)	R-PD20
12508115005	R-E	R-PD6	12516511004	R-E	R-PD6	12525713045	R-E	R-CL	13828224005	U(M)	R-PD20
12508115006	R-E	R-PD6	12516511005	R-E	R-PD6	12525713046	R-E	R-CL	13828224006	U(M)	R-PD20
12508115007	R-E	R-PD6	12516511006	R-E	R-PD6	12525713047	R-E	R-CL	13828224007	U(M)	R-PD20
12508115008	R-E	R-PD6	12516511007	R-E	R-PD6	12525713048	R-E	R-CL	13828224008	U(M)	R-PD20
12508116001	R-E	R-PD3	12516511008	R-E	R-PD6	12525713049	R-E	R-CL	13828224009	U(M)	R-PD20
12508116002	R-E	R-PD3	12516511009	R-E	R-PD6	12525713050	R-E	R-CL	13828224010	U(M)	R-PD20
12508116003	R-E	R-PD3	12516511010	R-E	R-PD6	12525713051	R-E	R-CL	13828224011	U(M)	R-PD20
12508116004	R-E	R-PD3	12516511011	R-E	R-PD6	12525713052	R-E	R-CL	13828224012	U(M)	R-PD20
12508116005	R-E	R-PD3	12516511012	R-E	R-PD6	12525713053	R-E	R-CL	13828224013	U(M)	R-PD20
12508116006	R-E	R-PD3	12516511013	R-E	R-PD6	12525713054	R-E	R-CL	13828224014	U(M)	R-PD20
12508116007	R-E	R-PD3	12516511014	R-E	R-PD6	12525713055	R-E	R-CL	13828224015	U(M)	R-PD20
12508116008	R-E	R-PD3	12516511015	R-E	R-PD6	12525713056	R-E	R-CL	13828224016	U(M)	R-PD20
12508116009	R-E	R-PD3	12516511016	R-E	R-PD6	12525713057	R-E	R-CL	13828224017	U(M)	R-PD20
12508116010	R-E	R-PD3	12516511017	R-E	R-PD6	12525713058	R-E	R-CL	13828224018	U(M)	R-PD20

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PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508116011	R-E	R-PD3	12516511018	R-E	R-PD6	12525713059	R-E	R-CL	13828224019	U(M)	R-PD20
12508116012	R-E	R-PD3	12516511019	R-E	R-PD6	12525713060	R-E	R-CL	13828224020	U(M)	R-PD20
12508116013	R-E	R-PD3	12516511020	R-E	R-PD6	12525713061	R-E	R-CL	13828224021	U(M)	R-PD20
12508116014	R-E	R-PD3	12516511021	R-E	R-PD6	12525713062	R-E	R-CL	13828224022	U(M)	R-PD20
12508116015	R-E	R-PD3	12516511022	R-E	R-PD6	12525713063	R-E	R-CL	13828224023	U(M)	R-PD20
12508116016	R-E	R-PD3	12516511023	R-E	R-PD6	12525713064	R-E	R-CL	13828224024	U(M)	R-PD20
12508116017	R-E	R-PD3	12516511024	R-E	R-PD6	12525713065	R-E	R-CL	13828224025	U(M)	R-PD20
12508117001	R-E	R-PD3	12516511025	R-E	R-PD6	12525713066	R-E	R-CL	13828224026	U(M)	R-PD20
12508117002	R-E	R-PD3	12516511026	R-E	R-PD6	12525713067	R-E	R-CL	13828224027	U(M)	R-PD20
12508117003	R-E	R-PD3	12516511027	R-E	R-PD6	12525713068	R-E	R-CL	13828224028	U(M)	R-PD20
12508117004	R-E	R-PD3	12516511028	R-E	R-PD6	12525713069	R-E	R-CL	13828224029	U(M)	R-PD20
12508117005	R-E	R-PD3	12516511029	R-E	R-PD6	12525713070	R-E	R-CL	13828224030	U(M)	R-PD20
12508117006	R-E	R-PD3	12516511030	R-E	R-PD6	12525713071	R-E	R-CL	13828224031	U(M)	R-PD20
12508117007	R-E	R-PD3	12516511031	R-E	R-PD6	12525713072	R-E	R-CL	13828224032	U(M)	R-PD20
12508117008	R-E	R-PD3	12516511032	R-E	R-PD6	12525713073	R-E	R-CL	13828224033	U(M)	R-PD20
12508117009	R-E	R-PD3	12516511033	R-E	R-PD6	12525713074	R-E	R-CL	13828224034	U(M)	R-PD20
12508117010	R-E	R-PD3	12516511034	R-E	R-PD6	12525713075	R-E	R-CL	13828224035	U(M)	R-PD20
12508117011	R-E	R-PD3	12516511035	R-E	R-PD6	12525713076	R-E	R-CL	13828224036	U(M)	R-PD20
12508117012	R-E	R-PD3	12516511036	R-E	R-PD6	12525713077	R-E	R-CL	13828224037	U(M)	R-PD20
12508117013	R-E	R-PD3	12516511037	R-E	R-PD6	12525713078	R-E	R-CL	13828224038	U(M)	R-PD20
12508117014	R-E	R-PD3	12516511038	R-E	R-PD6	12525713079	R-E	R-CL	13828224039	U(M)	R-PD20
12508117015	R-E	R-PD3	12516511039	R-E	R-PD6	12525713080	R-E	R-CL	13828224040	U(M)	R-PD20
12508117016	R-E	R-PD3	12516511040	R-E	R-PD6	12525713081	R-E	R-CL	13828224041	U(M)	R-PD20
12508197001	R-E	R-PD6	12516511041	R-E	R-PD6	12525797001	R-E	R-CL	13828224042	U(M)	R-PD20
12508197002	R-E	R-PD6	12516511042	R-E	R-PD6	12525797002	R-E	R-CL	13828224043	U(M)	R-PD20
12508197003	R-E	R-PD6	12516511043	R-E	R-PD6	12525797003	R-E	R-CL	13828224044	U(M)	R-PD20
12508197004	R-E	R-PD6	12516511044	R-E	R-PD6	12525810001	R-E	R-1	13828224045	U(M)	R-PD20
12508197005	R-E	R-PD6	12516511045	R-E	R-PD6	12525810002	R-E	R-1	13828224046	U(M)	R-PD20
12508197006	R-E	R-PD6	12516511046	R-E	R-PD6	12525810003	R-E	R-1	13828224047	U(M)	R-PD20
12508197007	R-E	R-PD3	12516511047	R-E	R-PD6	12525810004	R-E	R-1	13828224048	U(M)	R-PD20
12508197008	R-E	R-PD3	12516511048	R-E	R-PD6	12525810005	R-E	R-1	13828224049	U(M)	R-PD20
12508197009	R-E	R-PD3	12516511049	R-E	R-PD6	12525810006	R-E	R-1	13828224050	U(M)	R-PD20
12508197010	R-E	R-PD3	12516511050	R-E	R-PD6	12525810007	R-E	R-1	13828224051	U(M)	R-PD20
12508197011	R-E	R-PD3	12516511051	R-E	R-PD6	12525810008	R-E	R-1	13828224052	U(M)	R-PD20
125082110013	R-E	R-PD6	12516511052	R-E	R-PD6	12525810009	R-E	R-1	13828224053	U(M)	R-PD20
12508211001	R-E	R-PD6	12516511053	R-E	R-PD6	12525810010	R-E	R-1	13828224054	U(M)	R-PD20
12508211002	R-E	R-PD6	12516511054	R-E	R-PD6	12525810011	R-E	R-1	13828224055	U(M)	R-PD20
12508211003	R-E	R-PD6	12516511055	R-E	R-PD6	12525810012	R-E	R-1	13828224056	U(M)	R-PD20
12508211004	R-E	R-PD6	12516511056	R-E	R-PD6	12525810013	R-E	R-1	13828224057	U(M)	R-PD20
12508211005	R-E	R-PD6	12516511057	R-E	R-PD6	12525810014	R-E	R-1	13828224058	U(M)	R-PD20
12508211006	R-E	R-PD6	12516511058	R-E	R-PD6	12525810015	R-E	R-1	13828224059	U(M)	R-PD20
12508211007	R-E	R-PD6	12516511059	R-E	R-PD6	12525810016	R-E	R-1	13828224060	U(M)	R-PD20
12508211008	R-E	R-PD6	12516511060	R-E	R-PD6	12525810017	R-E	R-1	13828224061	U(M)	R-PD20
12508211009	R-E	R-PD6	12516511061	R-E	R-PD6	12525810018	R-E	R-1	13828224062	U(M)	R-PD20
12508211010	R-E	R-PD6	12516511062	R-E	R-PD6	12525810019	R-E	R-1	13828224063	U(M)	R-PD20
12508211011	R-E	R-PD6	12516511063	R-E	R-PD6	12525810020	R-E	R-1	13828224064	U(M)	R-PD20
12508211012	R-E	R-PD6	12516511064	R-E	R-PD6	12525810021	R-E	R-1	13828224065	U(M)	R-PD20
12508211013	R-E	R-PD6	12516511065	R-E	R-PD6	12525810022	R-E	R-1	13828224066	U(M)	R-PD20
12508211014	R-E	R-PD6	12516511066	R-E	R-PD6	12525810023	R-E	R-1	13828224067	U(M)	R-PD20
12508211015	R-E	R-PD6	12516511067	R-E	R-PD6	12525810024	R-E	R-1	13828224068	U(M)	R-PD20
12508211016	R-E	R-PD6	12516511068	R-E	R-PD6	12525810025	R-E	R-1	13828224069	U(M)	R-PD20
12508211017	R-E	R-PD6	12516511069	R-E	R-PD6	12525810026	R-E	R-1	13828224070	U(M)	R-PD20
12508211018	R-E	R-PD6	12516511070	R-E	R-PD6	12525810027	R-E	R-1	13828224071	U(M)	R-PD20
12508211019	R-E	R-PD6	12516511071	R-E	R-PD6	12525810028	R-E	R-1	13828224072	U(M)	R-PD20
12508211020	R-E	R-PD6	12516511072	R-E	R-PD6	12525810029	R-E	R-1	13828224073	U(M)	R-PD20
12508211021	R-E	R-PD6	12516511073	R-E	R-PD6	12525810030	R-E	R-1	13828224074	U(M)	R-PD20

PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508212001	R-E	R-PD6	12516511074	R-E	R-PD6	12525810031	R-E	R-1	13828224075	U(M)	R-PD20
12508212002	R-E	R-PD6	12516511075	R-E	R-PD6	12525810032	R-E	R-1	13828224076	U(M)	R-PD20
12508212003	R-E	R-PD6	12516511076	R-E	R-PD6	12525810033	R-E	R-1	13828224077	U(M)	R-PD20
12508212004	R-E	R-PD6	12516511077	R-E	R-PD6	12525810034	R-E	R-1	13828224078	U(M)	R-PD20
12508212005	R-E	R-PD6	12516511078	R-E	R-PD6	12525810035	R-E	R-1	13828224079	U(M)	R-PD20
12508212006	R-E	R-PD6	12516511079	R-E	R-PD6	12525810036	R-E	R-1	13828224080	U(M)	R-PD20
12508212007	R-E	R-PD6	12516511080	R-E	R-PD6	12525810037	R-E	R-1	13828224081	U(M)	R-PD20
12508212008	R-E	R-PD6	12516511081	R-E	R-PD6	12525810038	R-E	R-1	13828224082	U(M)	R-PD20
12508212009	R-E	R-PD6	12516511082	R-E	R-PD6	12525810039	R-E	R-1	13828224083	U(M)	R-PD20
12508212010	R-E	R-PD6	12516511083	R-E	R-PD6	12525810040	R-E	R-1	13828224084	U(M)	R-PD20
12508212011	R-E	R-PD6	12516511084	R-E	R-PD6	12525810041	R-E	R-1	13828224085	U(M)	R-PD20
12508212012	R-E	R-PD6	12516511085	R-E	R-PD6	12525810042	R-E	R-1	13828224086	U(M)	R-PD20
12508212013	R-E	R-PD6	12516511086	R-E	R-PD6	12525810043	R-E	R-1	13828224087	U(M)	R-PD20
12508212014	R-E	R-PD6	12516511087	R-E	R-PD6	12525810044	R-E	R-1	13828224088	U(M)	R-PD20
12508212015	R-E	R-PD6	12516511088	R-E	R-PD6	12525810045	R-E	R-1	13828224089	U(M)	R-PD20
12508212016	R-E	R-PD6	12516511089	R-E	R-PD6	12525810046	R-E	R-1	13828224090	U(M)	R-PD20
12508212017	R-E	R-PD6	12516511090	R-E	R-PD6	12525810047	R-E	R-1	13828224091	U(M)	R-PD20
12508212018	R-E	R-PD6	12516511091	R-E	R-PD6	12525810048	R-E	R-1	13828224092	U(M)	R-PD20
12508212019	R-E	R-PD6	12516511092	R-E	R-PD6	12525810049	R-E	R-1	13828224093	U(M)	R-PD20
12508212020	R-E	R-PD6	12516511093	R-E	R-PD6	12525810050	R-E	R-1	13828224094	U(M)	R-PD20
12508212021	R-E	R-PD6	12516511094	R-E	R-PD6	12525810051	R-E	R-1	13828224095	U(M)	R-PD20
12508212022	R-E	R-PD6	12516511095	R-E	R-PD6	12525810052	R-E	R-1	13828224096	U(M)	R-PD20
12508212023	R-E	R-PD6	12516511096	R-E	R-PD6	12525810053	R-E	R-1	13828224097	U(M)	R-PD20
12508212024	R-E	R-PD6	12516511097	R-E	R-PD6	12525810054	R-E	R-1	13828224098	U(M)	R-PD20
12508212025	R-E	R-PD6	12516511098	R-E	R-PD6	12525810055	R-E	R-1	13828224099	U(M)	R-PD20
12508212026	R-E	R-PD6	12516511099	R-E	R-PD6	12525810056	R-E	R-1	13828224100	U(M)	R-PD20
12508212027	R-E	R-PD6	12516511100	R-E	R-PD6	12525810057	R-E	R-1	13828224101	U(M)	R-PD20
12508212028	R-E	R-PD6	12516511101	R-E	R-PD6	12525810058	R-E	R-1	13828224102	U(M)	R-PD20
12508212029	R-E	R-PD6	12516512001	R-E	R-PD6	12525810059	R-E	R-1	13828224103	U(M)	R-PD20
12508212030	R-E	R-PD6	12516512002	R-E	R-PD6	12525810060	R-E	R-1	13828224104	U(M)	R-PD20
12508213001	R-E	R-PD3	12516512003	R-E	R-PD6	12525810061	R-E	R-1	13828224105	U(M)	R-PD20
12508213002	R-E	R-PD3	12516512004	R-E	R-PD6	12525810062	R-E	R-1	13828224106	U(M)	R-PD20
12508213003	R-E	R-PD3	12516512005	R-E	R-PD6	12525810063	R-E	R-1	13828297012	U(M)	R-PD20
12508213004	R-E	R-PD3	12516512006	R-E	R-PD6	12525810064	R-E	R-1	13828297014	U(M)	R-PD20
12508213005	R-E	R-PD3	12516512007	R-E	R-PD6	12525810065	R-E	R-1	13828297015	U(M)	R-PD20
12508213006	R-E	R-PD3	12516512008	R-E	R-PD6	12525810066	R-E	R-1	13831212002	U(PR)	R-PD7
12508213007	R-E	R-PD3	12516512009	R-E	R-PD6	12525810067	R-E	R-1	13831212004	U(ML)	R-PD7
12508213008	R-E	R-PD3	12516512010	R-E	R-PD6	12525810068	R-E	R-1	13831213001	U(ML)	R-PD7
12508213009	R-E	R-PD3	12516512011	R-E	R-PD6	12525810069	R-E	R-1	13831213002	U(ML)	R-PD7
12508213010	R-E	R-PD3	12516512012	R-E	R-PD6	12525810070	R-E	R-1	13831213003	U(ML)	R-PD7
12508213011	R-E	R-PD3	12516512013	R-E	R-PD6	12525810071	R-E	R-1	13831213004	U(ML)	R-PD7
12508213012	R-E	R-PD3	12516512014	R-E	R-PD6	12525810072	R-E	R-1	13831213005	U(ML)	R-PD7
12508213013	R-E	R-PD3	12516512015	R-E	R-PD6	12525810073	R-E	R-1	13831213006	U(ML)	R-PD7
12508213014	R-E	R-PD3	12516512016	R-E	R-PD6	12525810074	R-E	R-1	13831213007	U(ML)	R-PD7
12508213015	R-E	R-PD3	12516512017	R-E	R-PD6	12525810075	R-E	R-1	13831213008	U(ML)	R-PD7
12508213016	R-E	R-PD3	12516512018	R-E	R-PD6	12525810076	R-E	R-1	13831213009	U(ML)	R-PD7
12508213017	R-E	R-PD3	12516512019	R-E	R-PD6	12525810077	R-E	R-1	13831213010	U(ML)	R-PD7
12508213018	R-E	R-PD3	12516512020	R-E	R-PD6	12525810078	R-E	R-1	13831213011	U(ML)	R-PD7
12508213019	R-E	R-PD3	12516512021	R-E	R-PD6	12525810079	R-E	R-1	13831213012	U(ML)	R-PD7
12508213020	R-E	R-PD3	12516512022	R-E	R-PD6	12525810080	R-E	R-1	13831213013	U(ML)	R-PD7
12508213021	R-E	R-PD3	12516512023	R-E	R-PD6	12525810081	R-E	R-1	13831214001	U(ML)	R-PD7
12508213022	R-E	R-PD3	12516512024	R-E	R-PD6	12525810082	R-E	R-1	13831214002	U(ML)	R-PD7
12508213023	R-E	R-PD3	12516512025	R-E	R-PD6	12525810083	R-E	R-1	13831214003	U(ML)	R-PD7
12508213024	R-E	R-PD3	12516512026	R-E	R-PD6	12525810084	R-E	R-1	13831214004	U(ML)	R-PD7
12508213025	R-E	R-PD3	12516513001	R-E	R-PD6	12525810085	R-E	R-1	13831214005	U(ML)	R-PD7
12508214001	R-E	R-PD6	12516513002	R-E	R-PD6	12525810086	R-E	R-1	13831214006	U(ML)	R-PD7

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LQ 00000011
LO 00000011

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PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508214002	R-E	R-PD6	12516513003	R-E	R-PD6	12525810087	R-E	R-1	13831214007	U(ML)	R-PD7
12508214003	R-E	R-PD6	12516513004	R-E	R-PD6	12525810088	R-E	R-1	13831214008	U(ML)	R-PD7
12508214004	R-E	R-PD6	12516513005	R-E	R-PD6	12525810089	R-E	R-1	13831214009	U(ML)	R-PD7
12508214005	R-E	R-PD6	12516513006	R-E	R-PD6	12525810090	R-E	R-1	13831214010	U(ML)	R-PD7
12508214006	R-E	R-PD6	12516513007	R-E	R-PD6	12525810091	R-E	R-1	13831214011	U(ML)	R-PD7
12508214007	R-E	R-PD6	12516513008	R-E	R-PD6	12525810092	R-E	R-1	13831214012	U(ML)	R-PD7
12508214008	R-E	R-PD6	12516513009	R-E	R-PD6	12525810093	R-E	R-1	13831214013	U(ML)	R-PD7
12508214009	R-E	R-PD6	12516513010	R-E	R-PD6	12525810094	R-E	R-1	13831214014	U(ML)	R-PD7
12508214010	R-E	R-PD6	12516513011	R-E	R-PD6	12525810095	R-E	R-1	13831214015	U(ML)	R-PD7
12508214011	R-E	R-PD6	12516513012	R-E	R-PD6	12525810096	R-E	R-1	13831214016	U(ML)	R-PD7
12508214012	R-E	R-PD6	12516513013	R-E	R-PD6	12525811004	R-E	R-CL	13831214017	U(ML)	R-PD7
12508214013	R-E	R-PD6	12516513014	R-E	R-PD6	12525811005	R-E	R-CL	13831214018	U(ML)	R-PD7
12508214014	R-E	R-PD6	12516513015	R-E	R-PD6	12525811006	R-E	R-CL	13831214019	U(ML)	R-PD7
12508214015	R-E	R-PD6	12516513016	R-E	R-PD6	12525811007	R-E	R-CL	13831214020	U(ML)	R-PD7
12508214016	R-E	R-PD6	12516513017	R-E	R-PD6	12525811008	R-E	R-CL	13831214021	U(ML)	R-PD7
12508214017	R-E	R-PD6	12516513018	R-E	R-PD6	12525811009	R-E	R-CL	13831214022	U(ML)	R-PD7
12508214018	R-E	R-PD6	12516513019	R-E	R-PD6	12525811010	R-E	R-CL	13831214023	U(ML)	R-PD7
12508214019	R-E	R-PD6	12516513020	R-E	R-PD6	12525811011	R-E	R-CL	13831214024	U(ML)	R-PD7
12508214020	R-E	R-PD6	12516513021	R-E	R-PD6	12525811012	R-E	R-CL	13831214025	U(ML)	R-PD7
12508214021	R-E	R-PD6	12516513022	R-E	R-PD6	12525811013	R-E	R-CL	13831214026	U(ML)	R-PD7
12508215001	R-E	R-PD6	12516513023	R-E	R-PD6	12525811014	R-E	R-CL	13831214027	U(ML)	R-PD7
12508215002	R-E	R-PD6	12516513024	R-E	R-PD6	12525811015	R-E	R-CL	13831214028	U(ML)	R-PD7
12508215003	R-E	R-PD6	12516513025	R-E	R-PD6	12525811016	R-E	R-CL	13831214029	U(ML)	R-PD7
12508215004	R-E	R-PD6	12516513026	R-E	R-PD6	12525811017	R-E	R-CL	13831214030	U(ML)	R-PD7
12508215005	R-E	R-PD6	12516513027	R-E	R-PD6	12525811018	R-E	R-CL	13831214031	U(ML)	R-PD7
12508215006	R-E	R-PD6	12516513028	R-E	R-PD6	12525811019	R-E	R-CL	13831214032	U(ML)	R-PD7
12508215007	R-E	R-PD6	12516513029	R-E	R-PD6	12525811020	R-E	R-CL	13831214033	U(ML)	R-PD7
12508215008	R-E	R-PD6	12516513030	R-E	R-PD6	12525811021	R-E	R-CL	13831214034	U(ML)	R-PD7
12508215009	R-E	R-PD6	12516513031	R-E	R-PD6	12525811022	R-E	R-CL	13831214035	U(ML)	R-PD7
12508215010	R-E	R-PD6	12516513032	R-E	R-PD6	12525811023	R-E	R-CL	13831214036	U(ML)	R-PD7
12508215011	R-E	R-PD6	12516513033	R-E	R-PD6	12525811024	R-E	R-CL	13831214037	U(ML)	R-PD7
12508215012	R-E	R-PD6	12516513034	R-E	R-PD6	12525811025	R-E	R-CL	13831214038	U(ML)	R-PD7
12508215013	R-E	R-PD6	12516513035	R-E	R-PD6	12525811026	R-E	R-CL	13831214039	U(ML)	R-PD7
12508215014	R-E	R-PD6	12516513036	R-E	R-PD6	12525811027	R-E	R-CL	13831214040	U(ML)	R-PD7
12508215015	R-E	R-PD6	12516513037	R-E	R-PD6	12525811028	R-E	R-CL	13831214041	U(ML)	R-PD7
12508215016	R-E	R-PD6	12516513038	R-E	R-PD6	12525811029	R-E	R-CL	13831214042	U(ML)	R-PD7
12508215017	R-E	R-PD6	12516513039	R-E	R-PD6	12525811030	R-E	R-CL	13831214043	U(ML)	R-PD7
12508215018	R-E	R-PD6	12516513040	R-E	R-PD6	12525811031	R-E	R-CL	13831214044	U(ML)	R-PD7
12508215019	R-E	R-PD6	12516513041	R-E	R-PD6	12525811032	R-E	R-CL	13831214045	U(ML)	R-PD7
12508216001	R-E	R-PD6	12516513042	R-E	R-PD6	12525811033	R-E	R-CL	13831215001	U(ML)	R-PD7
12508216002	R-E	R-PD6	12516513043	R-E	R-PD6	12525811034	R-E	R-CL	13831215002	U(ML)	R-PD7
12508216003	R-E	R-PD6	12516513044	R-E	R-PD6	12525811035	R-E	R-CL	13831215003	U(ML)	R-PD7
12508216004	R-E	R-PD6	12516513045	R-E	R-PD6	12525811036	R-E	R-CL	13831215004	U(ML)	R-PD7
12508216005	R-E	R-PD6	12516513046	R-E	R-PD6	12525811037	R-E	R-CL	13831215005	U(ML)	R-PD7
12508216006	R-E	R-PD6	12516513047	R-E	R-PD6	12525811038	R-E	R-CL	13831215006	U(ML)	R-PD7
12508216007	R-E	R-PD6	12516513048	R-E	R-PD6	12525811039	R-E	R-CL	13831215007	U(ML)	R-PD7
12508216008	R-E	R-PD6	12516513049	R-E	R-PD6	12525811040	R-E	R-CL	13831215008	U(ML)	R-PD7
12508216009	R-E	R-PD6	12516513050	R-E	R-PD6	12525811041	R-E	R-CL	13831215009	U(ML)	R-PD7
12508216010	R-E	R-PD6	12516513051	R-E	R-PD6	12525811042	R-E	R-CL	13831215010	U(ML)	R-PD7
12508216011	R-E	R-PD6	12516513052	R-E	R-PD6	12525811043	R-E	R-CL	13831215011	U(ML)	R-PD7
12508216012	R-E	R-PD6	12516513053	R-E	R-PD6	12525811044	R-E	R-CL	13831215012	U(ML)	R-PD7
12508216013	R-E	R-PD6	12516513054	R-E	R-PD6	12525811045	R-E	R-CL	13831215013	U(ML)	R-PD7
12508217001	R-E	R-PD6	12516513055	R-E	R-PD6	12525811046	R-E	R-CL	13831215014	U(ML)	R-PD7
12508217002	R-E	R-PD6	12516513056	R-E	R-PD6	12525811047	R-E	R-CL	13831297001	U(ML)	R-PD7
12508217003	R-E	R-PD6	12516513057	R-E	R-PD6	12525811048	R-E	R-CL	13831297002	U(ML)	R-PD7
12508217004	R-E	R-PD6	12516513058	R-E	R-PD6	12525811049	R-E	R-CL	13831297003	U(ML)	R-PD7

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PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508217005	R-E	R-PD6	12516513059	R-E	R-PD6	12525811050	R-E	R-CL	13831297004	U(ML)	R-PD7
12508217006	R-E	R-PD6	12516513060	R-E	R-PD6	12525811051	R-E	R-CL	13831297005	U(ML)	R-PD7
12508217007	R-E	R-PD6	12516513061	R-E	R-PD6	12525811052	R-E	R-CL	13831297006	U(ML)	R-PD7
12508217008	R-E	R-PD6	12516513062	R-E	R-PD6	12525811053	R-E	R-CL	13831297007	U(ML)	R-PD7
12508218001	R-E	R-PD6	12516513063	R-E	R-PD6	12525811054	R-E	R-CL	13831297008	U(ML)	R-PD7
12508218002	R-E	R-PD6	12516513064	R-E	R-PD6	12525811055	R-E	R-CL	13831297009	U(ML)	R-PD7
12508218003	R-E	R-PD6	12516513065	R-E	R-PD6	12525811056	R-E	R-CL	13831297010	U(ML)	R-PD7
12508218004	R-E	R-PD6	12516513066	R-E	R-PD6	12525811057	R-E	R-CL	13831311001	U(ML)	R-PD7
12508218005	R-E	R-PD6	12516513067	R-E	R-PD6	12525811058	R-E	R-CL	13831311002	U(ML)	R-PD7
12508218006	R-E	R-PD6	12516513068	R-E	R-PD6	12525811059	R-E	R-CL	13831311003	U(ML)	R-PD7
12508218007	R-E	R-PD6	12516513069	R-E	R-PD6	12525811060	R-E	R-CL	13831311004	U(ML)	R-PD7
12508218008	R-E	R-PD6	12516513070	R-E	R-PD6	12525811061	R-E	R-CL	13831311005	U(ML)	R-PD7
12508218009	R-E	R-PD6	12516513071	R-E	R-PD6	12525811062	R-E	R-CL	13831311006	U(ML)	R-PD7
12508218010	R-E	R-PD6	12516513072	R-E	R-PD6	12525811063	R-E	R-CL	13831311007	U(ML)	R-PD7
12508218011	R-E	R-PD6	12516513073	R-E	R-PD6	12525811064	R-E	R-CL	13831311010	U(ML)	R-PD7
12508218012	R-E	R-PD6	12516513074	R-E	R-PD6	12525811065	R-E	R-CL	13831311011	U(ML)	R-PD7
12508218013	R-E	R-PD6	12516513075	R-E	R-PD6	12525811066	R-E	R-CL	13831311012	U(ML)	R-PD7
12508218014	R-E	R-PD6	12516513076	R-E	R-PD6	12525811067	R-E	R-CL	13831311013	U(ML)	R-PD7
12508218015	R-E	R-PD6	12516513077	R-E	R-PD6	12525811068	R-E	R-CL	13831311014	U(ML)	R-PD7
12508218016	R-E	R-PD6	12516513078	R-E	R-PD6	12525811069	R-E	R-CL	13831311015	U(ML)	R-PD7
12508218017	R-E	R-PD6	12516513079	R-E	R-PD6	12525811070	R-E	R-CL	13831311016	U(ML)	R-PD7
12508218018	R-E	R-PD6	12516513080	R-E	R-PD6	12525811071	R-E	R-CL	13831311017	U(ML)	R-PD7
12508218019	R-E	R-PD6	12516513081	R-E	R-PD6	12525811072	R-E	R-CL	13831311018	U(ML)	R-PD7
12508218020	R-E	R-PD6	12516513082	R-E	R-PD6	12525811073	R-E	R-CL	13831311019	U(ML)	R-PD7
12508218021	R-E	R-PD6	12516513083	R-E	R-PD6	12525811074	R-E	R-CL	13831311020	U(ML)	R-PD7
12508218022	R-E	R-PD6	12516513084	R-E	R-PD6	12525811075	R-E	R-CL	13831311023	U(ML)	R-PD7
12508218023	R-E	R-PD6	12516513085	R-E	R-PD6	12525811076	R-E	R-CL	13831311024	U(ML)	R-PD7
12508218024	R-E	R-PD6	12516513086	R-E	R-PD6	12525811077	R-E	R-CL	13831311025	U(ML)	R-PD7
12508218025	R-E	R-PD6	12516513087	R-E	R-PD6	12525811078	R-E	R-CL	13831311026	U(ML)	R-PD7
12508218026	R-E	R-PD6	12516513088	R-E	R-PD6	12525811079	R-E	R-CL	13831311027	U(ML)	R-PD7
12508297001	R-E	R-PD6	12516513089	R-E	R-PD6	12525811080	R-E	R-CL	13831311028	U(ML)	R-PD7
12508297002	R-E	R-PD6	12516513090	R-E	R-PD6	12525811081	R-E	R-CL	13831311029	U(ML)	R-PD7
12508297003	R-E	R-PD6	12516513091	R-E	R-PD6	12525811082	R-E	R-CL	13831311030	U(ML)	R-PD7
12508297004	R-E	R-PD6	12516513092	R-E	R-PD6	12525811083	R-E	R-CL	13831311031	U(ML)	R-PD7
12508297005	R-E	R-PD6	12516513093	R-E	R-PD6	12525811084	R-E	R-CL	13831311032	U(ML)	R-PD7
12508297006	R-E	R-PD6	12516513094	R-E	R-PD6	12525811085	R-E	R-CL	13831311033	U(ML)	R-PD7
12508297007	R-E	R-PD3	12516513095	R-E	R-PD6	12525811086	R-E	R-CL	13831311034	U(ML)	R-PD7
12508297008	R-E	R-PD3	12516513096	R-E	R-PD6	12525811087	R-E	R-CL	13831311035	U(ML)	R-PD7
12508297009	R-E	R-PD3	12516513097	R-E	R-PD6	12525811088	R-E	R-CL	13831311036	U(ML)	R-PD7
12508297010	R-E	R-PD3	12516513098	R-E	R-PD6	12525811089	R-E	R-CL	13831312001	U(PR)	R-PD7
12508297011	R-E	R-PD3	12516513099	R-E	R-PD6	12525811090	R-E	R-CL	13831312002	U(PR)	R-PD7
12508297012	R-E	R-PD3	12516513100	R-E	R-PD6	12525811091	R-E	R-CL	13831312002	U(M)	R-PD7
12508297013	R-E	R-PD6	12516513101	R-E	R-PD6	12525811092	R-E	R-CL	13831312002	U(M)	R-PD7
12508297014	R-E	R-PD6	12516514001	R-E	R-PD4	12525811093	R-E	R-CL	13831312002	U(M)	R-PD7
12508297015	R-E	R-PD6	12516514002	R-E	R-PD4	12525811094	R-E	R-CL	13831314001	U(ML)	R-PD7
12508297016	R-E	R-PD6	12516514003	R-E	R-PD4	12525811095	R-E	R-CL	13831314002	U(ML)	R-PD7
12508297017	R-E	R-PD6	12516514004	R-E	R-PD4	12525811096	R-E	R-CL	13831314003	U(ML)	R-PD7
12508297018	R-E	R-PD6	12516514005	R-E	R-PD4	12525811097	R-E	R-CL	13831314004	U(ML)	R-PD7
12508297019	R-E	R-PD6	12516514006	R-E	R-PD4	12525811098	R-E	R-CL	13831314005	U(ML)	R-PD7
12508297020	R-E	R-PD6	12516514007	R-E	R-PD4	12525811099	R-E	R-CL	13831314006	U(ML)	R-PD7
12508310001	R-E	R-PD12	12516514008	R-E	R-PD4	12525811100	R-E	R-CL	13831314007	U(ML)	R-PD7
12508310002	R-E	R-PD12	12516514009	R-E	R-PD4	12525811101	R-E	R-CL	13831314008	U(ML)	R-PD7
12508310018	R-E	R-PD6	12516514010	R-E	R-PD4	12525811102	R-E	R-CL	13831314009	U(ML)	R-PD7
12508311001	R-E	R-PD6	12516514011	R-E	R-PD4	12525811103	R-E	R-CL	13831314010	U(ML)	R-PD7
12508311002	R-E	R-PD6	12516514012	R-E	R-PD4	12525811104	R-E	R-CL	13831314011	U(ML)	R-PD7
12508311003	R-E	R-PD6	12516514013	R-E	R-PD4	12525811105	R-E	R-CL	13831314012	U(ML)	R-PD7

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PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508311004	R-E	R-PD6	12516514014	R-E	R-PD4	12525811106	R-E	R-CL	13831314013	U(ML)	R-PD7
12508311005	R-E	R-PD6	12516514015	R-E	R-PD4	12525811107	R-E	R-CL	13831314014	U(ML)	R-PD7
12508311006	R-E	R-PD6	12516514016	R-E	R-PD4	12525811108	R-E	R-CL	13831314015	U(ML)	R-PD7
12508311007	R-E	R-PD6	12516514017	R-E	R-PD4	12525811109	R-E	R-CL	13831314016	U(ML)	R-PD7
12508311008	R-E	R-PD6	12516514018	R-E	R-PD4	12525811110	R-E	R-CL	13831314017	U(ML)	R-PD7
12508311009	R-E	R-PD6	12516514019	R-E	R-PD4	12525811111	R-E	R-CL	13831314018	U(ML)	R-PD7
12508311010	R-E	R-PD6	12516514020	R-E	R-PD4	12525811112	R-E	R-CL	13831397001	U(ML)	R-PD7
12508311011	R-E	R-PD6	12516514021	R-E	R-PD4	12525811113	R-E	R-CL	13831397002	U(ML)	R-PD7
12508311012	R-E	R-PD6	12516514022	R-E	R-PD4	12525811114	R-E	R-CL	13831397003	U(ML)	R-PD7
12508311013	R-E	R-PD6	12516514023	R-E	R-PD4	12525811115	R-E	R-CL	13831397004	U(ML)	R-PD7
12508311014	R-E	R-PD6	12516514024	R-E	R-PD4	12525811116	R-E	R-CL	13831397005	U(ML)	R-PD7
12508311015	R-E	R-PD6	12516514025	R-E	R-PD4	12525811117	R-E	R-CL	13831397006	U(ML)	R-PD7
12508311016	R-E	R-PD6	12516514026	R-E	R-PD4	12525811118	R-E	R-CL	13831410001	U(ML)	R-PD7
12508311017	R-E	R-PD6	12516514027	R-E	R-PD4	12525811119	R-E	R-CL	13831410002	U(ML)	R-PD7
12508311018	R-E	R-PD6	12516514028	R-E	R-PD4	12525811120	R-E	R-CL	13831410003	U(ML)	R-PD7
12508311019	R-E	R-PD6	12516514029	R-E	R-PD4	12525811121	R-E	R-CL	13831410004	U(ML)	R-PD7
12508311020	R-E	R-PD6	12516514030	R-E	R-PD4	12525811122	R-E	R-CL	13831410005	U(ML)	R-PD7
12508311021	R-E	R-PD6	12516514031	R-E	R-PD4	12525811123	R-E	R-CL	13831410006	U(ML)	R-PD7
12508311022	R-E	R-PD6	12516514032	R-E	R-PD4	12525811124	R-E	R-CL	13831410007	U(ML)	R-PD7
12508311023	R-E	R-PD6	12516514033	R-E	R-PD4	12525811125	R-E	R-CL	13831410008	U(ML)	R-PD7
12508312001	R-E	R-PD6	12516514034	R-E	R-PD4	12525811126	R-E	R-CL	13831410009	U(ML)	R-PD7
12508312002	R-E	R-PD6	12516514035	R-E	R-PD4	12525811127	R-E	R-CL	13831410010	U(ML)	R-PD7
12508312003	R-E	R-PD6	12516514036	R-E	R-PD4	12525811128	R-E	R-CL	13831410011	U(ML)	R-PD7
12508312004	R-E	R-PD6	12516514037	R-E	R-PD4	12525811129	R-E	R-CL	13831410012	U(ML)	R-PD7
12508312005	R-E	R-PD6	12516514038	R-E	R-PD4	12525811130	R-E	R-CL	13831410013	U(ML)	R-PD7
12508312006	R-E	R-PD6	12516514039	R-E	R-PD4	12525811131	R-E	R-CL	13831410014	U(ML)	R-PD7
12508312007	R-E	R-PD6	12516514040	R-E	R-PD4	12525812001	R-E	R-CL	13831410015	U(ML)	R-PD7
12508312008	R-E	R-PD6	12516514041	R-E	R-PD4	12525812002	R-E	R-CL	13831410016	U(ML)	R-PD7
12508312009	R-E	R-PD6	12516514042	R-E	R-PD4	12525812003	R-E	R-CL	13831410017	U(ML)	R-PD7
12508312010	R-E	R-PD6	12516514043	R-E	R-PD4	12525812004	R-E	R-CL	13831410018	U(ML)	R-PD7
12508312011	R-E	R-PD6	12516514044	R-E	R-PD4	12525812005	R-E	R-CL	13831410019	U(ML)	R-PD7
12508312012	R-E	R-PD6	12516514045	R-E	R-PD4	12525812006	R-E	R-CL	13831410020	U(ML)	R-PD7
12508312013	R-E	R-PD6	12516514046	R-E	R-PD4	12525812007	R-E	R-CL	13831410021	U(ML)	R-PD7
12508312014	R-E	R-PD6	12516514047	R-E	R-PD4	12525812008	R-E	R-CL	13831410022	U(ML)	R-PD7
12508312015	R-E	R-PD6	12516514048	R-E	R-PD4	12525812009	R-E	R-CL	13831410023	U(ML)	R-PD7
12508313001	R-E	R-PD6	12516514049	R-E	R-PD4	12525812010	R-E	R-CL	13831410024	U(ML)	R-PD7
12508313002	R-E	R-PD6	12516514050	R-E	R-PD4	12525812011	R-E	R-CL	13831410025	U(ML)	R-PD7
12508313003	R-E	R-PD6	12516514051	R-E	R-PD4	12525812012	R-E	R-CL	13831410026	U(ML)	R-PD7
12508313004	R-E	R-PD6	12516514052	R-E	R-PD4	12525812013	R-E	R-CL	13831410027	U(ML)	R-PD7
12508313005	R-E	R-PD6	12516514053	R-E	R-PD4	12525812014	R-E	R-CL	13831410028	U(ML)	R-PD7
12508313006	R-E	R-PD6	12516514054	R-E	R-PD4	12525812015	R-E	R-CL	13831410029	U(ML)	R-PD7
12508313007	R-E	R-PD6	12516514055	R-E	R-PD4	12525812016	R-E	R-CL	13831410030	U(ML)	R-PD7
12508313008	R-E	R-PD6	12516514056	R-E	R-PD4	12525812017	R-E	R-CL	13831410031	U(ML)	R-PD7
12508313009	R-E	R-PD6	12516597001	R-E	R-PD6	12525812018	R-E	R-CL	13831410032	U(ML)	R-PD7
12508313010	R-E	R-PD6	12516597002	R-E	R-PD6	12525812019	R-E	R-CL	13831410033	U(ML)	R-PD7
12508313011	R-E	R-PD6	12516597003	R-E	R-PD6	12525812020	R-E	R-CL	13831410034	U(ML)	R-PD7
12508313012	R-E	R-PD6	12516597004	R-E	R-PD6	12525812021	R-E	R-CL	13831410035	U(ML)	R-PD7
12508313013	R-E	R-PD6	12516597005	R-E	R-PD6	12525812022	R-E	R-CL	13831411001	U(ML)	R-PD7
12508313014	R-E	R-PD6	12516597006	R-E	R-PD6	12525812023	R-E	R-CL	13831411010	U(ML)	R-PD7
12508313015	R-E	R-PD6	12516597007	R-E	R-PD6	12525812024	R-E	R-CL	13831411011	U(ML)	R-PD7
12508314001	R-E	R-PD6	12516597008	R-E	R-PD6	12525812025	R-E	R-CL	13831411012	U(ML)	R-PD7
12508314002	R-E	R-PD6	12516597009	R-E	R-PD6	12525812026	R-E	R-CL	13831411013	U(ML)	R-PD7
12508314003	R-E	R-PD6	12516597010	R-E	R-PD6	12525812027	R-E	R-CL	13831411014	U(ML)	R-PD7
12508314004	R-E	R-PD6	12516597011	R-E	R-PD4	12525812028	R-E	R-CL	13831411015	U(ML)	R-PD7
12508314005	R-E	R-PD6	12516597012	R-E	R-PD4	12525812029	R-E	R-CL	13831411016	U(ML)	R-PD7
12508314006	R-E	R-PD6	12516597013	R-E	R-PD4	12525812030	R-E	R-CL	13831411017	U(ML)	R-PD7

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PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508314007	R-E	R-PD6	12516597014	R-E	R-PD4	12525812031	R-E	R-CL	13831411018	U(ML)	R-PD7
12508314008	R-E	R-PD6	12516597015	R-E	R-PD4	12525812032	R-E	R-CL	13831411019	U(ML)	R-PD7
12508314009	R-E	R-PD6	12516610001	R-E	R-PD6	12525812033	R-E	R-CL	13831411020	U(ML)	R-PD7
12508314010	R-E	R-PD6	12516610002	R-E	R-PD6	12525812034	R-E	R-CL	13831411033	U(ML)	R-PD7
12508314011	R-E	R-PD6	12516610003	R-E	R-PD6	12525812035	R-E	R-CL	13831411034	U(ML)	R-PD7
12508314012	R-E	R-PD6	12516610004	R-E	R-PD6	12525812036	R-E	R-CL	13831411035	U(ML)	R-PD7
12508314013	R-E	R-PD6	12516610005	R-E	R-PD6	12525812037	R-E	R-CL	13831411036	U(ML)	R-PD7
12508314014	R-E	R-PD6	12516610006	R-E	R-PD6	12525812038	R-E	R-CL	13831411037	U(ML)	R-PD7
12508314015	R-E	R-PD6	12516610007	R-E	R-PD6	12525812039	R-E	R-CL	13831411038	U(ML)	R-PD7
12508314016	R-E	R-PD6	12516610008	R-E	R-PD6	12525812040	R-E	R-CL	13831411039	U(ML)	R-PD7
12508314017	R-E	R-PD6	12516610009	R-E	R-PD6	12525812041	R-E	R-CL	13831411040	U(ML)	R-PD7
12508314018	R-E	R-PD6	12516610010	R-E	R-PD6	12525812042	R-E	R-CL	13831411041	U(ML)	R-PD7
12508314019	R-E	R-PD6	12516610011	R-E	R-PD6	12525812043	R-E	R-CL	13831411042	U(ML)	R-PD7
12508314020	R-E	R-PD6	12516610012	R-E	R-PD6	12525812044	R-E	R-CL	13831411043	U(ML)	R-PD7
12508314021	R-E	R-PD6	12516610013	R-E	R-PD6	12525812045	R-E	R-CL	13831411044	U(ML)	R-PD7
12508314022	R-E	R-PD6	12516610014	R-E	R-PD6	12525812046	R-E	R-CL	13831411045	U(ML)	R-PD7
12508314023	R-E	R-PD6	12516610015	R-E	R-PD6	12525812047	R-E	R-CL	13831411046	U(ML)	R-PD7
12508314024	R-E	R-PD6	12516610016	R-E	R-PD6	12525812048	R-E	R-CL	13831411047	U(ML)	R-PD7
12508314025	R-E	R-PD6	12516610017	R-E	R-PD6	12525812049	R-E	R-CL	13831411048	U(ML)	R-PD7
12508314026	R-E	R-PD6	12516610018	R-E	R-PD6	12525812050	R-E	R-CL	13831412007	U(ML)	R-PD7
12508314027	R-E	R-PD6	12516610019	R-E	R-PD6	12525812051	R-E	R-CL	13831413001	U(ML)	R-PD7
12508314028	R-E	R-PD6	12516610020	R-E	R-PD6	12525812052	R-E	R-CL	13831413002	U(ML)	R-PD7
12508314029	R-E	R-PD6	12516610021	R-E	R-PD6	12525812053	R-E	R-CL	13831413003	U(ML)	R-PD7
12508314030	R-E	R-PD6	12516610022	R-E	R-PD6	12525812054	R-E	R-CL	13831413004	U(ML)	R-PD7
12508315001	R-E	R-PD6	12516610023	R-E	R-PD6	12525812055	R-E	R-CL	13831413005	U(ML)	R-PD7
12508315002	R-E	R-PD6	12516610024	R-E	R-PD6	12525812056	R-E	R-CL	13831413006	U(ML)	R-PD7
12508315003	R-E	R-PD6	12516610025	R-E	R-PD6	12525812057	R-E	R-CL	13831413007	U(ML)	R-PD7
12508315004	R-E	R-PD6	12516610026	R-E	R-PD6	12525812058	R-E	R-CL	13831413008	U(ML)	R-PD7
12508315005	R-E	R-PD6	12516610027	R-E	R-PD6	12525812059	R-E	R-CL	13831413009	U(ML)	R-PD7
12508315006	R-E	R-PD6	12516610028	R-E	R-PD6	12525812060	R-E	R-CL	13831413010	U(ML)	R-PD7
12508315007	R-E	R-PD6	12516610029	R-E	R-PD6	12525812061	R-E	R-CL	13831413011	U(ML)	R-PD7
12508315008	R-E	R-PD6	12516610030	R-E	R-PD6	12525812062	R-E	R-CL	13831413012	U(ML)	R-PD7
12508315009	R-E	R-PD6	12516610031	R-E	R-PD6	12525812063	R-E	R-CL	13831413013	U(ML)	R-PD7
12508315010	R-E	R-PD6	12516610032	R-E	R-PD6	12525812064	R-E	R-CL	13831413014	U(ML)	R-PD7
12508315011	R-E	R-PD6	12516610033	R-E	R-PD6	12525812065	R-E	R-CL	13831413015	U(ML)	R-PD7
12508315012	R-E	R-PD6	12516610034	R-E	R-PD6	12525812066	R-E	R-CL	13831413016	U(ML)	R-PD7
12508315013	R-E	R-PD6	12516610035	R-E	R-PD6	12525812067	R-E	R-CL	13831413017	U(ML)	R-PD7
12508315014	R-E	R-PD6	12516610036	R-E	R-PD6	12525812068	R-E	R-CL	13831413018	U(ML)	R-PD7
12508315015	R-E	R-PD6	12516610037	R-E	R-PD6	12525812069	R-E	R-CL	13831413019	U(ML)	R-PD7
12508315016	R-E	R-PD6	12516610038	R-E	R-PD6	12525812070	R-E	R-CL	13831413020	U(ML)	R-PD7
12508315017	R-E	R-PD6	12516610039	R-E	R-PD6	12525812071	R-E	R-CL	13831413021	U(ML)	R-PD7
12508315018	R-E	R-PD6	12516610040	R-E	R-PD6	12525812072	R-E	R-CL	13831413022	U(ML)	R-PD7
12508315019	R-E	R-PD6	12516610041	R-E	R-PD6	12525812073	R-E	R-CL	13831413023	U(ML)	R-PD7
12508315020	R-E	R-PD6	12516610042	R-E	R-PD6	12525812074	R-E	R-CL	13831413024	U(ML)	R-PD7
12508315021	R-E	R-PD6	12516610043	R-E	R-PD6	12525812075	R-E	R-CL	13831413025	U(ML)	R-PD7
12508315022	R-E	R-PD6	12516610044	R-E	R-PD6	12525812076	R-E	R-CL	13831413026	U(ML)	R-PD7
12508315023	R-E	R-PD6	12516610045	R-E	R-PD6	12525812077	R-E	R-CL	13831413027	U(ML)	R-PD7
12508315024	R-E	R-PD6	12516610046	R-E	R-PD6	12525812078	R-E	R-CL	13831413028	U(ML)	R-PD7
12508315025	R-E	R-PD6	12516610047	R-E	R-PD6	12525812079	R-E	R-CL	13831413029	U(ML)	R-PD7
12508315026	R-E	R-PD6	12516610048	R-E	R-PD6	12525812080	R-E	R-CL	13831413030	U(ML)	R-PD7
12508315027	R-E	R-PD6	12516610049	R-E	R-PD6	12525812081	R-E	R-CL	13831413031	U(ML)	R-PD7
12508315028	R-E	R-PD6	12516610050	R-E	R-PD6	12525812082	R-E	R-CL	13831413032	U(ML)	R-PD7
12508315029	R-E	R-PD6	12516610051	R-E	R-PD6	12525813001	R-E	R-CL	13831413033	U(ML)	R-PD7
12508315030	R-E	R-PD6	12516610052	R-E	R-PD6	12525813002	R-E	R-CL	13831413034	U(ML)	R-PD7
12508316001	R-E	R-PD6	12516610053	R-E	R-PD6	12525814001	R-E	R-CL	13831413035	U(ML)	R-PD7
12508316002	R-E	R-PD6	12516610054	R-E	R-PD6	12525814002	R-E	R-CL	13831414003	U(ML)	R-PD7

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PAGE#	CURRENT ZONING	NEW ZONING	PAGE#	CURRENT ZONING	NEW ZONING	PAGE#	CURRENT ZONING	NEW ZONING	PAGE#	CURRENT ZONING	NEW ZONING
12508316003	R-E	R-PD6	12516610055	R-E	R-PD6	12525814003	R-E	R-CL	13831415001	U(ML)	R-PD7
12508316004	R-E	R-PD6	12516610056	R-E	R-PD6	12525814004	R-E	R-CL	13831415002	U(ML)	R-PD7
12508316005	R-E	R-PD6	12516610057	R-E	R-PD6	12525814005	R-E	R-CL	13831415003	U(ML)	R-PD7
12508316006	R-E	R-PD6	12516610058	R-E	R-PD6	12525814006	R-E	R-CL	13831415004	U(ML)	R-PD7
12508316007	R-E	R-PD6	12516610059	R-E	R-PD6	12525814007	R-E	R-CL	13831415005	U(ML)	R-PD7
12508316008	R-E	R-PD6	12516610060	R-E	R-PD6	12525814008	R-E	R-CL	13831415006	U(ML)	R-PD7
12508316009	R-E	R-PD6	12516610061	R-E	R-PD6	12525814009	R-E	R-CL	13831415007	U(ML)	R-PD7
12508316010	R-E	R-PD6	12516610062	R-E	R-PD6	12525814010	R-E	R-CL	13831415008	U(ML)	R-PD7
12508316011	R-E	R-PD6	12516610063	R-E	R-PD6	12525814011	R-E	R-CL	13831415009	U(ML)	R-PD7
12508316012	R-E	R-PD6	12516611001	R-E	R-PD6	12525814012	R-E	R-CL	13831415010	U(ML)	R-PD7
12508316013	R-E	R-PD6	12516611002	R-E	R-PD6	12525814013	R-E	R-CL	13831415011	U(ML)	R-PD7
12508316014	R-E	R-PD6	12516611003	R-E	R-PD6	12525814014	R-E	R-CL	13831415012	U(ML)	R-PD7
12508316015	R-E	R-PD6	12516611004	R-E	R-PD6	12525814015	R-E	R-CL	13831416001	U(ML)	R-PD7
12508316016	R-E	R-PD6	12516611005	R-E	R-PD6	12525814016	R-E	R-CL	13831416002	U(ML)	R-PD7
12508316017	R-E	R-PD6	12516611006	R-E	R-PD6	12525814017	R-E	R-CL	13831416003	U(ML)	R-PD7
12508316018	R-E	R-PD6	12516611007	R-E	R-PD6	12525814018	R-E	R-CL	13831416004	U(ML)	R-PD7
12508316019	R-E	R-PD6	12516611008	R-E	R-PD6	12525814019	R-E	R-CL	13831416005	U(ML)	R-PD7
12508316020	R-E	R-PD6	12516611009	R-E	R-PD6	12525814020	R-E	R-CL	13831416006	U(ML)	R-PD7
12508316021	R-E	R-PD6	12516611010	R-E	R-PD6	12525814021	R-E	R-CL	13831416007	U(ML)	R-PD7
12508316022	R-E	R-PD6	12516611011	R-E	R-PD6	12525814022	R-E	R-CL	13831416008	U(ML)	R-PD7
12508316023	R-E	R-PD6	12516611012	R-E	R-PD6	12525814023	R-E	R-CL	13831416009	U(ML)	R-PD7
12508316024	R-E	R-PD6	12516611013	R-E	R-PD6	12525814024	R-E	R-CL	13831416010	U(ML)	R-PD7
12508316025	R-E	R-PD6	12516611014	R-E	R-PD6	12525814025	R-E	R-CL	13831416011	U(ML)	R-PD7
12508316026	R-E	R-PD6	12516611015	R-E	R-PD6	12525814026	R-E	R-CL	13831416012	U(ML)	R-PD7
12508316027	R-E	R-PD6	12516611016	R-E	R-PD6	12525814027	R-E	R-CL	13831416013	U(ML)	R-PD7
12508316028	R-E	R-PD6	12516611017	R-E	R-PD6	12525814028	R-E	R-CL	13831416014	U(ML)	R-PD7
12508316029	R-E	R-PD6	12516611018	R-E	R-PD6	12525814029	R-E	R-CL	13831416015	U(ML)	R-PD7
12508316030	R-E	R-PD6	12516611019	R-E	R-PD6	12525814030	R-E	R-CL	13831416016	U(ML)	R-PD7
12508317001	R-E	R-PD6	12516611020	R-E	R-PD6	12525814031	R-E	R-CL	13831416017	U(ML)	R-PD7
12508317002	R-E	R-PD6	12516611021	R-E	R-PD6	12525814032	R-E	R-CL	13831416018	U(ML)	R-PD7
12508317003	R-E	R-PD6	12516611022	R-E	R-PD6	12525814033	R-E	R-CL	13831416019	U(ML)	R-PD7
12508317004	R-E	R-PD6	12516611023	R-E	R-PD6	12525814034	R-E	R-CL	13831416020	U(ML)	R-PD7
12508317005	R-E	R-PD6	12516611024	R-E	R-PD6	12525814035	R-E	R-CL	13831416021	U(ML)	R-PD7
12508317006	R-E	R-PD6	12516611025	R-E	R-PD6	12525814036	R-E	R-CL	13831416022	U(ML)	R-PD7
12508317007	R-E	R-PD6	12516611026	R-E	R-PD6	12525814037	R-E	R-CL	13831416023	U(ML)	R-PD7
12508317008	R-E	R-PD6	12516611027	R-E	R-PD6	12525814038	R-E	R-CL	13831416024	U(ML)	R-PD7
12508317009	R-E	R-PD6	12516611028	R-E	R-PD6	12525814039	R-E	R-CL	13831416025	U(ML)	R-PD7
12508317010	R-E	R-PD6	12516611029	R-E	R-PD6	12525814040	R-E	R-CL	13831416026	U(ML)	R-PD7
12508317011	R-E	R-PD6	12516611030	R-E	R-PD6	12525814041	R-E	R-CL	13831416027	U(ML)	R-PD7
12508317012	R-E	R-PD6	12516611031	R-E	R-PD6	12525814042	R-E	R-CL	13831416028	U(ML)	R-PD7
12508317013	R-E	R-PD6	12516611032	R-E	R-PD6	12525814043	R-E	R-CL	13831416029	U(ML)	R-PD7
12508317014	R-E	R-PD6	12516611033	R-E	R-PD6	12525814044	R-E	R-CL	13831416030	U(ML)	R-PD7
12508317015	R-E	R-PD6	12516611034	R-E	R-PD6	12525814045	R-E	R-CL	13831416031	U(ML)	R-PD7
12508317016	R-E	R-PD6	12516611035	R-E	R-PD6	12525814046	R-E	R-CL	13831416032	U(ML)	R-PD7
12508317017	R-E	R-PD6	12516611036	R-E	R-PD6	12525814047	R-E	R-CL	13831416033	U(ML)	R-PD7
12508317018	R-E	R-PD6	12516611037	R-E	R-PD6	12525814048	R-E	R-CL	13831416034	U(ML)	R-PD7
12508317019	R-E	R-PD6	12516611038	R-E	R-PD6	12525814049	R-E	R-CL	13831417001	U(ML)	R-PD7
12508317020	R-E	R-PD6	12516611039	R-E	R-PD6	12525814050	R-E	R-CL	13831417002	U(ML)	R-PD7
12508317021	R-E	R-PD6	12516611040	R-E	R-PD6	12525814051	R-E	R-CL	13831417003	U(ML)	R-PD7
12508317022	R-E	R-PD6	12516611041	R-E	R-PD6	12525814052	R-E	R-CL	13831417004	U(ML)	R-PD7
12508317023	R-E	R-PD6	12516611042	R-E	R-PD6	12525814053	R-E	R-CL	13831417005	U(ML)	R-PD7
12508317024	R-E	R-PD6	12516611043	R-E	R-PD6	12525814054	R-E	R-CL	13831417006	U(ML)	R-PD7
12508317025	R-E	R-PD6	12516611044	R-E	R-PD6	12525814055	R-E	R-CL	13831417007	U(ML)	R-PD7
12508317026	R-E	R-PD6	12516611045	R-E	R-PD6	12525814056	R-E	R-CL	13831417008	U(ML)	R-PD7
12508317027	R-E	R-PD6	12516611046	R-E	R-PD6	12525814057	R-E	R-CL	13831417009	U(ML)	R-PD7
12508317028	R-E	R-PD6	12516611047	R-E	R-PD6	12525814058	R-E	R-CL	13831417010	U(ML)	R-PD7

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PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508318001	R-E	R-PD6	12516611048	R-E	R-PD6	12525814059	R-E	R-CL	13831417011	U(ML)	R-PD7
12508318002	R-E	R-PD6	12516611049	R-E	R-PD6	12525814060	R-E	R-CL	13831417012	U(ML)	R-PD7
12508318003	R-E	R-PD6	12516611050	R-E	R-PD6	12525814061	R-E	R-CL	13831417013	U(ML)	R-PD7
12508318004	R-E	R-PD6	12516611051	R-E	R-PD6	12525814062	R-E	R-CL	13831417014	U(ML)	R-PD7
12508318005	R-E	R-PD6	12516611052	R-E	R-PD6	12525814063	R-E	R-CL	13831417015	U(ML)	R-PD7
12508318006	R-E	R-PD6	12516611053	R-E	R-PD6	12525814064	R-E	R-CL	13831417016	U(ML)	R-PD7
12508318007	R-E	R-PD6	12516611054	R-E	R-PD6	12525814065	R-E	R-CL	13831417017	U(ML)	R-PD7
12508318008	R-E	R-PD6	12516611055	R-E	R-PD6	12525897001	R-E	R-CL	13831417018	U(ML)	R-PD7
12508318009	R-E	R-PD6	12516611056	R-E	R-PD6	12525897002	R-E	R-CL	13831417019	U(ML)	R-PD7
12508318010	R-E	R-PD6	12516611057	R-E	R-PD6	12525897003	R-E	R-CL	13831417020	U(ML)	R-PD7
12508318011	R-E	R-PD6	12516611058	R-E	R-PD6	12526510001	R-E	R-PD3	13831417021	U(ML)	R-PD7
12508318012	R-E	R-PD6	12516611059	R-E	R-PD6	12526510002	R-E	R-PD3	13831417022	U(ML)	R-PD7
12508318013	R-E	R-PD6	12516611060	R-E	R-PD6	12526510003	R-E	R-PD3	13831417023	U(ML)	R-PD7
12508318014	R-E	R-PD6	12516611061	R-E	R-PD6	12526510004	R-E	R-PD3	13831417024	U(ML)	R-PD7
12508318015	R-E	R-PD6	12516611062	R-E	R-PD6	12526510005	R-E	R-PD3	13831417025	U(ML)	R-PD7
12508318016	R-E	R-PD6	12516611063	R-E	R-PD6	12526510006	R-E	R-PD3	13831417026	U(ML)	R-PD7
12508318017	R-E	R-PD6	12516611064	R-E	R-PD6	12526510007	R-E	R-PD3	13831417027	U(ML)	R-PD7
12508318018	R-E	R-PD6	12516611065	R-E	R-PD6	12526510008	R-E	R-PD3	13831417028	U(ML)	R-PD7
12508318019	R-E	R-PD6	12516611066	R-E	R-PD6	12526510009	R-E	R-PD3	13831417029	U(ML)	R-PD7
12508318020	R-E	R-PD6	12516611067	R-E	R-PD6	12526510010	R-E	R-PD3	13831417030	U(ML)	R-PD7
12508318021	R-E	R-PD6	12516611068	R-E	R-PD6	12526510011	R-E	R-PD3	13831417031	U(ML)	R-PD7
12508318022	R-E	R-PD6	12516611069	R-E	R-PD6	12526510012	R-E	R-PD3	13831417032	U(ML)	R-PD7
12508318023	R-E	R-PD6	12516611070	R-E	R-PD6	12526510013	R-E	R-PD3	13831418001	U(ML)	R-PD7
12508318024	R-E	R-PD6	12516611071	R-E	R-PD6	12526510014	R-E	R-PD3	13831419003	U(ML)	R-PD7
12508318025	R-E	R-PD6	12516611072	R-E	R-PD6	12526510015	R-E	R-PD3	13831419004	U(ML)	R-PD7
12508318026	R-E	R-PD6	12516611073	R-E	R-PD6	12526510016	R-E	R-PD3	13831419005	U(ML)	R-PD7
12508318027	R-E	R-PD6	12516612001	R-E	R-PD6	12526510017	R-E	R-PD3	13831419006	U(ML)	R-PD7
12508318028	R-E	R-PD6	12516612002	R-E	R-PD6	12526510018	R-E	R-PD3	13831419007	U(ML)	R-PD7
12508319001	R-E	R-PD6	12516612003	R-E	R-PD6	12526510019	R-E	R-PD3	13831419008	U(ML)	R-PD7
12508319002	R-E	R-PD6	12516612004	R-E	R-PD6	12526510020	R-E	R-PD3	13831419009	U(ML)	R-PD7
12508319003	R-E	R-PD6	12516612005	R-E	R-PD6	12526510021	R-E	R-PD3	13831419010	U(ML)	R-PD7
12508319004	R-E	R-PD6	12516612006	R-E	R-PD6	12526510022	R-E	R-PD3	13831419011	U(ML)	R-PD7
12508319005	R-E	R-PD6	12516612007	R-E	R-PD6	12526510023	R-E	R-PD3	13831419012	U(ML)	R-PD7
12508319006	R-E	R-PD6	12516612008	R-E	R-PD6	12526510024	R-E	R-PD3	13831419013	U(ML)	R-PD7
12508319007	R-E	R-PD6	12516612009	R-E	R-PD6	12526510025	R-E	R-PD3	13831419014	U(ML)	R-PD7
12508319008	R-E	R-PD6	12516612010	R-E	R-PD6	12526510026	R-E	R-PD3	13831419015	U(ML)	R-PD7
12508319009	R-E	R-PD6	12516612011	R-E	R-PD6	12526510027	R-E	R-PD3	13831419016	U(ML)	R-PD7
12508319010	R-E	R-PD6	12516612012	R-E	R-PD6	12526510028	R-E	R-PD3	13831419017	U(ML)	R-PD7
12508319011	R-E	R-PD6	12516612013	R-E	R-PD6	12526510029	R-E	R-PD3	13831419018	U(ML)	R-PD7
12508319012	R-E	R-PD6	12516612014	R-E	R-PD6	12526510030	R-E	R-PD3	13831419019	U(ML)	R-PD7
12508319013	R-E	R-PD6	12516612015	R-E	R-PD6	12526510031	R-E	R-PD3	13831419020	U(ML)	R-PD7
12508319014	R-E	R-PD6	12516612016	R-E	R-PD6	12526510032	R-E	R-PD3	13831419021	U(ML)	R-PD7
12508319015	R-E	R-PD6	12516612017	R-E	R-PD6	12526510033	R-E	R-PD3	13831419022	U(ML)	R-PD7
12508319016	R-E	R-PD6	12516612018	R-E	R-PD6	12526510034	R-E	R-PD3	13831419023	U(ML)	R-PD7
12508319017	R-E	R-PD6	12516612019	R-E	R-PD6	12526510035	R-E	R-PD3	13831419024	U(ML)	R-PD7
12508319018	R-E	R-PD6	12516612020	R-E	R-PD6	12526510036	R-E	R-PD3	13831419025	U(ML)	R-PD7
12508319019	R-E	R-PD6	12516612021	R-E	R-PD6	12526510037	R-E	R-PD3	13831419026	U(ML)	R-PD7
12508319020	R-E	R-PD6	12516612022	R-E	R-PD6	12526510038	R-E	R-PD3	13831419027	U(ML)	R-PD7
12508319021	R-E	R-PD6	12516612023	R-E	R-PD6	12526510039	R-E	R-PD3	13831419028	U(ML)	R-PD7
12508319022	R-E	R-PD6	12516612024	R-E	R-PD6	12526510040	R-E	R-PD3	13831419039	U(ML)	R-PD7
12508319023	R-E	R-PD6	12516612025	R-E	R-PD6	12526510041	R-E	R-PD3	13831419040	U(ML)	R-PD7
12508319024	R-E	R-PD6	12516612026	R-E	R-PD6	12526510042	R-E	R-PD3	13831419041	U(ML)	R-PD7
12508319025	R-E	R-PD6	12516612027	R-E	R-PD6	12526510043	R-E	R-PD3	13831419042	U(ML)	R-PD7
12508319026	R-E	R-PD6	12516612028	R-E	R-PD6	12526510044	R-E	R-PD3	13831419043	U(ML)	R-PD7
12508319027	R-E	R-PD6	12516613001	R-E	R-PD6	12526510045	R-E	R-PD3	13831419044	U(ML)	R-PD7
12508319028	R-E	R-PD6	12516613002	R-E	R-PD6	12526510046	R-E	R-PD3	13831420001	U(ML)	R-PD7

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PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508320001	R-E	R-PD6	12516613003	R-E	R-PD6	12526510047	R-E	R-PD3	13831420002	U(ML)	R-PD7
12508320002	R-E	R-PD6	12516613004	R-E	R-PD6	12526510048	R-E	R-PD3	13831420003	U(ML)	R-PD7
12508320003	R-E	R-PD6	12516613005	R-E	R-PD6	12526597001	R-E	R-PD3	13831420004	U(ML)	R-PD7
12508320004	R-E	R-PD6	12516613006	R-E	R-PD6	12526597002	R-E	R-PD3	13831420005	U(ML)	R-PD7
12508320005	R-E	R-PD6	12516613007	R-E	R-PD6	12527312001	U(ML)	R-CL	13831420006	U(ML)	R-PD7
12508320006	R-E	R-PD6	12516613008	R-E	R-PD6	12527312002	U(ML)	R-CL	13831420007	U(ML)	R-PD7
12508320007	R-E	R-PD6	12516613009	R-E	R-PD6	12527312003	U(ML)	R-CL	13831420008	U(ML)	R-PD7
12508320008	R-E	R-PD6	12516613010	R-E	R-PD6	12527312004	U(ML)	R-CL	13831420009	U(ML)	R-PD7
12508320009	R-E	R-PD6	12516613011	R-E	R-PD6	12527312005	U(ML)	R-CL	13831420010	U(ML)	R-PD7
12508320010	R-E	R-PD6	12516613012	R-E	R-PD6	12527312006	U(ML)	R-CL	13831420011	U(ML)	R-PD7
12508320011	R-E	R-PD6	12516613013	R-E	R-PD6	12527312007	U(ML)	R-CL	13831420012	U(ML)	R-PD7
12508320012	R-E	R-PD6	12516613014	R-E	R-PD6	12527312008	U(ML)	R-CL	13831420013	U(ML)	R-PD7
12508320013	R-E	R-PD6	12516613015	R-E	R-PD6	12527312009	U(ML)	R-CL	13831420014	U(ML)	R-PD7
12508320014	R-E	R-PD6	12516613016	R-E	R-PD6	12527312010	U(ML)	R-CL	13831420015	U(ML)	R-PD7
12508320015	R-E	R-PD6	12516613017	R-E	R-PD6	12527312011	U(ML)	R-CL	13831420016	U(ML)	R-PD7
12508320016	R-E	R-PD6	12516613018	R-E	R-PD6	12527312012	U(ML)	R-CL	13831420017	U(ML)	R-PD7
12508320017	R-E	R-PD6	12516613019	R-E	R-PD6	12527312013	U(ML)	R-CL	13831420018	U(ML)	R-PD7
12508320018	R-E	R-PD6	12516613020	R-E	R-PD6	12527312014	U(ML)	R-CL	13831420019	U(ML)	R-PD7
12508320019	R-E	R-PD6	12516613021	R-E	R-PD6	12527312015	U(ML)	R-CL	13831420020	U(ML)	R-PD7
12508320020	R-E	R-PD6	12516613022	R-E	R-PD6	12527312016	U(ML)	R-CL	13831420021	U(ML)	R-PD7
12508320021	R-E	R-PD6	12516613023	R-E	R-PD6	12527312017	U(ML)	R-CL	13831420022	U(ML)	R-PD7
12508320022	R-E	R-PD6	12516613024	R-E	R-PD6	12527312018	U(ML)	R-CL	13831420023	U(ML)	R-PD7
12508320023	R-E	R-PD6	12516613025	R-E	R-PD6	12527312019	U(ML)	R-CL	13831420024	U(ML)	R-PD7
12508320024	R-E	R-PD6	12516613026	R-E	R-PD6	12527312020	U(ML)	R-CL	13831420025	U(ML)	R-PD7
12508320025	R-E	R-PD6	12516613027	R-E	R-PD6	12527312021	U(ML)	R-CL	13831420026	U(ML)	R-PD7
12508320026	R-E	R-PD6	12516613028	R-E	R-PD6	12527312022	U(ML)	R-CL	13831420027	U(ML)	R-PD7
12508320027	R-E	R-PD6	12516613029	R-E	R-PD6	12527312023	U(ML)	R-CL	13831420028	U(ML)	R-PD7
12508320028	R-E	R-PD6	12516613030	R-E	R-PD6	12527312024	U(ML)	R-CL	13831421001	U(ML)	R-PD7
12508320029	R-E	R-PD6	12516613031	R-E	R-PD6	12527312025	U(ML)	R-CL	13831421002	U(ML)	R-PD7
12508321001	R-E	R-PD6	12516613032	R-E	R-PD6	12527312026	U(ML)	R-CL	13831421003	U(ML)	R-PD7
12508321002	R-E	R-PD6	12516613033	R-E	R-PD6	12527312027	U(ML)	R-CL	13831421004	U(ML)	R-PD7
12508321003	R-E	R-PD6	12516613034	R-E	R-PD6	12527312028	U(ML)	R-CL	13831421005	U(ML)	R-PD7
12508321004	R-E	R-PD6	12516613035	R-E	R-PD6	12527312029	U(ML)	R-CL	13831421006	U(ML)	R-PD7
12508321005	R-E	R-PD6	12516613036	R-E	R-PD6	12527312030	U(ML)	R-CL	13831421007	U(ML)	R-PD7
12508321006	R-E	R-PD6	12516613037	R-E	R-PD6	12527312031	U(ML)	R-CL	13831421008	U(ML)	R-PD7
12508321007	R-E	R-PD6	12516613038	R-E	R-PD6	12527312032	U(ML)	R-CL	13831421009	U(ML)	R-PD7
12508321008	R-E	R-PD6	12516613039	R-E	R-PD6	12527312033	U(ML)	R-CL	13831421010	U(ML)	R-PD7
12508321009	R-E	R-PD6	12516613040	R-E	R-PD6	12527312034	U(ML)	R-CL	13831421011	U(ML)	R-PD7
12508321010	R-E	R-PD6	12516613041	R-E	R-PD6	12527312035	U(ML)	R-CL	13831421012	U(ML)	R-PD7
12508321011	R-E	R-PD6	12516613042	R-E	R-PD6	12527312036	U(ML)	R-CL	13831421013	U(ML)	R-PD7
12508321012	R-E	R-PD6	12516613043	R-E	R-PD6	12527312037	U(ML)	R-CL	13831421014	U(ML)	R-PD7
12508321013	R-E	R-PD6	12516613044	R-E	R-PD6	12527312038	U(ML)	R-CL	13831422001	U(ML)	R-PD7
12508321014	R-E	R-PD6	12516613045	R-E	R-PD6	12527312039	U(ML)	R-CL	13831422002	U(ML)	R-PD7
12508321015	R-E	R-PD6	12516613046	R-E	R-PD6	12527312040	U(ML)	R-CL	13831497001	U(ML)	R-PD7
12508321016	R-E	R-PD6	12516613047	R-E	R-PD6	12527312041	U(ML)	R-CL	13831497002	U(ML)	R-PD7
12508321017	R-E	R-PD6	12516613048	R-E	R-PD6	12527312042	U(ML)	R-CL	13831497003	U(ML)	R-PD7
12508321018	R-E	R-PD6	12516613049	R-E	R-PD6	12527312043	U(ML)	R-CL	13831497004	U(ML)	R-PD7
12508321019	R-E	R-PD6	12516613050	R-E	R-PD6	12528710001	R-E	R-PD4	13831497005	U(ML)	R-PD7
12508321020	R-E	R-PD6	12516613051	R-E	R-PD6	12528710002	R-E	R-PD4	13831497006	U(ML)	R-PD7
12508321021	R-E	R-PD6	12516613052	R-E	R-PD6	12528710003	R-E	R-PD4	13831497007	U(ML)	R-PD7
12508321022	R-E	R-PD6	12516613053	R-E	R-PD6	12528710004	R-E	R-PD4	13831497008	U(ML)	R-PD7
12508321023	R-E	R-PD6	12516614001	R-E	R-PD6	12528710005	R-E	R-PD4	13831497009	U(ML)	R-PD7
12508397001	R-E	R-PD6	12516614002	R-E	R-PD6	12528710006	R-E	R-PD4	13831497010	U(ML)	R-PD7
12508397002	R-E	R-PD6	12516614003	R-E	R-PD6	12528710007	R-E	R-PD4	13831497011	U(ML)	R-PD7
12508397003	R-E	R-PD6	12516614004	R-E	R-PD6	12528710008	R-E	R-PD4	13831497012	U(ML)	R-PD7
12508397004	R-E	R-PD6	12516614005	R-E	R-PD6	12528710009	R-E	R-PD4	13831610002	U(PR)	R-PD7

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PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508412016	R-E	R-PD6	12516615016	U(PCD)	R-PD5	12528710066	R-E	R-PD7	13831613006	U(ML)	R-PD7
12508412017	R-E	R-PD6	12516615017	U(PCD)	R-PD5	12528710067	R-E	R-PD7	13831613007	U(ML)	R-PD7
12508412018	R-E	R-PD6	12516615018	U(PCD)	R-PD5	12528710068	R-E	R-PD7	13831613008	U(ML)	R-PD7
12508412019	R-E	R-PD6	12516615019	U(PCD)	R-PD5	12528710069	R-E	R-PD7	13831613009	U(ML)	R-PD7
12508412020	R-E	R-PD6	12516615020	U(PCD)	R-PD5	12528710070	R-E	R-PD7	13831613010	U(ML)	R-PD7
12508412021	R-E	R-PD6	12516615021	U(PCD)	R-PD5	12528710071	R-E	R-PD7	13831613011	U(ML)	R-PD7
12508412022	R-E	R-PD6	12516615022	U(PCD)	R-PD5	12528710072	R-E	R-PD7	13831613012	U(ML)	R-PD7
12508412023	R-E	R-PD6	12516615023	U(PCD)	R-PD5	12528710073	R-E	R-PD7	13831613013	U(ML)	R-PD7
12508412024	R-E	R-PD6	12516615024	U(PCD)	R-PD5	12528710074	R-E	R-PD7	13831613014	U(ML)	R-PD7
12508412025	R-E	R-PD6	12516615025	U(PCD)	R-PD5	12528710075	R-E	R-PD4	13831613015	U(ML)	R-PD7
12508412026	R-E	R-PD6	12516615026	U(PCD)	R-PD5	12528710076	R-E	R-PD4	13831613016	U(ML)	R-PD7
12508412027	R-E	R-PD6	12516615027	U(PCD)	R-PD5	12528710077	R-E	R-PD4	13831613017	U(ML)	R-PD7
12508412028	R-E	R-PD6	12516615028	U(PCD)	R-PD5	12528710078	R-E	R-PD4	13831613018	U(ML)	R-PD7
12508412029	R-E	R-PD6	12516615029	U(PCD)	R-PD5	12528710079	R-E	R-PD4	13831613019	U(ML)	R-PD7
12508412030	R-E	R-PD6	12516615030	U(PCD)	R-PD5	12528710080	R-E	R-PD4	13831613020	U(ML)	R-PD7
12508413001	R-E	R-PD6	12516615031	U(PCD)	R-PD5	12528710081	R-E	R-PD4	13831613021	U(ML)	R-PD7
12508413002	R-E	R-PD6	12516615032	U(PCD)	R-PD5	12528710082	R-E	R-PD4	13831613022	U(ML)	R-PD7
12508413003	R-E	R-PD6	12516615033	U(PCD)	R-PD5	12528710083	R-E	R-PD4	13831613023	U(ML)	R-PD7
12508413004	R-E	R-PD6	12516615034	U(PCD)	R-PD5	12528711001	R-E	R-PD7	13831613024	U(ML)	R-PD7
12508413005	R-E	R-PD6	12516615035	U(PCD)	R-PD5	12528711002	R-E	R-PD7	13831613025	U(ML)	R-PD7
12508413006	R-E	R-PD6	12516615036	U(PCD)	R-PD5	12528711003	R-E	R-PD7	13831613026	U(ML)	R-PD7
12508413007	R-E	R-PD6	12516615037	U(PCD)	R-PD5	12528711004	R-E	R-PD7	13831613027	U(ML)	R-PD7
12508413008	R-E	R-PD6	12516615038	U(PCD)	R-PD5	12528711005	R-E	R-PD7	13831613028	U(ML)	R-PD7
12508413009	R-E	R-PD6	12516615039	U(PCD)	R-PD5	12528711006	R-E	R-PD7	13831613029	U(ML)	R-PD7
12508413010	R-E	R-PD6	12516615040	U(PCD)	R-PD5	12528711007	R-E	R-PD7	13831613030	U(ML)	R-PD7
12508413011	R-E	R-PD6	12516615041	U(PCD)	R-PD5	12528711008	R-E	R-PD7	13831613031	U(ML)	R-PD7
12508413012	R-E	R-PD6	12516615042	U(PCD)	R-PD5	12528711009	R-E	R-PD7	13831613032	U(ML)	R-PD7
12508413013	R-E	R-PD6	12516615043	U(PCD)	R-PD5	12528711010	R-E	R-PD7	13831613033	U(ML)	R-PD7
12508413014	R-E	R-PD6	12516615044	U(PCD)	R-PD5	12528711011	R-E	R-PD7	13831614001	U(ML)	R-PD7
12508414001	R-E	R-PD6	12516615045	U(PCD)	R-PD5	12528711012	R-E	R-PD7	13831614002	U(ML)	R-PD7
12508414002	R-E	R-PD6	12516615046	U(PCD)	R-PD5	12528711013	R-E	R-PD4	13831614003	U(ML)	R-PD7
12508414003	R-E	R-PD6	12516615047	U(PCD)	R-PD5	12528711014	R-E	R-PD7	13831614004	U(ML)	R-PD7
12508414004	R-E	R-PD6	12516615048	U(PCD)	R-PD5	12528711015	R-E	R-PD7	13831614005	U(ML)	R-PD7
12508414005	R-E	R-PD6	12516615049	U(PCD)	R-PD5	12528711016	R-E	R-PD7	13831614006	U(ML)	R-PD7
12508414006	R-E	R-PD6	12516615050	U(PCD)	R-PD5	12528711017	R-E	R-PD7	13831614007	U(ML)	R-PD7
12508414007	R-E	R-PD6	12516615051	U(PCD)	R-PD5	12528711018	R-E	R-PD7	13831614008	U(ML)	R-PD7
12508414008	R-E	R-PD6	12516615052	U(PCD)	R-PD5	12528711019	R-E	R-PD7	13831614009	U(ML)	R-PD7
12508414009	R-E	R-PD6	12516615053	U(PCD)	R-PD5	12528712001	R-E	R-PD7	13831614010	U(ML)	R-PD7
12508414010	R-E	R-PD6	12516615054	U(PCD)	R-PD5	12528712002	R-E	R-PD7	13831614011	U(ML)	R-PD7
12508414011	R-E	R-PD6	12516615055	U(PCD)	R-PD5	12528712003	R-E	R-PD7	13831614012	U(ML)	R-PD7
12508414012	R-E	R-PD6	12516615056	U(PCD)	R-PD5	12528712004	R-E	R-PD7	13831614013	U(ML)	R-PD7
12508414013	R-E	R-PD6	12516615057	U(PCD)	R-PD5	12528712005	R-E	R-PD7	13831614014	U(ML)	R-PD7
12508414014	R-E	R-PD6	12516615058	U(PCD)	R-PD5	12528712006	R-E	R-PD7	13831614015	U(ML)	R-PD7
12508415001	R-E	R-PD6	12516615059	U(PCD)	R-PD5	12528712007	R-E	R-PD7	13831614016	U(ML)	R-PD7
12508415002	R-E	R-PD6	12516616001	U(PCD)	R-PD5	12528712008	R-E	R-PD7	13831614017	U(ML)	R-PD7
12508415003	R-E	R-PD6	12516616002	U(PCD)	R-PD5	12528712009	R-E	R-PD7	13831614018	U(ML)	R-PD7
12508415004	R-E	R-PD6	12516616003	U(PCD)	R-PD5	12528712010	R-E	R-PD7	13831614019	U(ML)	R-PD7
12508415005	R-E	R-PD6	12516616004	U(PCD)	R-PD5	12528712011	R-E	R-PD7	13831614020	U(ML)	R-PD7
12508415006	R-E	R-PD6	12516616005	U(PCD)	R-PD5	12528712012	R-E	R-PD7	13831614021	U(ML)	R-PD7
12508415007	R-E	R-PD6	12516616006	U(PCD)	R-PD5	12528712013	R-E	R-PD7	13831614022	U(ML)	R-PD7
12508415008	R-E	R-PD6	12516616007	U(PCD)	R-PD5	12528712014	R-E	R-PD7	13831614023	U(ML)	R-PD7
12508415009	R-E	R-PD6	12516616008	U(PCD)	R-PD5	12528712015	R-E	R-PD7	13831614024	U(ML)	R-PD7
12508415010	R-E	R-PD6	12516616009	U(PCD)	R-PD5	12528712016	R-E	R-PD7	13831614025	U(ML)	R-PD7
12508415011	R-E	R-PD6	12516616010	U(PCD)	R-PD5	12528712017	R-E	R-PD7	13831614026	U(ML)	R-PD7
12508415012	R-E	R-PD6	12516616011	U(PCD)	R-PD5	12528712018	R-E	R-PD7	13831614027	U(ML)	R-PD7
12508415013	R-E	R-PD6	12516616012	U(PCD)	R-PD5	12528712019	R-E	R-PD7	13831614028	U(ML)	R-PD7

Prepared 7/6/2001

PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508415014	R-E	R-PD6	12516616013	U(PCD)	R-PD5	12528712020	R-E	R-PD7	13831614029	U(ML)	R-PD7
12508415015	R-E	R-PD6	12516616014	U(PCD)	R-PD5	12528712021	R-E	R-PD7	13831614030	U(ML)	R-PD7
12508415016	R-E	R-PD6	12516616015	U(PCD)	R-PD5	12528712022	R-E	R-PD7	13831614031	U(ML)	R-PD7
12508415017	R-E	R-PD6	12516616016	U(PCD)	R-PD5	12528712023	R-E	R-PD7	13831614032	U(ML)	R-PD7
12508415018	R-E	R-PD6	12516616017	U(PCD)	R-PD5	12528712024	R-E	R-PD7	13831614033	U(ML)	R-PD7
12508415019	R-E	R-PD6	12516616018	U(PCD)	R-PD5	12528712025	R-E	R-PD7	13831614034	U(ML)	R-PD7
12508415020	R-E	R-PD6	12516616019	U(PCD)	R-PD5	12528712026	R-E	R-PD7	13831614035	U(ML)	R-PD7
12508415021	R-E	R-PD6	12516616020	U(PCD)	R-PD5	12528712027	R-E	R-PD7	13831614036	U(ML)	R-PD7
12508415022	R-E	R-PD6	12516616021	U(PCD)	R-PD5	12528712028	R-E	R-PD7	13831697001	U(ML)	R-PD7
12508415023	R-E	R-PD6	12516616022	U(PCD)	R-PD5	12528712029	R-E	R-PD7	13831697002	U(ML)	R-PD7
12508415024	R-E	R-PD6	12516616023	U(PCD)	R-PD5	12528712030	R-E	R-PD7	13831697003	U(ML)	R-PD7
12508415025	R-E	R-PD6	12516616024	U(PCD)	R-PD5	12528712031	R-E	R-PD7	13831697004	U(ML)	R-PD7
12508415026	R-E	R-PD6	12516616025	U(PCD)	R-PD5	12528712032	R-E	R-PD7	13831697005	U(ML)	R-PD7
12508415027	R-E	R-PD6	12516616026	U(PCD)	R-PD5	12528712033	R-E	R-PD7	13831697006	U(ML)	R-PD7
12508415028	R-E	R-PD6	12516616027	U(PCD)	R-PD5	12528712034	R-E	R-PD7	13831697007	U(ML)	R-PD7
12508415029	R-E	R-PD6	12516616028	U(PCD)	R-PD5	12528712035	R-E	R-PD7	13831697008	U(ML)	R-PD7
12508416001	R-E	R-PD6	12516616029	U(PCD)	R-PD5	12528712036	R-E	R-PD7	13831697009	U(ML)	R-PD7
12508416002	R-E	R-PD6	12516616030	U(PCD)	R-PD5	12528712037	R-E	R-PD7	13831697010	U(ML)	R-PD7
12508416003	R-E	R-PD6	12516616031	U(PCD)	R-PD5	12528712038	R-E	R-PD7	13831697011	U(ML)	R-PD7
12508416004	R-E	R-PD6	12516616032	U(PCD)	R-PD5	12528712039	R-E	R-PD7	13831710001	U(ML)	R-PD7
12508416005	R-E	R-PD6	12516616033	U(PCD)	R-PD5	12528712040	R-E	R-PD7	13831710002	U(ML)	R-PD7
12508416006	R-E	R-PD6	12516616034	U(PCD)	R-PD5	12528712041	R-E	R-PD7	13831710003	U(ML)	R-PD7
12508416007	R-E	R-PD6	12516616035	U(PCD)	R-PD5	12528712042	R-E	R-PD7	13831710004	U(ML)	R-PD7
12508416008	R-E	R-PD6	12516616036	U(PCD)	R-PD5	12528712043	R-E	R-PD7	13831710005	U(ML)	R-PD7
12508416009	R-E	R-PD6	12516616037	U(PCD)	R-PD5	12528712044	R-E	R-PD7	13831710006	U(ML)	R-PD7
12508416010	R-E	R-PD6	12516616038	U(PCD)	R-PD5	12528712045	R-E	R-PD7	13831710007	U(ML)	R-PD7
12508416011	R-E	R-PD6	12516616039	U(PCD)	R-PD5	12528712046	R-E	R-PD7	13831710008	U(ML)	R-PD7
12508416012	R-E	R-PD6	12516616040	U(PCD)	R-PD5	12528712047	R-E	R-PD7	13831710009	U(ML)	R-PD7
12508416013	R-E	R-PD6	12516616041	U(PCD)	R-PD5	12528712048	R-E	R-PD7	13831710010	U(ML)	R-PD7
12508416014	R-E	R-PD6	12516616042	U(PCD)	R-PD5	12528712049	R-E	R-PD7	13831710011	U(ML)	R-PD7
12508416015	R-E	R-PD6	12516616043	U(PCD)	R-PD5	12528712050	R-E	R-PD7	13831710012	U(ML)	R-PD7
12508416016	R-E	R-PD6	12516616044	U(PCD)	R-PD5	12528712051	R-E	R-PD7	13831710013	U(ML)	R-PD7
12508416017	R-E	R-PD6	12516616045	U(PCD)	R-PD5	12528712052	R-E	R-PD7	13831710014	U(ML)	R-PD7
12508416018	R-E	R-PD6	12516616046	U(PCD)	R-PD5	12528712053	R-E	R-PD7	13831710015	U(ML)	R-PD7
12508416019	R-E	R-PD6	12516616047	U(PCD)	R-PD5	12528712054	R-E	R-PD7	13831710016	U(ML)	R-PD7
12508416020	R-E	R-PD6	12516616048	U(PCD)	R-PD5	12528712055	R-E	R-PD7	13831710017	U(ML)	R-PD7
12508416021	R-E	R-PD6	12516616049	U(PCD)	R-PD5	12528712056	R-E	R-PD7	13831710018	U(ML)	R-PD7
12508416022	R-E	R-PD6	12516616050	U(PCD)	R-PD5	12528712057	R-E	R-PD7	13831710019	U(ML)	R-PD7
12508416023	R-E	R-PD6	12516616051	U(PCD)	R-PD5	12528712058	R-E	R-PD7	13831797001	U(ML)	R-PD7
12508416024	R-E	R-PD6	12516616052	U(PCD)	R-PD5	12528712059	R-E	R-PD7	13831797002	U(ML)	R-PD7
12508416025	R-E	R-PD6	12516616053	U(PCD)	R-PD5	12528712060	R-E	R-PD7	13831797003	U(ML)	R-PD7
12508416026	R-E	R-PD6	12516616054	U(PCD)	R-PD5	12528712061	R-E	R-PD7	13831810001	U(ML)	R-PD7
12508416027	R-E	R-PD6	12516616055	U(PCD)	R-PD5	12528712062	R-E	R-PD7	13831810002	U(ML)	R-PD7
12508416028	R-E	R-PD6	12516616056	U(PCD)	R-PD5	12528712063	R-E	R-PD7	13831810003	U(ML)	R-PD7
12508497001	R-E	R-PD6	12516616057	U(PCD)	R-PD5	12528712064	R-E	R-PD7	13831810004	U(ML)	R-PD7
12508497002	R-E	R-PD6	12516697001	R-E	R-PD6	12528712065	R-E	R-PD4	13831810005	U(ML)	R-PD7
12508497003	R-E	R-PD6	12516697002	R-E	R-PD6	12528712066	R-E	R-PD4	13831810006	U(ML)	R-PD7
12508497004	R-E	R-PD6	12516697003	R-E	R-PD6	12528712067	R-E	R-PD4	13831810007	U(ML)	R-PD7
12508497005	R-E	R-PD6	12516697004	U(PCD)	R-PD5	12528712068	R-E	R-PD4	13831810008	U(ML)	R-PD7
12508497006	R-E	R-PD6	12516697005	U(PCD)	R-PD5	12528712069	R-E	R-PD4	13831810009	U(ML)	R-PD7
12508497007	R-E	R-PD6	12516697006	U(PCD)	R-PD5	12528712070	R-E	R-PD4	13831810010	U(ML)	R-PD7
12508497008	R-E	R-PD6	12516697007	U(PCD)	R-PD5	12528712071	R-E	R-PD7	13831810011	U(ML)	R-PD7
12508610001	U(PCD)	R-PD2	12516697008	U(PCD)	R-PD5	12528810001	R-E	R-PD6	13831810012	U(ML)	R-PD7
12508610002	U(PCD)	R-PD2	12516697009	U(PCD)	R-PD5	12528810002	R-E	R-PD6	13831810013	U(ML)	R-PD7
12508610003	U(PCD)	R-PD2	12516697010	U(PCD)	R-PD5	12528810003	R-E	R-PD6	13831810014	U(ML)	R-PD7
12508610004	U(PCD)	R-PD2	12516697011	U(PCD)	R-PD5	12528810004	R-E	R-PD6	13831810015	U(ML)	R-PD7

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PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508610005	U(PCD)	R-PD2	12516697012	U(PCD)	R-PD5	12528810005	R-E	R-PD6	13831810016	U(ML)	R-PD7
12508610006	U(PCD)	R-PD2	12516697013	U(PCD)	R-PD5	12528810006	R-E	R-PD6	13831810017	U(ML)	R-PD7
12508610007	U(PCD)	R-PD2	12516697014	U(PCD)	R-PD5	12528810007	R-E	R-PD6	13831810018	U(ML)	R-PD7
12508610008	U(PCD)	R-PD2	12516697015	U(PCD)	R-PD5	12528810008	R-E	R-PD6	13831810019	U(ML)	R-PD7
12508610009	U(PCD)	R-PD2	12516712001	R-E	R-PD6	12528810009	R-E	R-PD6	13831810020	U(ML)	R-PD7
12508610010	U(PCD)	R-PD2	12516712002	R-E	R-PD6	12528810010	R-E	R-PD6	13831810021	U(ML)	R-PD7
12508610011	U(PCD)	R-PD2	12516712003	R-E	R-PD6	12528810011	R-E	R-PD6	13831810022	U(ML)	R-PD7
12508610012	U(PCD)	R-PD2	12516712004	R-E	R-PD6	12528810012	R-E	R-PD6	13831810023	U(ML)	R-PD7
12508610013	U(PCD)	R-PD2	12516712005	R-E	R-PD6	12528810013	R-E	R-PD6	13831810024	U(ML)	R-PD7
12508610014	U(PCD)	R-PD2	12516712006	R-E	R-PD6	12528810014	R-E	R-PD6	13831810025	U(ML)	R-PD7
12508610015	U(PCD)	R-PD2	12516712007	R-E	R-PD6	12528810015	R-E	R-PD6	13831810026	U(ML)	R-PD7
12508610016	U(PCD)	R-PD2	12516712008	R-E	R-PD6	12528810016	R-E	R-PD6	13831810027	U(ML)	R-PD7
12508610017	U(PCD)	R-PD2	12516712009	R-E	R-PD6	12528810017	R-E	R-PD6	13831810028	U(ML)	R-PD7
12508610018	U(PCD)	R-PD2	12516712010	R-E	R-PD6	12528810018	R-E	R-PD6	13831810029	U(ML)	R-PD7
12508610019	U(PCD)	R-PD2	12516712011	R-E	R-PD6	12528810019	R-E	R-PD6	13831810030	U(ML)	R-PD7
12508610020	U(PCD)	R-PD2	12516712012	R-E	R-PD6	12528810020	R-E	R-PD6	13831810031	U(ML)	R-PD7
12508610021	U(PCD)	R-PD2	12516712013	R-E	R-PD6	12528810021	R-E	R-PD6	13831810032	U(ML)	R-PD7
12508610022	U(PCD)	R-PD2	12516712014	R-E	R-PD6	12528810022	R-E	R-PD6	13831810033	U(ML)	R-PD7
12508610023	U(PCD)	R-PD2	12516712015	R-E	R-PD6	12528810023	R-E	R-PD6	13831810034	U(ML)	R-PD7
12508610024	U(PCD)	R-PD2	12516712016	R-E	R-PD6	12528810024	R-E	R-PD6	13831810035	U(ML)	R-PD7
12508610025	U(PCD)	R-PD2	12516712017	R-E	R-PD6	12528810025	R-E	R-PD6	13831810036	U(ML)	R-PD7
12508610026	U(PCD)	R-PD2	12516712018	R-E	R-PD6	12528810026	R-E	R-PD6	13831810037	U(ML)	R-PD7
12508610027	U(PCD)	R-PD2	12516712019	R-E	R-PD6	12528810027	R-E	R-PD6	13831810038	U(ML)	R-PD7
12508610028	U(PCD)	R-PD2	12516712020	R-E	R-PD6	12528810028	R-E	R-PD6	13831810039	U(ML)	R-PD7
12508610029	U(PCD)	R-PD2	12516712021	R-E	R-PD6	12528810029	R-E	R-PD6	13831810040	U(ML)	R-PD7
12508610030	U(PCD)	R-PD2	12516712022	R-E	R-PD6	12528810030	R-E	R-PD6	13831810041	U(ML)	R-PD7
12508610031	U(PCD)	R-PD2	12516712023	R-E	R-PD6	12528810031	R-E	R-PD6	13831810042	U(ML)	R-PD7
12508610032	U(PCD)	R-PD2	12516712024	R-E	R-PD6	12528810032	R-E	R-PD6	13831810043	U(ML)	R-PD7
12508610033	U(PCD)	R-PD2	12516712025	R-E	R-PD6	12528810033	R-E	R-PD6	13831810044	U(ML)	R-PD7
12508610034	U(PCD)	R-PD2	12516712026	R-E	R-PD6	12528810034	R-E	R-PD6	13831810045	U(ML)	R-PD7
12508610035	U(PCD)	R-PD2	12516712027	R-E	R-PD6	12528810035	R-E	R-PD6	13831812009	U(ML)	R-PD7
12508610036	U(PCD)	R-PD2	12516712028	R-E	R-PD6	12528810036	R-E	R-PD6	13831812010	U(ML)	R-PD7
12508610037	U(PCD)	R-PD2	12516712029	R-E	R-PD6	12528810037	R-E	R-PD6	13831812011	U(ML)	R-PD7
12508610038	U(PCD)	R-PD2	12516712030	R-E	R-PD6	12528810038	R-E	R-PD6	13831812012	U(ML)	R-PD7
12508610039	U(PCD)	R-PD2	12516712031	R-E	R-PD6	12528810039	R-E	R-PD6	13831812013	U(ML)	R-PD7
12508610040	U(PCD)	R-PD2	12516712032	R-E	R-PD6	12528810040	R-E	R-PD6	13831812014	U(ML)	R-PD7
12508610041	U(PCD)	R-PD2	12516712033	R-E	R-PD6	12528810041	R-E	R-PD6	13831812015	U(ML)	R-PD7
12508610042	U(PCD)	R-PD2	12516712034	R-E	R-PD6	12528810042	R-E	R-PD6	13831812016	U(ML)	R-PD7
12508610043	U(PCD)	R-PD2	12516712035	R-E	R-PD6	12528810043	R-E	R-PD6	13831812017	U(ML)	R-PD7
12508610044	U(PCD)	R-PD2	12516712036	R-E	R-PD6	12528810044	R-E	R-PD6	13831812018	U(ML)	R-PD7
12508610045	U(PCD)	R-PD2	12516712037	R-E	R-PD6	12528810045	R-E	R-PD6	13831812019	U(ML)	R-PD7
12508610046	U(PCD)	R-PD2	12516712038	R-E	R-PD6	12528810046	R-E	R-PD6	13831812020	U(ML)	R-PD7
12508611001	U(PCD)	R-PD2	12516712039	R-E	R-PD6	12528810047	R-E	R-PD6	13831812021	U(ML)	R-PD7
12508611002	U(PCD)	R-PD2	12516712040	R-E	R-PD6	12528810048	R-E	R-PD6	13831812022	U(ML)	R-PD7
12508611003	U(PCD)	R-PD2	12516712041	R-E	R-PD6	12528810049	R-E	R-PD6	13831812023	U(ML)	R-PD7
12508611004	U(PCD)	R-PD2	12516712042	R-E	R-PD6	12528810050	R-E	R-PD6	13831812024	U(ML)	R-PD7
12508611005	U(PCD)	R-PD2	12516712043	R-E	R-PD6	12528810051	R-E	R-PD6	13831812025	U(ML)	R-PD7
12508611006	U(PCD)	R-PD2	12516712044	R-E	R-PD6	12528810052	R-E	R-PD6	13831812026	U(ML)	R-PD7
12508611007	U(PCD)	R-PD2	12516712045	R-E	R-PD6	12528810053	R-E	R-PD6	13831812027	U(ML)	R-PD7
12508611008	U(PCD)	R-PD2	12516712046	R-E	R-PD6	12528810054	R-E	R-PD6	13831812028	U(ML)	R-PD7
12508611009	U(PCD)	R-PD2	12516712047	R-E	R-PD6	12528810055	R-E	R-PD6	13831812029	U(ML)	R-PD7
12508611010	U(PCD)	R-PD2	12516712048	R-E	R-PD6	12528810056	R-E	R-PD6	13831812030	U(ML)	R-PD7
12508611011	U(PCD)	R-PD2	12516712049	R-E	R-PD6	12528810057	R-E	R-PD6	13831812031	U(ML)	R-PD7
12508611012	U(PCD)	R-PD2	12516712050	R-E	R-PD6	12528810058	R-E	R-PD6	13831812032	U(ML)	R-PD7
12508611013	U(PCD)	R-PD2	12516712051	R-E	R-PD6	12528810059	R-E	R-PD6	13831812033	U(ML)	R-PD7
12508611014	U(PCD)	R-PD2	12516712052	R-E	R-PD6	12528810060	R-E	R-PD6	13831812034	U(ML)	R-PD7

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Prepared 7/6/2001

PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508711001	R-E	R-PD3	12516713032	R-E	R-PD6	12528815021	R-E	R-PD6	13831816023	U(M)	R-PD10
12508711002	R-E	R-PD3	12516713033	R-E	R-PD6	12528815022	R-E	R-PD6	13831816024	U(M)	R-PD10
12508711003	R-E	R-PD3	12516713034	R-E	R-PD6	12528815023	R-E	R-PD6	13831816025	U(M)	R-PD10
12508711006	R-E	R-PD3	12516713035	R-E	R-PD6	12528815024	R-E	R-PD6	13831816026	U(M)	R-PD10
12508711007	R-E	R-PD3	12516713036	R-E	R-PD6	12528815025	R-E	R-PD6	13831816027	U(M)	R-PD10
12508711008	R-E	R-PD3	12516713037	R-E	R-PD6	12528815026	R-E	R-PD6	13831816028	U(M)	R-PD10
12508711009	R-E	R-PD3	12516713038	R-E	R-PD6	12528815027	R-E	R-PD6	13831816029	U(M)	R-PD10
12508711010	R-E	R-PD3	12516713039	R-E	R-PD6	12528815028	R-E	R-PD6	13831816030	U(M)	R-PD10
12508711011	R-E	R-PD3	12516713040	R-E	R-PD6	12528815029	R-E	R-PD6	13831816031	U(M)	R-PD10
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12508711013	R-E	R-PD3	12516713042	R-E	R-PD6	12528815031	R-E	R-PD6	13831816033	U(M)	R-PD10
12508711014	R-E	R-PD3	12516713043	R-E	R-PD6	12528815032	R-E	R-PD6	13831816034	U(M)	R-PD10
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12508711016	R-E	R-PD3	12516713045	R-E	R-PD6	12528815034	R-E	R-PD6	13831816036	U(M)	R-PD10
12508711017	R-E	R-PD3	12516713046	R-E	R-PD6	12528815035	R-E	R-PD6	13831816037	U(M)	R-PD10
12508711018	R-E	R-PD3	12516713047	R-E	R-PD6	12528815036	R-E	R-PD6	13831816038	U(M)	R-PD10
12508711019	R-E	R-PD3	12516713048	R-E	R-PD6	12528815037	R-E	R-PD6	13831816039	U(M)	R-PD10
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12508711025	R-E	R-PD3	12516714001	R-E	R-PD6	12528815043	R-E	R-PD6	13831816045	U(M)	R-PD10
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12508711027	R-E	R-PD3	12516714003	R-E	R-PD6	12528815045	R-E	R-PD6	13831816047	U(M)	R-PD10
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12508711032	R-E	R-PD3	12516714008	R-E	R-PD6	12528815050	R-E	R-PD6	13831897002	U(M)	R-PD7
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12508712001	R-E	R-PD4	12516714012	R-E	R-PD6	12528816001	R-E	R-PD6	13831897006	U(M)	R-PD10
12508712002	R-E	R-PD4	12516714013	R-E	R-PD6	12528816002	R-E	R-PD6	13832413001	U(M)	R-PD10
12508712003	R-E	R-PD4	12516714014	R-E	R-PD6	12528816003	R-E	R-PD6	13832413002	U(M)	R-PD10
12508712004	R-E	R-PD4	12516714015	R-E	R-PD6	12528816004	R-E	R-PD6	13832413003	U(M)	R-PD10
12508712005	R-E	R-PD4	12516714016	R-E	R-PD6	12528816005	R-E	R-PD6	13832413004	U(M)	R-PD10
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12508712016	R-E	R-PD4	12516714027	R-E	R-PD6	12528816016	R-E	R-PD6	13832414006	U(M)	R-PD10
12508712017	R-E	R-PD4	12516714028	R-E	R-PD6	12528816017	R-E	R-PD6	13832414007	U(M)	R-PD10
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