

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. 66**

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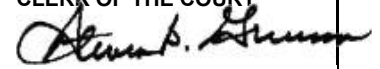
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15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 180 LAND CO LLC, a Nevada limited liability
18 company, FORE STARS, LTD., a Nevada
19 limited liability company and SEVENTY
20 ACRES, LLC, a Nevada limited liability
21 company, DOE INDIVIDUALS I-X, DOE
22 CORPORATIONS I-X, and DOE LIMITED
23 LIABILITY COMPANIES I-X,

24 Plaintiffs,

25 v.

26 CITY OF LAS VEGAS, a political subdivision of
27 the State of Nevada; ROE GOVERNMENT
28 ENTITIES I-X; ROE CORPORATIONS I-X;
29 ROE INDIVIDUALS I-X; ROE LIMITED-
30 LIABILITY COMPANIES I-X; ROE QUASI-
31 GOVERNMENTAL ENTITIES I-X,

32 Defendants.

CASE NO.: A-17-758528-J

DEPT. NO.: XVI

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

VOLUME 9

33 The City of Las Vegas ("City") submits this Appendix of Exhibits in Support of the City's
34 Opposition to Plaintiff's Motion to Determine Take and For Summary Judgment on the First, Third,
35 and Fourth Claims for Relief and its Countermotion for Summary Judgment.

Exhibit	Exhibit Description	Vol.	Bates No.
A	City records regarding Ordinance No. 2136 (Annexing 2,246 acres to the City of Las Vegas)	1	0001-0011
B	City records regarding Peccole Land Use Plan and Z-34-81 rezoning application	1	0012-0030

Exhibit	Exhibit Description	Vol.	Bates No.
C	City records regarding Venetian Foothills Master Plan and Z-30-86 rezoning application	1	0031-0050
D	Excerpts of the 1985 City of Las Vegas General Plan	1	0051-0061
E	City records regarding Peccole Ranch Master Plan and Z-139-88 phase I rezoning application	1	0062-0106
F	City records regarding Z-40-89 rezoning application	1	0107-0113
G	Ordinance No. 3472 and related records	1	0114-0137
H	City records regarding Amendment to Peccole Ranch Master Plan and Z-17-90 phase II rezoning application	1	0138-0194
I	Excerpts of 1992 City of Las Vegas General Plan	2	0195-0248
J	City records related to Badlands Golf Course expansion	2	0249-0254
K	Excerpt of land use case files for GPA-24-98 and GPA-6199	2	0255-0257
L	Ordinance No. 5250 and Excerpts of Las Vegas 2020 Master Plan	2	0258-0273
M	Miscellaneous Southwest Sector Land Use Maps from 2002-2005	2	0274-0277
N	Ordinance No. 5787 and Excerpts of 2005 Land Use Element	2	0278-0291
O	Ordinance No. 6056 and Excerpts of 2009 Land Use & Rural Neighborhoods Preservation Element	2	0292-0301
P	Ordinance No. 6152 and Excerpts of 2012 Land Use & Rural Neighborhoods Preservation Element	2	0302-0317
Q	Ordinance No. 6622 and Excerpts of 2018 Land Use & Rural Neighborhoods Preservation Element	2	0318-0332
R	Ordinance No. 1582	2	0333-0339
S	Ordinance No. 4073 and Excerpt of the 1997 City of Las Vegas Zoning Code	2	0340-0341
T	Ordinance No. 5353	2	0342-0361
U	Ordinance No. 6135 and Excerpts of City of Las Vegas Unified Development Code adopted March 16, 2011	2	0362-0364
V	Deeds transferring ownership of the Badlands Golf Course	2	0365-0377
W	Third Revised Justification Letter regarding the Major Modification to the 1990 Conceptual Peccole Ranch Master Plan	2	0378-0381
X	Parcel maps recorded by the Developer subdividing the Badlands Golf Course	3	0382-0410
Y	EHB Companies promotional materials	3	0411-0445
Z	General Plan Amendment (GPA-62387), Rezoning (ZON-62392) and Site Development Plan Review (SDR-62393) applications	3	0446-0466
AA	Staff Report regarding 17-Acre Applications	3	0467-0482

Exhibit	Exhibit Description	Vol.	Bates No.
BB	Major Modification (MOD-63600), Rezoning (ZON-63601), General Plan Amendment (GPA-63599), and Development Agreement (DIR-63602) applications	3	0483-0582
CC	Letter requesting withdrawal of MOD-63600, GPA-63599, ZON-63601, DIR-63602 applications	4	0583
DD	Transcript of February 15, 2017 City Council meeting	4	0584-0597
EE	Judge Crockett's March 5, 2018 order granting Queensridge homeowners' petition for judicial review, Case No. A-17-752344-J	4	0598-0611
FF	Docket for NSC Case No. 75481	4	0612-0623
GG	Complaint filed by Fore Stars Ltd. and Seventy Acres LLC, Case No. A-18-773268-C	4	0624-0643
HH	General Plan Amendment (GPA-68385), Site Development Plan Review (SDR-68481), Tentative Map (TMP-68482), and Waiver (68480) applications	4	0644-0671
II	June 21, 2017 City Council meeting minutes and transcript excerpt regarding GPA-68385, SDR-68481, TMP-68482, and 68480.	4	0672-0679
JJ	Docket for Case No. A-17-758528-J	4	0680-0768
KK	Judge Williams' Findings of Fact and Conclusions of Law, Case No. A-17-758528-J	5	0769-0793
LL	Development Agreement (DIR-70539) application	5	0794-0879
MM	August 2, 2017 City Council minutes regarding DIR-70539	5	0880-0882
NN	Judge Sturman's February 15, 2019 minute order granting City's motion to dismiss, Case No. A-18-775804-J	5	0883
OO	Excerpts of August 2, 2017 City Council meeting transcript	5	0884-0932
PP	Final maps for Amended Peccole West and Peccole West Lot 10	5	0933-0941
QQ	Excerpt of the 1983 Edition of the Las Vegas Municipal Code	5	0942-0951
RR	Ordinance No. 2185	5	0952-0956
SS	1990 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0957
TT	1996 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0958
UU	1998 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0959

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Exhibit	Exhibit Description	Vol.	Bates No.
VV	2015 aerial photograph identifying Phase I and Phase II boundaries, retail development, hotel/casino, and Developer projects, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0960
WW	2015 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0961
XX	2019 aerial photograph identifying Phase I and Phase II boundaries, and current assessor parcel numbers for the Badlands property, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0962
YY	2019 aerial photograph identifying Phase I and Phase II boundaries, and areas subject to inverse condemnation litigation, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0963
ZZ	2019 aerial photograph identifying areas subject to proposed development agreement (DIR-70539), produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0964
AAA	Membership Interest Purchase and Sale Agreement	6	0965-0981
BBB	Transcript of May 16, 2018 City Council meeting	6	0982-0998
CCC	City of Las Vegas' Amicus Curiae Brief, <i>Seventy Acres, LLC v. Binion</i> , Nevada Supreme Court Case No. 75481	6	0999-1009
DDD	Nevada Supreme Court March 5, 2020 Order of Reversal, <i>Seventy Acres, LLC v. Binion</i> , Nevada Supreme Court Case No. 75481	6	1010-1016
EEE	Nevada Supreme Court August 24, 2020 Remittitur, <i>Seventy Acres, LLC v. Binion</i> , Nevada Supreme Court Case No. 75481	6	1017-1018
FFF	March 26, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlements on 17 Acres	6	1019-1020
GGG	September 1, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Final Entitlements for 435-Unit Housing Development Project in Badlands	6	1021-1026
HHH	Complaint Pursuant to 42 U.S.C. § 1983, <i>180 Land Co. LLC et al. v. City of Las Vegas, et al.</i> , 18-cv-00547 (2018)	6	1027-1122
III	9th Circuit Order in <i>180 Land Co. LLC; et al v. City of Las Vegas, et al.</i> , 18-cv-0547 (Oct. 19, 2020)	6	1123-1127
JJJ	Plaintiff Landowners' Second Supplement to Initial Disclosures Pursuant to NRCP 16.1 in 65-Acre case	6	1128-1137
LLL	Bill No. 2019-48: Ordinance No. 6720	7	1138-1142

Exhibit	Exhibit Description	Vol.	Bates No.
MMM	Bill No. 2019-51: Ordinance No. 6722	7	1143-1150
NNN	March 26, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlement Requests for 65 Acres	7	1151-1152
OOO	March 26, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlement Requests for 133 Acres	7	1153-1155
PPP	April 15, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlement Requests for 35 Acres	7	1156-1157
QQQ	Valbridge Property Advisors, Lubawy & Associates Inc., Appraisal Report (Aug. 26, 2015)	7	1158-1247
RRR	Notice of Entry of Order Adopting the Order of the Nevada Supreme Court and Denying Petition for Judicial Review	7	1248-1281
SSS	Letters from City of Las Vegas Approval Letters for 17-Acre Property (Feb. 16, 2017)	8	1282-1287
TTT	Reply Brief of Appellants 180 Land Co. LLC, Fore Stars, LTD, Seventy Acres LLC, and Yohan Lowie in <i>180 Land Co LLC et al v. City of Las Vegas</i> , Court of Appeals for the Ninth Circuit Case No. 19-16114 (June 23, 2020)	8	1288-1294
UUU	Excerpt of Reporter's Transcript of Hearing on City of Las Vegas' Motion to Compel Discovery Responses, Documents and Damages Calculation and Related Documents on Order Shortening Time in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528-J (Nov. 17, 2020)	8	1295-1306
VVV	Plaintiff Landowners' Sixteenth Supplement to Initial Disclosures in <i>180 Land Co., LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528-J (Nov. 10, 2020)	8	1307-1321
WWW	Excerpt of Transcript of Las Vegas City Council Meeting (Aug. 2, 2017)	8	1322-1371
XXX	Notice of Entry of Findings of Facts and Conclusions of Law on Petition for Judicial Review in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528-J (Nov. 26, 2018)	8	1372-1399
YYY	Notice of Entry of Order <i>Nunc Pro Tunc</i> Regarding Findings of Fact and Conclusion of Law Entered November 21, 2019 in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528 (Feb. 6, 2019)	8	1400-1405
ZZZ	City of Las Vegas Agenda Memo – Planning, for City Council Meeting June 21, 2017, Re: GPA-68385, WVR-68480, SDR-68481, and TMP-68482 [PRJ-67184]	8	1406-1432

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Exhibit	Exhibit Description	Vol.	Bates No.
AAAA	Excerpts from the Land Use and Rural Neighborhoods Preservation Element of the City's 2020 Master Plan adopted by the City Council of the City on September 2, 2009	8	1433-1439
BBBB	Summons and Complaint for Declaratory Relief and Injunctive Relief, and Verified Claims in Inverse Condemnation in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No.A-18-780184-C	8	1440-1477
CCCC	Notice of Entry of Findings of Fact and Conclusions of Law Granting City of Las Vegas' Motion for Summary Judgment in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No.A-18-780184-C (Dec. 30, 2020)	8	1478-1515
DDDD	Peter Lowenstein Declaration	9	1516-1522
DDDD-1	Exhibit 1 to Peter Lowenstein Declaration: Diagram of Existing Access Points	9	1523-1526
DDDD-2	Exhibit 2 to Peter Lowenstein Declaration: July 5, 2017 Email from Mark Colloton	9	1527-1531
DDDD-3	Exhibit 3 to Peter Lowenstein Declaration: June 28, 2017 Permit application	9	1532-1533
DDDD-4	Exhibit 4 to Peter Lowenstein Declaration: June 29, 2017 Email from Mark Colloton re Rampart and Hualapai	9	1534-1536
DDDD-5	Exhibit 5 to Peter Lowenstein Declaration: August 24, 2017 Letter from City Department of Planning	9	1537
DDDD-6	Exhibit 6 to Peter Lowenstein Declaration: July 26, 2017 Email from Peter Lowenstein re Wall Fence	9	1538
DDDD-7	Exhibit 7 to Peter Lowenstein Declaration: August 10, 2017 Application for Walls, Fences, or Retaining Walls; related materials	9	1539-1546
DDDD-8	Exhibit 8 to Peter Lowenstein Declaration: August 24, 2017 Email from Steve Gebeke	9	1547-1553
DDDD-9	Exhibit 9 to Peter Lowenstein Declaration: Bill No. 2018-24	9	1554-1569
DDDD-10	Exhibit 10 to Peter Lowenstein Declaration: Las Vegas City Council Ordinance No. 6056 and excerpts from Land Use & Rural Neighborhoods Preservation Element	9	1570-1577
DDDD-11	Exhibit 11 to Peter Lowenstein Declaration: documents submitted to Las Vegas Planning Commission by Jim Jimmerson at February 14, 2017 Planning Commission meeting	9	1578-1587
EEEE	GPA-72220 application form	9	1588-1590
FFFF	Chris Molina Declaration	9	1591-1605
FFFF-1	Fully Executed Copy of Membership Interest Purchase and Sale Agreement for Fore Stars Ltd.	9	1606-1622

Exhibit	Exhibit Description	Vol.	Bates No.
FFFF-2	Summary of Communications between Developer and Peccole family regarding acquisition of Badlands Property	9	1623-1629
FFFF-3	Reference map of properties involved in transactions between Developer and Peccole family	9	1630
FFFF-4	Excerpt of appraisal for One Queensridge place dated October 13, 2005	9	1631-1632
FFFF-5	Site Plan Approval for One Queensridge Place (SDR-4206)	9	1633-1636
FFFF-6	Securities Redemption Agreement dated September 14, 2005	9	1637-1654
FFFF-7	Securities Purchase Agreement dated September 14, 2005	9	1655-1692
FFFF-8	Badlands Golf Course Clubhouse Improvement Agreement dated September 6, 2005	9	1693-1730
FFFF-9	Settlement Agreement and Mutual Release dated June 28, 2013	10	1731-1782
FFFF-10	June 12, 2014 emails and Letter of Intent regarding the Badlands Golf Course	10	1783-1786
FFFF-11	July 25, 2014 email and initial draft of Golf Course Purchase Agreement	10	1787-1813
FFFF-12	August 26, 2014 email from Todd Davis and revised purchase agreement	10	1814-1843
FFFF-13	August 27, 2014 email from Billy Bayne regarding purchase agreement	10	1844-1846
FFFF-14	September 15, 2014 email and draft letter to BGC Holdings LLC regarding right of first refusal	10	1847-1848
FFFF-15	November 3, 2014 email regarding BGC Holdings LLC	10	1849-1851
FFFF-16	November 26, 2014 email and initial draft of stock purchase and sale agreement	10	1852-1870
FFFF-17	December 1, 2015 emails regarding stock purchase agreement	10	1871-1872
FFFF-18	December 1, 2015 email and fully executed signature page for stock purchase agreement	10	1873-1874
FFFF-19	December 23, 2014 emails regarding separation of Fore Stars Ltd. and WRL LLC acquisitions into separate agreements	10	1875-1876
FFFF-20	February 19, 2015 emails regarding notes and clarifications to purchase agreement	10	1877-1879
FFFF-21	February 26, 2015 email regarding revised purchase agreements for Fore Stars Ltd. and WRL LLC	10	1880
FFFF-22	February 27, 2015 emails regarding revised purchase agreements for Fore Stars Ltd. and WRL LLC	10	1881-1882
FFFF-23	Fully executed Membership Interest Purchase Agreement for WRL LLC	10	1883-1890

Exhibit	Exhibit Description	Vol.	Bates No.
FFFF-24	June 12, 2015 email regarding clubhouse parcel and recorded parcel map	10	1891-1895
FFFF-25	Quitclaim deed for Clubhouse Parcel from Queensridge Towers LLC to Fore Stars Ltd.	10	1896-1900
FFFF-26	Record of Survey for Hualapai Commons Ltd.	10	1901
FFFF-27	Deed from Hualapai Commons Ltd. to EHC Hualapai LLC	10	1902-1914
FFFF-28	Purchase Agreement between Hualapai Commons Ltd. and EHC Hualapai LLC	10	1915-1931
FFFF-29	City of Las Vegas' First Set of Interrogatories to Plaintiff	10	1932-1945
FFFF-30	Plaintiff 180 Land Company LLC's Responses to City of Las Vegas' First Set of Interrogatories to Plaintiff, 3 rd Supplement	10	1946-1973
FFFF-31	City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff	11	1974-1981
FFFF-32	Plaintiff 180 Land Company LLC's Response to Defendant City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff	11	1982-1989
FFFF-33	September 14, 2020 Letter to Plaintiff regarding Response to Second Set of Requests for Production of Documents	11	1990-1994
FFFF-34	First Supplement to Plaintiff Landowners Response to Defendant City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff	11	1995-2002
FFFF-35	Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time	11	2003-2032
FFFF-36	Transcript of November 17, 2020 hearing regarding City's Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time	11	2033-2109
FFFF-37	February 24, 2021 Order Granting in Part and denying in part City's Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time	11	2110-2118
FFFF-38	April 1, 2021 Letter to Plaintiff regarding February 24, 2021 Order	11	2119-2120
FFFF-39	April 6, 2021 email from Elizabeth Ghanem Ham regarding letter dated April 1, 2021	11	2121-2123
FFFF-40	Hydrologic Criteria and Drainage Design Manual, Section 200	11	2124-2142
FFFF-41	Hydrologic Criteria and Drainage Design Manual, Standard Form 1	11	2143
FFFF-42	Hydrologic Criteria and Drainage Design Manual, Standard Form 2	11	2144-2148
FFFF-43	Email correspondence regarding minutes of August 13, 2018 meeting with GCW regarding Technical Drainage Study	11	2149-2152

Exhibit	Exhibit Description	Vol.	Bates No.
FFFF-44	Excerpts from Peccole Ranch Master Plan Phase II regarding drainage and open space	11	2153-2159
FFFF-45	Aerial photos and demonstrative aids showing Badlands open space and drainage system	11	2160-2163
FFFF-46	August 16, 2016 letter from City Streets & Sanitation Manager regarding Badlands Golf Course Drainage Maintenance	11	2164-2166
FFFF-47	Excerpt from EHB Companies promotional materials regarding security concerns and drainage culverts	11	2167
GGGG	Landowners' Reply in Support of Countermotion for Judicial Determination of Liability on the Landowners' Inverse Condemnation Claims Etc. in <i>180 Land Co., LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528-J (March 21, 2019)	11	2168-2178
HHHH	State of Nevada State Board of Equalization Notice of Decision, <i>In the Matter of Fore Star Ltd., et al.</i> (Nov. 30, 2017)	11	2179-2183
IIII	Clark County Real Property Tax Values	11	2184-2199
JJJJ	Clark County Tax Assessor's Property Account Inquiry - Summary Screen	11	2200-2201
KKKK	February 22, 2017 Clark County Assessor Letter to 180 Land Co. LLC, re Assessor's Golf Course Assessment	11	2202
LLLL	Petitioner's Opening Brief, <i>In the matter of 180 Land Co. LLC</i> (Aug. 29, 2017), State Board of Equalization	12	2203-2240
MMMM	September 21, 2017 Clark County Assessor Stipulation for the State Board of Equalization	12	2241
NNNN	Excerpt of Reporter's Transcript of Hearing in <i>180 Land Co. v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528-J (Feb. 16, 2021)	12	2242-2293
OOOO	June 28, 2016 Letter from Mark Colloton re: Reasons for Access Points Off Hualapai Way and Rampart Blvd.	12	2294-2299
PPPP	Transcript of City Council Meeting (May 16, 2018)	12	2300-2375
QQQQ	Supplemental Declaration of Seth T. Floyd	13	2376-2379
QQQQ-1	1981 Peccole Property Land Use Plan	13	2380
QQQQ-2	1985 Las Vegas General Plan	13	2381-2462
QQQQ-3	1975 General Plan	13	2463-2558
QQQQ-4	Planning Commission meeting records regarding 1985 General Plan	14	2559-2786
QQQQ-5	1986 Venetian Foothills Master Plan	14	2787
QQQQ-6	1989 Peccole Ranch Master Plan	14	2788
QQQQ-7	1990 Master Development Plan Amendment	14	2789
QQQQ-8	Citizen's Advisory Committee records regarding 1992 General Plan	14	2790-2807

Exhibit	Exhibit Description	Vol.	Bates No.
QQQQ-9	1992 Las Vegas General Plan	15-16	2808-3257
QQQQ-10	1992 Southwest Sector Map	17	3258
QQQQ-11	Ordinance No. 5250 (Adopting 2020 Master Plan)	17	3259-3266
QQQQ-12	Las Vegas 2020 Master Plan	17	3267-3349
QQQQ-13	Ordinance No. 5787 (Adopting 2005 Land Use Element)	17	3350-3416
QQQQ-14	2005 Land Use Element	17	3417-3474
QQQQ-15	Ordinance No. 6056 (Adopting 2009 Land Use and Rural Neighborhoods Preservation Element)	17	3475-3479
QQQQ-16	2009 Land Use and Rural Neighborhoods Preservation Element	18	3480-3579
QQQQ-17	Ordinance No. 6152 (Adopting revisions to 2009 Land Use and Rural Neighborhoods Preservation Element)	18	3580-3589
QQQQ-18	Ordinance No. 6622 (Adopting 2018 Land Use and Rural Neighborhoods Preservation Element)	18	3590-3600
QQQQ-19	2018 Land Use & Rural Neighborhoods Preservation Element	18	3601-3700

DATED this 25th day of August 2021.

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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 25th day of August, 2020, I caused a true and correct copy of the foregoing **APPENDIX OF EXHIBITS IN SUPPORT OF CITY’S OPPOSITION TO PLAINTIFF’S MOTION TO DETERMINE TAKE AND FOR SUMMARY JUDGMENT ON THE FIRST, THIRD, AND FOURTH CLAIMS FOR RELIEF AND COUNTERMOTION FOR SUMMARY JUDGMENT – VOLUME 9** to be electronically served 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.

/s/ Jelena Jovanovic

An employee of McDonald Carano LLP

EXHIBIT “DDDD”

1 Bryan K. Scott (NV Bar No. 4381)
Philip R. Byrnes (NV Bar No. 166)
2 LAS VEGAS CITY ATTORNEY'S OFFICE
495 South Main Street, 6th Floor
3 Las Vegas, Nevada 89101
Telephone: (702) 229-6629
4 Facsimile: (702) 386-1749
bscott@lasvegasnevada.gov
5 pbyrnes@lasvegasnevada.gov

6 (Additional Counsel Identified on Signature Page)

7 *Attorneys for Defendant City of Las Vegas*

8
9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**
11

12 180 LAND COMPANY, LLC, a Nevada limited liability
company, FORE STARS, LTD, SEVENTY ACRES,
13 LLC, DOE INDIVIDUALS I through X, DOE
CORPORATIONS I through X, DOE LIMITED
14 LIABILITY COMPANIES I through X,

15 Plaintiffs,

16 v.

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

20 Defendants.
21

Case No. A-18-780184-C

**DECLARATION OF PETER
LOWENSTEIN IN SUPPORT
OF CITY OF LAS VEGAS'S
OPPOSITION TO
DEVELOPER'S BRIEFS RE
EVIDENTIARY HEARING
AND RENEWED MOTION FOR
SUMMARY JUDGMENT**

22 I, PETER LOWENSTEIN, declare as follows:
23

24 1. I am the Deputy Director of Planning for the City of Las Vegas. I have held
25 this position since 2018 and have been an employee of the City's Planning Department since
26 January 6, 2003. I have personal knowledge of the facts set forth herein, except as to those
27 stated on information and belief and, as to those, I am informed and believe them to be true.
28 If called as a witness, I could and would competently testify to the matters stated herein. I

I

DECLARATION OF PETER LOWENSTEIN IN SUPPORT OF CITY OF LAS VEGAS' MOTION FOR SUMMARY
JUDGMENT

Case No. A-18-780184-C

1516

1 make this declaration in support of the City of Las Vegas's Opposition to Developer's Briefs
2 re Evidentiary Hearing and Renewed Motion for Summary Judgment.

3 **Requirements for obtaining building permits for access and fencing**

4 2. For a developer to build access or fencing on its property, either (a) the City
5 must approve a Site Development Plan Review (SDR) application for the development
6 project that addresses access and fencing, or (b) the developer must apply for a SDR
7 specifically to build access and/or fencing. *See* Las Vegas Municipal Code (LVMC)
8 19.16.100(B)(1) (SDR is "required for all proposed development in the City").

9 3. If the City has approved an SDR for the project that adequately addresses
10 construction of access and fencing, the developer can obtain a building permit for the access
11 and fencing through the City.

12 4. If the developer has no approved SDR for the project, the developer must apply
13 for an SDR to build access and fencing.

14 5. The Director of Planning has discretion to determine whether an SDR to build
15 access and fencing requires Major or Minor Review. LVMC 19.16.100(C)(1)(b).

16 6. A Site Development Plan that requires Minor Review may be approved
17 administratively by the Director of Planning. LVMC 19.16.100(F)(1). The Minor Review
18 process is started by submitting a pre-application conference requestor a building permit
19 application. LVMC 19.16.100(F)(2). Minor Site Development Plans for certain construction
20 types, including on-site walls and fences, are to be submitted and reviewed as part of a
21 building permit application. LVMC 19.16.100(F)(2)(a). Issuance of the building permit
22 constitutes approval of the minor review. *Id.* Minor Site Development Plans for other kinds
23 of development must be submitted in a Minor Site Development Plan Review application.
24 LVMC 19.16.100(F)(2)(b).

25 7. A Site Development Plan requires a Major Review and a public hearing if it
26 does not qualify for a Minor Review, if the Planning Commission or City Council has
27 determined, through prior action, that the improvements shall be processed as a Major
28 Review, or if the Director of Planning determines that it is necessary based on the proposed

1 development's impact on the land uses on the site or on surrounding properties. LVMC
2 19.16.100(G)(1). Major Review requires a pre-application conference, an application,
3 drawings and plans, and a Planning Commission hearing. LVMC 19.16.100(G)(2).

4 8. An SDR to build access and fencing will require a major review if the Director
5 of Planning determines that the construction of access or fencing could significantly impact
6 the land uses on the site or on surrounding properties. LVMC 19.16.100(G)(1)(b).

7 **The Developer's application for access**

8 9. On February 15, 2017, the City approved the construction of 435 luxury
9 housing units on the Developer's 17-Acre Property. At that time, the 17-Acre Property had
10 existing physical access through other contiguous property owned by the Developer at two
11 locations within the Badlands: on Rampart Boulevard and Alta Drive as shown in the
12 attached diagram. *See Exhibit 1.* The City's 17-Acre Approval required a Traffic Impact
13 Analysis prior to the issuance of any building or grading permits, including permits to
14 construct additional access or fencing. *See Exhibit 2.*

15 10. On June 28, 2017, the Developer applied to build three additional access points
16 to the Badlands, only one of which was on the 17-Acre Property. *See Exhibit 3; see also*
17 **Exhibit 4.**

18 11. On August 24, 2017, the Acting Director of the Department of Planning
19 informed the Developer that the proposed construction of additional access could
20 significantly impact the land uses on the site or on surrounding properties and that a major
21 development review would be required. *See Exhibit 5.*

22 12. The Developer never filed an application for major review of the additional
23 access the Developer proposed for the Badlands.

24 **The Developer's application for fencing**

25 13. In June and July of 2017, the Developer discussed with the City Planning
26 Department its intent to build fencing around the entire perimeter of the Badlands, without
27 filing a request for an SDR. *See Exhibit 6.*

1 14. Per LVMC 19.16.100.F.2.a.iii, a minor Site Development Plan Review for on-
2 site walls and fences is initiated by filing an application for a building permit.

3 15. On August 10, 2017, the Developer applied for a building permit for fencing
4 around ponds on the Badlands, thereby initiating a minor SDR. *See Exhibit 7.*

5 16. On August 24, 2017, the Acting Director of the Department of Planning
6 informed the Developer that the proposed fencing around the ponds could significantly
7 impact the land uses on the site or on surrounding properties and that a major review would
8 be required. *See Exhibit 7.*

9 17. On August 24, 2017, City Planning Staff provided the Developer with a pre-
10 application checklist to initiate the major review process for an SDR for both the access and
11 fencing permit requests. *See Exhibit 8.* City Planning Staff informed the developer that the
12 submittal deadline for the SDR had been extended. *Id.*

13 18. The Developer never filed an application for major review to construct access
14 or fencing. Accordingly, the City has not denied any Developer request to construct
15 additional access to the Badlands or to install fencing.

16 **Bill 2018-24**

17 19. The City adopted Bill 2018-24 on November 7, 2018. **Exhibit 9** at 1554, 1567.
18 The Bill imposed requirements on owners proposing to redevelop golf courses to provide
19 certain studies of the impact of the conversion and to engage the community in discussion
20 of their proposals. *Id.* at 1554.

21 20. The Bill also provided that if a golf course that would be subject to the Bill had
22 ceased operations or would be ceasing operations, the City “may notify the property owner
23 of the requirement to comply” with the Bill’s requirements. *Id.* at 1563. Within thirty days
24 after such notice, the property owner would be required to submit a closure maintenance
25 plan. *Id.* Such a maintenance plan was required to “[p]rovide documentation regarding
26 ongoing public access, access to utility easement, and plans to ensure that such access is
27 maintained.” *Id.* at 1564. The City never gave notice to the Developer to provide a
28 maintenance plan for the Badlands under Bill 2018-24, and the Developer never provided

1 the City with such a maintenance plan. The Developer closed the Badlands golf course to
2 the public in 2016. The City has never required the Developer to allow the public on the
3 Badlands, either before or after the Developer closed the golf course. The City has never
4 purported to give permission to any member of the public to occupy the Badlands.

5 **City's Aerial Exhibits**

6 21. The City's Exhibit SS is a true and correct copy of a 1990 aerial photograph
7 identifying Phase I and Phase II boundaries, produced by the City's Planning &
8 Development Department, Office of Geographic Information Systems (GIS).

9 22. The City's Exhibit TT is a true and correct copy of a 1996 aerial photograph
10 identifying Phase I and Phase II boundaries, produced by the City's Planning & Development
11 Department, Office of Geographic Information Systems (GIS).

12 23. The City's Exhibit UU is a true and correct copy of a 1998 aerial photograph
13 identifying Phase I and Phase II boundaries, produced by the City's Planning & Development
14 Department, Office of Geographic Information Systems (GIS).

15 24. The City's Exhibit VV is a true and correct copy of a 2015 aerial photograph
16 identifying Phase I and Phase II boundaries, retail development, hotel/casino, and Developer
17 projects, produced by the City's Planning & Development Department, Office of Geographic
18 Information Systems (GIS).

19 25. The City's Exhibit WW is a true and correct copy of a 2015 aerial photograph
20 identifying Phase I and Phase II boundaries, produced by the City's Planning & Development
21 Department, Office of Geographic Information Systems (GIS).

22 26. The City's Exhibit XX is a true and correct copy of a 2019 aerial photograph
23 identifying Phase I and Phase II boundaries, and current assessor parcel numbers for the
24 Badlands property, produced by the City's Planning & Development Department, Office of
25 Geographic Information Systems (GIS).

26 27. The City's Exhibit YY is a true and correct copy of a 2019 aerial photograph
27 identifying Phase I and Phase II boundaries, and areas subject to inverse condemnation
28

1 litigation, produced by the City's Planning & Development Department, Office of
2 Geographic Information Systems (GIS).

3 28. The City's Exhibit ZZ is a true and correct copy of a 2019 aerial photograph
4 identifying areas subject to proposed development agreement (DIR-70539), produced by the
5 City's Planning & Development Department, Office of Geographic Information Systems
6 (GIS).

7 29. The City's Exhibit 1 is a true and correct copy of an aerial image showing the
8 existing and proposed access to the Badlands property, and the area where the Developer
9 proposed to construct fencing.

10 **The pyramid showing that zoning is subordinate to the General Plan**

11 30. Attached as Exhibit 10 is a true and correct copy of Las Vegas City Council
12 Ordinance No. 6056, adopted on September 2, 2009. In this ordinance, the City Council
13 adopted the City of Las Vegas' Land Use & Rural Neighborhoods Preservation Element of
14 the Las Vegas 2020 Master Plan that had been approved by the City Council on August 5,
15 2009 (relevant excerpts from the Land Use & Rural Neighborhoods Preservation Element
16 are also attached).


17 31. The pyramid graphic depicted in the attached excerpt along with the associated
18 text has not changed since its adoption in 2009 and it is still in the Land Use & Rural
19 Neighborhoods Preservation Element today.

20 32. Attached as Exhibit 11 is a true and correct copy of documents submitted to
21 the Las Vegas Planning Commission by Jim Jimmerson, an attorney for 180 Land Company,
22 LLC, the property owner in this case, at the February 14, 2017 Planning Commission
23 meeting. Mr. Jimmerson submitted these materials to the record for items 21-24 in support
24 of 180 Land Company, LLC's application to develop housing on the 17-Acre Property that
25 was pending before the Planning Commission at that meeting, including General Plan
26 Amendment GPA-68385, Waiver WVR-68480, Site Development Plan Review SDR-68481,
27 and Tentative Map TMP-68482.

33. Page 10 (CLV055489) of the attached Exhibit 11 contains a diagram showing two pyramids; one pyramid is designated as “pre-zoning” and the second is designated as “post-zoning,” and contains an “N/A” designation over the General Plan layer at the base of the pyramid. Although an asterisk on the title of this diagram points the reader to the Land Use & Rural Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan, this diagram containing two pyramids was not generated by the City or by any representative of the City. The two-pyramid diagram in Exhibit H was not and is not contained in any City ordinance, City Code, General Plan, or the Land Use & Rural Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan. On information and belief, this diagram was created by 180 Land Company, LLC or by its attorney.

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

Executed on this 29th day of April, 2021, at Las Vegas, Nevada.


Peter Lowerstein, 4/CP

1366666.1

EXHIBIT “DDDD-1”



EXHIBIT “DDDD-2”

From: "Mark Colloton (EHB Companies)" <mcolloton@ehbcompanies.com>
To: "mmartin@lasvegasnevada.gov" <mmartin@lasvegasnevada.gov>
Subject: 180 LAND CO Access Points L17-00198
Date: Wed, 5 Jul 2017 17:36:02 +0000
Attachments: 021617_City_of_Las_Vegas_Letter_SDR_62392.pdf

Ray,

Attached is the approved SRD for above referenced project.

Regards,

Mark Colloton, Architect

180 Land Co LLC
1215 S. Fort Apache Rd.
Suite 120
Las Vegas, NV 89117
P- 702-940-6930 ext. 349
F-702-940-6931
C-702-755-0653
mcolloton@ehbcompanies.com

From: Mark Colloton (EHB Companies)
Sent: Monday, July 3, 2017 2:50 PM
To: 'mmartin@lasvegasnevada.gov' <mmartin@lasvegasnevada.gov>
Subject: 180 LAND CO Access Points L17-00198

Ray,

Attached are the Bond Estimate and I have add a PDF showing the corresponding APN #'s for each access point for your reference.

I will not be able to have the SDR until Wednesday when the normal people return to the office.

Regards,

Mark Colloton, Architect

180 LAND CO LLC
1215 S. Fort Apache Rd.
Suite 120
Las Vegas, NV 89117
P- 702-940-6930 ext. 349
F-702-940-6931
C-702-755-0653
mcolloton@ehbcompanies.com

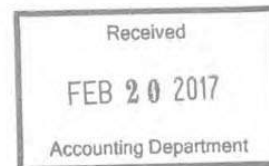
1527

CLV259288

11683



February 16, 2017



Mr. Frank Pankratz
Seventy Acres, LLC
1215 South Fort Apache Road, Suite #120
Las Vegas, Nevada 89117

**LAS VEGAS
CITY COUNCIL**

Carolyn G. Goodman
Mayor

Steven D. Ross
Mayor Pro Tem

Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers

Elizabeth N. Fretwell
City Manager

**RE: ABEYANCE ITEM - SDR-62393 [PRJ-62226] - SITE DEVELOPMENT
PLAN REVIEW RELATED TO GPA-62387 AND ZON-62392
CITY COUNCIL MEETING OF FEBRUARY 15, 2017**

Dear Mr. Pankratz:

The City Council at a regular meeting held on February 15, 2017 voted to **APPROVE** a request for a Site Development Plan Review FOR A PROPOSED 720-UNIT MULTI-FAMILY RESIDENTIAL (CONDOMINIUM) DEVELOPMENT CONSISTING OF FOUR, FOUR-STORY BUILDINGS on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard (APN 138-32-301-005), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone [PROPOSED: R-3 (Medium Density Residential)], Ward 2 (Beers) [PRJ-62226].

This approval is subject to the following conditions:

Planning

1. A maximum number of 435 units shall be allowed.
2. Revised floor plans depicting a maximum of 435 units shall be submitted to the Department of Planning prior to or at the same time as application is made for building permits.
3. Any future access to Alta Drive for vehicular traffic other than emergency vehicles shall be subject to a new traffic analysis and shall be reviewed and approved by the City Council at a public hearing.
4. All units shall be for sale only.
5. Approval of a General Plan Amendment (GPA-62387) and Rezoning (ZON-62392) shall be required, if approved.
6. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011
TTY 711



1528

CLV259289

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7. All development shall be in conformance with the site plan date stamped 07/05/16, landscape plan date stamped 12/21/15, building elevations date stamped 11/30/15 and floor plans date stamped 06/29/16 and 07/28/16, except as amended by conditions herein.
8. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.
9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.
10. Prior to the submittal of a building permit application, the landscape plan shall be revised to conform to the site plan dated 06/30/16.
11. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan:
 - A. Provide at least three additional 36-inch box shade trees (*Pinus pinea*) within the provided landscape buffer area along the southwest perimeter buffer, for a total of 29 trees.
 - B. Provide at least four, five-gallon shrubs per required tree in perimeter landscape buffers.
12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
13. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.
14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

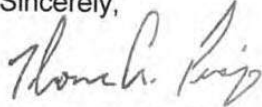
15. Correct all Americans with Disabilities Act (ADA) deficiencies on the sidewalk ramps accessing this site on Alta Drive and Rampart Boulevard in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.
16. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.
17. Landscape and maintain all unimproved rights-of-way on Alta Drive and Rampart Boulevard adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
18. Submit an Encroachment Agreement for landscaping and private improvements in the Alta Drive and Rampart Boulevard public rights-of-way prior to this issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the Encroachment Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's Encroachment Agreement. The installation and maintenance of all private improvements in the public right-of-way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the Encroachment Agreement. Coordinate all requirements for the Encroachment Agreement with the Land Development Section of the Department of Building and Safety (702-229-4836).
19. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas

recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

20. Prior to issuance of grading permits, replace the existing \$75,000 flood maintenance bond with a \$250,000 flood maintenance bond for the existing public drainage channel that is privately maintained for the Badlands golf course area, unless otherwise allowed in a Development Agreement.
21. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. We note that this site is within a Federal Emergency Management Agency (FEMA) designated flood zone and that no permits of any kind will be issued until after the Conditional Letter of Map Revision (CLOMR) is approved by FEMA.

The Notice of Final Action was filed with the Las Vegas City Clerk on February 16, 2017.

Sincerely,



Thomas A. Perrigo
Director
Department of Planning

TAP:PL:clb

cc: Ms. Cindie Gee
GCW Engineering, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146

EXHIBIT “DDDD-3”



DEPARTMENT OF BUILDING & SAFETY

PERMIT APPLICATION

333 North Rancho Drive, Las Vegas NV 89106-3703

Phone: (702) 229-6251 Fax: (702) 382-1240

L 17-00198

Project # _____ (CLV USE ONLY) Parent (Original) Project # _____

FOR: ☒ Commercial & Public Structures☐ Residential

VALUATION: \$ 20,000.00

Site Access from street

WORK DESCRIPTION:

PROJECT/TENANT NAME: Site Access

PROJECT ADDRESS: N/A

ZIP: _____

PARCEL NO.: APN 138-31-201-005, 138-31-702-003

LOT/BLOCK: APN 138-32-301-005

ZONE _____

LAND USE/ENTITLEMENTS: _____

<input checked="" type="checkbox"/> CONTRACTOR INFORMATION	<input checked="" type="checkbox"/> OWNER/BUILDER INFORMATION
Company Name: Level CM	Owner Name: 180 LAND CO LLC
Company Representative: Mark Henderson	Owner's Representative: Mark Colloton
Phone: 702-947-2650 Fax: 702-947-2651	Owner's Phone: 702-940-6930 ext 349
E-mail: mhenderson@levelcmnv.com	Owner's Fax: 702-940-6931
State Contractor License: 0068312	Owner's E-mail: mcolloton@ehbcompanies.com
City of Las Vegas Business License: _____	Additional Contact Phone: _____

REQUIRED FOR SUBMITTAL: (Please note that plan check fees are based on occupancy, use, construction type and square footage)

OCCUPANCY GROUP(S): _____ USE: _____ CONSTRUCTION TYPE: _____

TOTAL SQUARE FOOTAGE: _____ AFFECTED SQ' (T's): ☐ Is this a High-rise? More than 55'?

IF THE BUILDING IS MIXED USE, PROVIDE CODE ANALYSIS PER FLOOR AS A SEPARATE ATTACHMENT

SQUARE FT OF FLOOR AREAS: 1st _____ 2nd _____ 3rd _____ 4th _____

Garage _____ Patio _____ Balcony _____ Number of Units _____ Number of Stories _____

SPECIAL CONDITIONS:

I state that the information I have supplied on this application is true and correct. By signing this application, I agree to comply with all conditions as noted on this permit.

Mark Colloton 6/28/17
Contractor or Agent / Owner (Print & Sign) Date

Land Development/Flood Control Engr. Date

Building Department Date

Planning Department Date

Fire Department Date

TOTAL PERMIT FEE: \$ _____

PRE-PAID: Plan Review \$	_____
PRE-PAID: \$	_____
TOTAL \$	_____

**Permit Expires 180 Days After
Abandonment of Work**
Permits expire when no inspection has been approved for any 180-
day period after the permit has been issued.

Use our Permit Fee Estimator, http://www.lasvegasnevada.gov/portal/faces/portal/faces/wcnav_externalId/bp-permit-fee-estimator, for your permit fee estimates. Do not bring a pre-printed check as your final fees may be different from the estimate. A contact sheet must accompany this application.

Revised: 052316

yp: Permit Application

1532
CLV259175

11689



DEPARTMENT OF BUILDING & SAFETY

CONTACT SHEET

333 North Rancho Drive, Las Vegas NV 89106-3703

Phone: (702) 229-6251 Fax: (702) 382-1240

ALL PLAN SUBMITTALS SHALL INCLUDE THIS SHEET (Please print).

Application / PC #: _____ Contact: **Mark Colloton** _____ when plans are ready.
Phone #: 702-940-6930 ext. 349 Fax #: **702-940-6931** E-mail: **mcolloton@ehbcompanies.com**

Property owner: 180 LAND CO LLC	Phone: 702-940-6930
Address: 1215 S. Ft. Apache Rd. Suite 120	Fax: 702-940-6931
City: Las Vegas State: NV Zip:	E-mail: vickie@ehbcompanies.com
Developer: Same as Above	Phone:
Address: Business License #	Fax:
City: State: NV Zip:	E-mail:
Tenant:	Phone:
Address: Business License #	Fax:
City: State: Zip:	E-mail:
Architect / designer: Mark Colloton, Architect	Phone: 702-940-6930 ext. 349
Address: 1215 S. Ft. Apache Rd. Suite 120 Business License #	Fax: 702-940-6931
City: Las Vegas State: NV Zip: 89117	E-mail: mcolloton@ehbcompanies.com
Structural Engineer:	Phone:
Address: Business License #	Fax:
City: State: Zip:	E-mail:
Civil Engineer:	Phone:
Address: Business License #	Fax:
City: State: Zip:	E-mail:
Plans Expediter:	Phone:
Address: Business License #	Fax:
City: State: Zip:	E-mail:
Contractor: Level CM	Phone: 702-947-2650
Address: 1215 S. Ft. Apache Rd. Suite 120 Business License # 0068312	Fax: 702-947-2651
City: Las Vegas State: NV Zip: 89117	E-mail: mhenderson@levelcmnv.com
Electrical Contractor/Engineer:	Phone:
Address: Business License #	Fax:
City: State: Zip:	E-mail:
Mechanical Contractor/Engineer:	Phone:
Address: Business License #	Fax:
City: State: Zip:	E-mail:
Plumbing Contractor/Engineer:	Phone:
Address: Business License #	Fax:
City: State: Zip:	E-mail:

Revised 10/06/2005, 08/20/2010, 02/17/2011, 07/12/2011

jk: Contact Sheet

1533
CLV259176

11690

EXHIBIT “DDDD-4”

From: "Mark Colloton (EHB Companies)" <mcolloton@ehbcompanies.com>

To: "vbolanos@lasvegasnevada.gov" <vbolanos@lasvegasnevada.gov>

Su: "Alan Mikal (EHB Companies)" <amikal@ehbcompanies.com>, "Vickie DeHart (EHB Companies)" <Vickie@EHBCompanies.com>

bj ed uD Rampart and Hualapai Access point letter

a AD : Thu, 29 Jun 2017 00:48:00 +0000

h DAunmt s DM Access_points_attachmnet_for_location.pdf; Reasons_for_Access_Points_Letter.pdf

Victor,

Attached letter and location map for the requested access points for parcels #138-31-201-005, 138-31-702-003 and 138-32-301-005. Per your request, I will drop off the original tomorrow.

Thanks,

k Ar SolloDs,OruniD uD

180 Land Co LLC

Seventy Acres LLC

1215 S. Fort Apache Rd.

Suite 120

Las Vegas, NV 89117

P- 702-940-6930 ext. 349

F-702-940-6931

C-702-755-0653

mcolloton@ehbcompanies.com

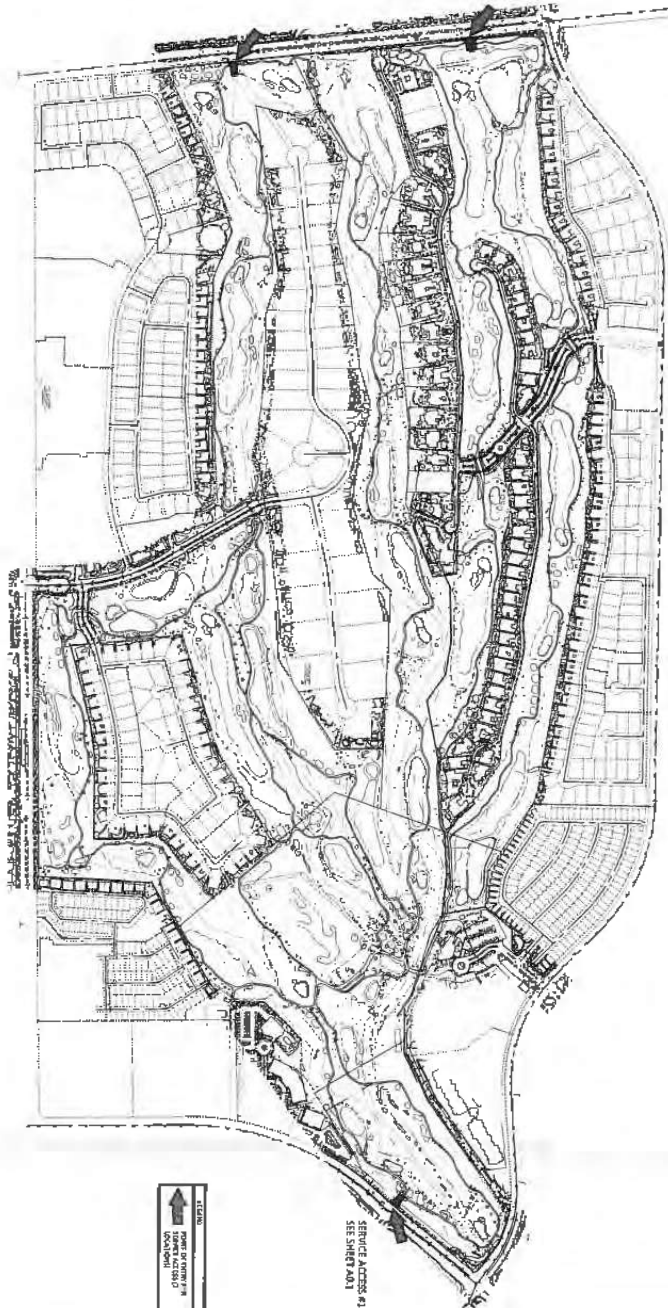
1534

CLV219705

11692

SERVICE ACCESS PLAN

PARCEL NO.: 138-32-301-005 (17.49 AC)	PARCEL NO.: 138-31-801-002 (11.28 AC)	PARCEL NO.: 138-31-601-008 (22.19 AC)
OWNER NAME: SEVENTY ACRES LLC	OWNER NAME: 180 LAND CO. LLC	OWNER NAME: 180 LAND CO. LLC
PARCEL NO.: 138-32-301-007 (47.59 AC)	PARCEL NO.: 138-31-702-004 (33.8 AC)	PARCEL NO.: 138-31-201-005 (34.07 AC)
OWNER NAME: SEVENTY ACRES LLC	OWNER NAME: 180 LAND CO. LLC	OWNER NAME: 180 LAND CO. LLC
PARCEL NO.: 138-31-801-003 (5.44 AC)	PARCEL NO.: 138-31-702-003 (76.93 AC)	PARCEL NO.: 138-31-712-004 (0.22 AC)
OWNER NAME: SEVENTY ACRES LLC	OWNER NAME: 180 LAND CO. LLC	OWNER NAME: 180 LAND CO. LLC



OVERALL PLAN SERVICE ACCESS

<p>CONTRACTOR: LEVEL CM</p> <p>1215 S. FORTY-APACHE RD SUITE #103 LAS VEGAS, NV 89117 PH: 702-940-6330</p>			<p>SEVENTY ACRES LLC and 180 LAND CO. LLC</p>		<p>PROJECT NO. 180-001-001</p> <p>ISSUE DATE 01/11/2018</p> <p>SCALE 1" = 200'-0"</p>
-------------------------------------------------------------------------------------------------------------------------------	--	--	---------------------------------------------------------------------	--	---------------------------------------------------------------------------------------------------

June 28, 2016

Mr. Victor Bolanos
Sr. Engineering Associate – Transportation Planning
City of Las Vegas Public Works Department
333 North Rancho Drive
Las Vegas, Nevada 89106

Reasons for Access Points off Hualapai Way and Rampart Blvd.

Dear Mr. Bolanos,

We are requesting approval for access points at Hualapai Way (parcel #138-31-201-005 and 138-31-702-003) and Rampart Blvd. (parcel # 138-32-301-005).

The access points for Hualapai Way are necessary for the service operations and ingress/egress of, but not limited to, the trucks and equipment required for the tree and plant cutting, removal of related debris and soil testing equipment.

The access point for Rampart Blvd. is necessary for the service operations and ingress/egress of, but not limited to, the trucks and equipment required for the tree and plant cutting, removal of related debris and soil testing equipment. Additionally, the bridge from the clubhouse access will not support the weight of the trucks and equipment required. We have an entitlement for this related parcel which will provide us service access for that property.

Please see the attached exhibit for the location of these access points.

Thank you for your consideration.

Sincerely yours,



Mark Colloton, Architect,
180 Land Co LLC and Seventy Acres LLC

EXHIBIT “DDDD-5”



City Manager
Carolyn G. Goodman
Mayor

Lois Tarkanian
Mayor Pro Tem
Rick Y. Barlow
Stavros S. Anthony
Bob Coffin
Steven G. Seroka
Michele Fiore

City Clerk
Scott D. Adams
City Manager

VIA CERTIFIED MAIL

August 24, 2017

Seventy Acres, LLC
Attn: Ms. Vickie Dehart
120 S. Fort Apache Rd., Suite 120
Las Vegas, NV 89117

Re: L17-00198

Dear Ms. Dehart:

Through the various public hearings and subsequent debates concerning development on the subject site I have determined, pursuant to Las Vegas Municipal Code (LVMC) 19.16.100(C)(1)(b), that any development on this site has the potential to have significant impact on the surrounding properties and as such may require a Major Review.

After reviewing the permit submitted (L17-00198) for perimeter wall modifications and controlled access gates on the subject site, I have determined that the proximity to adjacent properties has the potential to have significant impact on the surrounding properties. As such, the Minor Development Review (Building Permit Level Review) is denied and an application for a Major Review will be required pursuant to LVMC 19.16.100(G)(1)(b).

Please coordinate with the Department of Planning for the submittal of a Major Site Review.

Thank you.

Robert Summerfield, AICP
Acting Director
Department of Planning

RS:me

COPY

DEPARTMENT OF PLANNING

333 N. Rancho Drive | 3rd Floor | Las Vegas, NV 89106 | 702.229.6301 | FAX 702.474.0352 | TTY 711

002816

LO 00002365
1537

11696

EXHIBIT “DDDD-6”

From: Peter Lowenstein <plowenstein@LasVegasNevada.GOV>

To: Robert Summerfield <rsummerfield@LasVegasNevada.GOV>

Subject: Badlands Wall/Fence

Date: Wed, 26 Jul 2017 10:02:31 -0700

Attachments: 30697190.pdf; 30697189.pdf; 30697191.pdf

Inline-Images: image001.png; image002.png; image003.png; image004.png; image005.png

EHB Companies has indicated that they intend to submit a building permit request for the use of chain link fencing along the perimeter of the golf course, adjacent to the Queensridge North and South subdivisions. On Monday of this week EHB Companies provided an update via e-mail to the Planning Departments stating, "We are still working on the fence exhibits and looking to submit to the Dept. of Building & Safety sometime tomorrow. We will provide you an emailed copy at the same time. You will note that the areas along Regent Park Road & Palace Court, in lieu of chain link fence we are requesting a masonry fence along the property lines."

Since that communication, staff has had verbal communication with EHB Companies to get further clarification pertaining to the "masonry fence." In that discussion, EHB Companies indicated that they intend to match the existing walls within the Queensridge North and South communities. Staff had requested an architectural exhibit of the proposed wall to review it for conformance with Title 19. It was made known to EHB Companies that perimeter walls are governed by Title 19.06 and that they are to be decorative with contrasting materials. An argument could be made that the zoning district governing the perimeter walls is not called out within Title 19.06 as the subject site zoning district is R-PD7 and therefore the standard is what they propose. This argument is somewhat flawed, as 1: The development standards for an R-PD are established at the time of a Site Development Plan Review (SDR); and 2: That if said development standards are silent, per Title 19.10.050, "...the Director may apply by analogy the general definitions, principles, standards and procedures set forth in this Title, taking into consideration the intent of the approved Site Development Plan Review." Having no associated SDR, Planning will have to take into consideration existing adjacent improvements in relation to the any request EHB Companies formally submits for building permit review.

To date the following items have been submitted to the City of Las Vegas Building & Safety Department:

Permit #C17-00371 – Created on 6/29/17 for a new chain link /concrete fence – Applicant (180 Land Co.) left with the plans. No recent activity.

Permit #C17-00373 – Created on 6/29/17 for a new chain link /concrete fence – Applicant (180 Land Co.) left with the plans. No recent activity.

Civil #L17-00198 – Created on 7/3/17 for the installation of three commercial driveways and security gates – Currently denied and not issued. Applicant (Seventy Acres, LLC) – Sheets from the civil request have been attached, but reflect their first submittal and none of the subsequent proposed revisions to placement or materials)

No new permits have been received in relation to the subject site.



Peter Lowenstein, AICP | Acting Planning Manager

Department of Planning
333 N. Rancho Drive, 3rd Floor
702-229-4693

lasvegasnevada.gov



CLV259272
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11698

EXHIBIT “DDDD-7”



DEPARTMENT OF BUILDING & SAFETY

**APPLICATION FOR WALLS, FENCES, OR RETAINING
WALLS SINGLE LOT ONLY**

333 North Rancho Drive, Las Vegas NV 89106-3703

Phone: (702) 229-6251 Fax: (702) 382-1240

DATE: 8/10/17APPLICATION/PROJECT # (CLV Use Only): 017-01047 VALUATION: \$ 2980.00PROJECT ADDRESS: 721 S. Rempart BlvdOWNERS NAME: 180 Land Co LLCPROJECT/BUSINESS NAME: Badlands Golf Course PondRECORDED SUBDIVISION: Parcel Map File 121 Page 100CONTRACTOR: American Fence Co

APPLICANT SIGNATURE: _____

CONTACT PHONE #: 702-399-2669 FAX #: 702-649-4565 E-MAIL: laurie.peters@americanfence.com☒ COMMERCIAL ☐ SINGLE FAMILY RESIDENCE CONTRACTOR LICENSE # 0037023 & 0037024☒ NEW WALL FENCE☐ ADDING COURSES TO EXISTING (ENGINEERING REQUIRED)☐ SNBO CLV DESIGN "MASONRY FENCES" (B-100) ☐ ENGINEERED DESIGN "MASONRY WALL"

FRONT		REAR		RETURN		RIGHT SIDE		LEFT SIDE	
LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT

☐ SNBO CLV DESIGN "RETAINING WALLS" (B-100) ☐ ENGINEERED DESIGN "RETAINING WALL"

FRONT		REAR		RETURN		RIGHT SIDE		LEFT SIDE	
LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT

☒ CHAIN LINK☐ CONCRETE☐ ORNAMENTAL IRON☐ SOLID WOOD☐ WOOD PICKET☐ OTHER (DESCRIPTION): _____

FRONT		REAR		RETURN		RIGHT SIDE		LEFT SIDE	
LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT
1554	6'								

PERMIT FEES \$ _____

Revised 02.05.09, 07/14/11, 02/26/2015

jk: Wall Application Single Lot

002822

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11700

Southern Nevada GIS ~ OpenWeb Info Mapper



The MAPs and DATA are provided without warranty of any kind, expressed or implied.

Date Created: 8/9/2017

Property Information

Parcel:	138-31-702-004
Owner Name(s):	180 LAND CO L L C
Site Address:	
Jurisdiction:	Las Vegas - 89145
Zoning Classification:	Residential Planned Development District (R-PD7)

Misc Information

Subdivision Name:	PARCEL MAP FILE 121 PAGE 100		
Lot Block:	Lot:4 Block:	Construction Year:	Construction Year:
Sale Date:	Not Available	T-R-S:	20-60-31
Sale Price:	Not Available	Census Tract:	3226
Recorded Doc Number:	20151116 00000238	Estimated Lot Size:	Estimated Lot Size: 33.8
Flight Date:	Aerial Flight Date: 03/19/2016		

Elected Officials

Commission District:	C - LARRY BROWN (D)	City Ward:	2 - STEVE SEROKA
US Senate:	Dean Heller, Catherine Cortez-Masto	US Congress:	3 - JACKY ROSEN (D)
State Senate:	8 - PATRICIA FARLEY (N)	State Assembly:	2 - JOHN HAMBRICK (R)
School District:	E - LOLA BROOKS	University Regent:	7 - MARK DOUBRAVA
Board of Education:	3 - FELICIA ORTIZ	Minor Civil Division:	Las Vegas

<http://gisgate.co.clark.nv.us/gismoreports/printmap.aspx?mapnumber=1376683&>

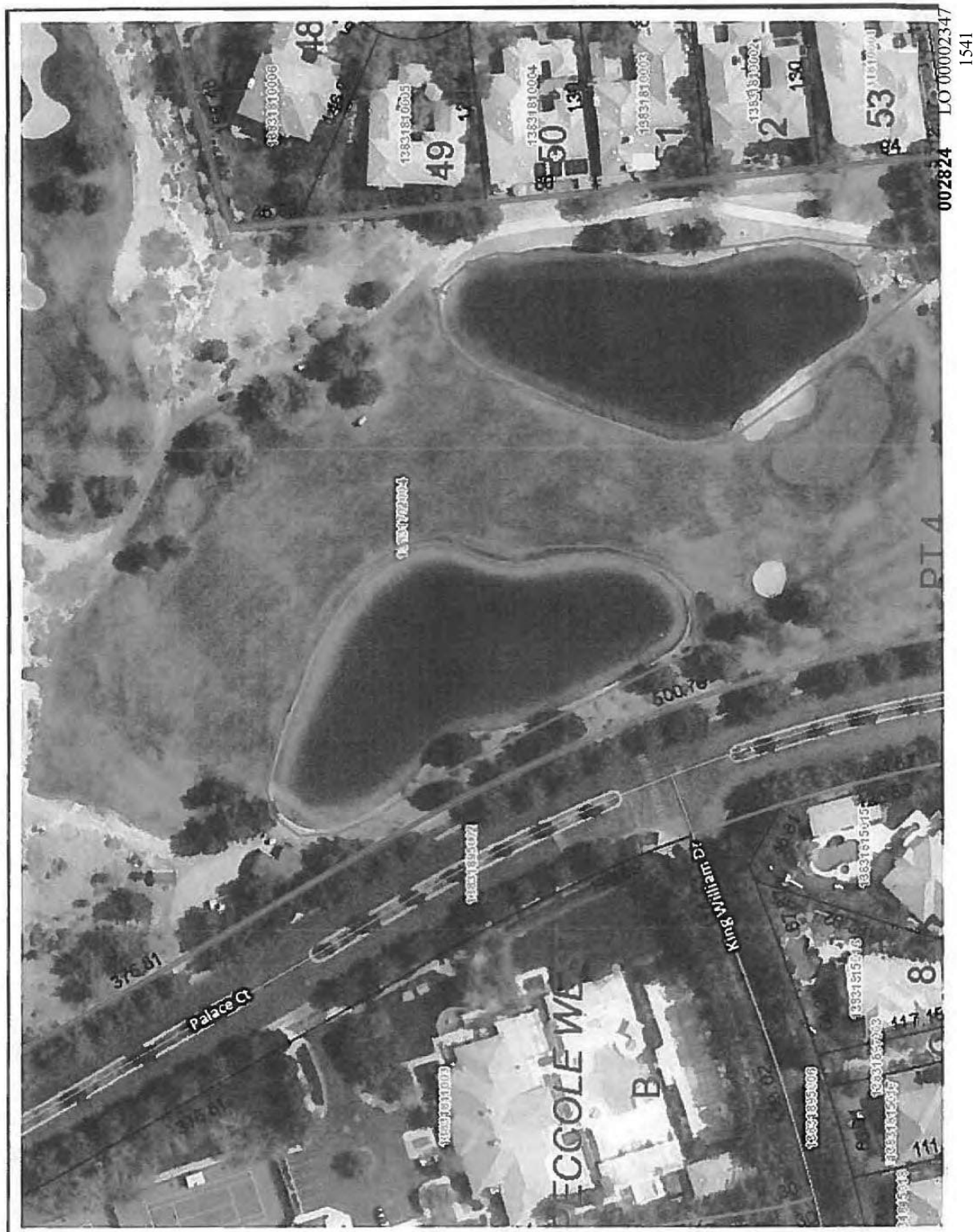
8/9/2017

002823

LO 00002346

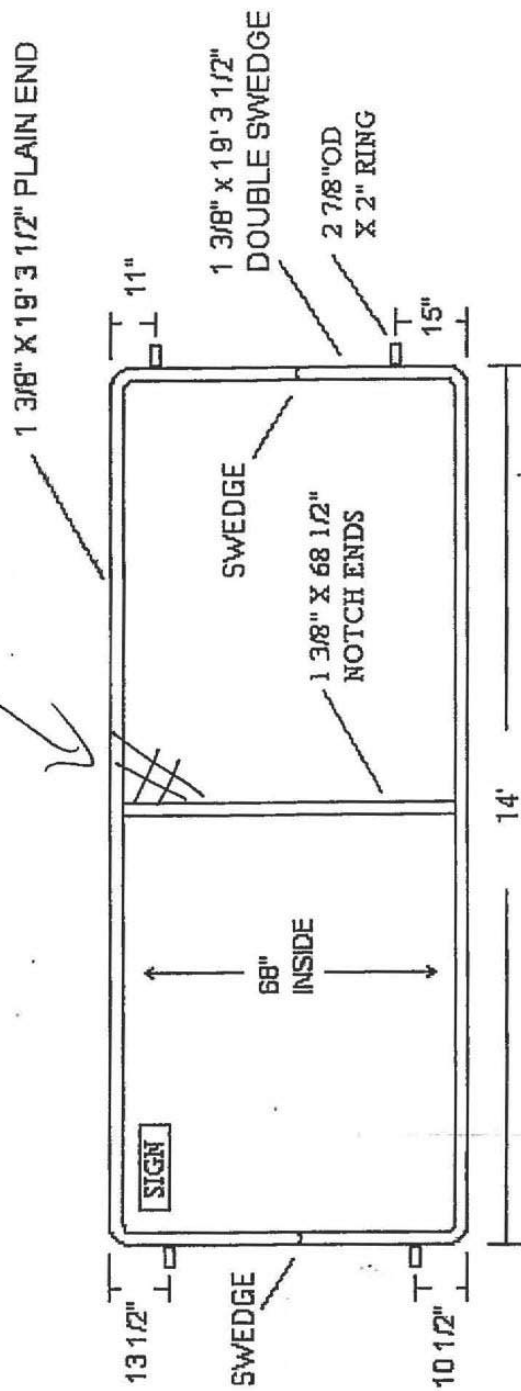
1540

11701



CLANK / LINK
2 3/8" DIAMOND / OPENINGS

PAF PANELS - BENT CORNERS



FABRIC - 68" KNUCKLE / KNUCKLE - INSIDE OF FRAME
WRAP ALL 4 SIDES:
EVERY DIAMOND ON SIDES
EVERY OTHER DIAMOND ON TOP & BOTTOM



VIA CERTIFIED MAIL

August 24, 2017

Las Vegas
City Manager
Carolyn G. Goodman
Mayor

Lois Tarkanian
Mayor Pro Tem

Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Steven G. Seroka
Michele Fiore

City Manager
Scott D. Adams

City Manager

American Fence Company, Inc.
Attn: Ms. Laurie Peters
4230 Losee Rd.
North Las Vegas, NV 89030

Re: C17-01047

Dear Ms. Peters:

Through the various public hearings and subsequent debates concerning development on the subject site, I have determined, pursuant to Las Vegas Municipal Code (LVMC) 19.16.100(C)(1)(b), that any development on this site has the potential to have significant impact on the surrounding properties and as such may require a Major Review.

After reviewing the permit submitted (C17-01047) for chain link fencing to enclose two water features/ponds on the subject site, I have determined that the proximity to adjacent properties has the potential to have significant impact on the surrounding properties. As such, the Minor Development Review (Building Permit Level Review) is denied and an application for a Major Review will be required pursuant to LVMC 19.16.100(G)(1)(b).

Please coordinate with the Department of Planning for the submittal of a Major Site Review.

Thank you.

Robert Summerfield, AICP
Acting Director
Department of Planning

RS:me

cc: 180 Land Co., LLC
Attn: Vickie Dehart
1215 S. Fort Apache Rd, Suite 120
Las Vegas, NV 89117

COPY

DEPARTMENT OF PLANNING

333 N. Rancho Drive | 3rd Floor | Las Vegas, NV 89106 | 702.229.6301 | FAX 702.474.0352 | TTY 7-1-1

002826

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City of Las Vegas Development Services

Permit: C17-01047 - Commercial Building Permit (Com)

Project Name: BADLANDS GOLF COURSE POND

Project Information

Key Number	872181
Current Status	In Review
Application Received	08/10/2017
Project Name	BADLANDS GOLF COURSE POND
Address	721 S RAMPART BLVD
Type of Work	Wall Fence
Unpaid Fees	\$431.00
Expiration Date	02/06/2018
Scope of Work	NEW CHAIN LINK FENCE

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

09/01/2017 8:52:10 AM

Page 1 of 3

002827 LO 00002350
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11705



City of Las Vegas Development Services

Permit: C17-01047 - Commercial Building Permit (Com)

Project Name: BADLANDS GOLF COURSE POND

Applicant
Contact
AMERICAN FENCE COMPANY, INC. (Primary)
SEVENTY ACRES L L C

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

09/01/2017 8.52.10 AM

Page 2 of 3

002828 LO 00002351
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City of Las Vegas Development Services

Permit: C17-01047 - Commercial Building Permit (Com)

Project Name: BADLANDS GOLF COURSE POND

Review Info						
Review Type	Review #	Plan Submittal Date to City	City Review Start Date	City Review Completion Date	City Plans Reviewer	Review Result
Case & Public Planning	1	08/10/2017	08/24/2017	08/24/2017	GEBEKE	Awaiting Applicant Response
Comments Through the various public hearings and subsequent debates concerning development on the subject site the Director has determined, pursuant to Las Vegas Municipal Code (LVMC) 19.16.100(C)(1)(b), that any development on this site has the potential to have significant impact on the surrounding properties and as such may require a Major Review. After reviewing the permit submitted (C17-01047) for chain link fencing to enclose two water features/ponds on the subject site, the Director has determined that the proximity to adjacent properties has the potential to have significant impact on the surrounding properties. As such, the Minor Development Review (Building Permit Level Review) is denied and an application for a Major Review will be required pursuant to LVMC 19.16.100(G)(1)(b). Please coordinate with the Department of Planning for the submittal of a Major Site Review. Thank you.						
Land Development	1	08/10/2017				
Tech Review	1	08/10/2017	08/25/2017	08/25/2017	STORLA JR	Awaiting Applicant Response
Comments Customer left with plans						

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

EXHIBIT “DDDD-8”

From: Steve Gebeke <sgebeke@LasVegasNevada.GOV>

To: "frank@ehbcompanies.com" <frank@ehbcompanies.com>, "Yohan@ehbcompanies.com" <Yohan@ehbcompanies.com>, "bharrison@ehbcompanies.com" <bharrison@ehbcompanies.com>

Cc: Robert Summerfield <rsummerfield@LasVegasNevada.GOV>, Peter Lowenstein <plowenstein@LasVegasNevada.GOV>

Subject: Meeting today regarding building permits C17-01047 & L17-00198

Date: Thu, 24 Aug 2017 17:41:00 -0700

Attachments: PREAPP2017_-_SEC_Alta_and_Hualapai.pdf

Inline-Images: image001.jpg; image002.png; image003.png; image004.png; image005.png

Attached is a pre-application checklist for the submittal of an application for a Site Development Plan Review under PRJ-71534, pursuant to our discussion today (both permit requests may be accommodated via a single SDR submittal). The submittal deadline has been extended to next Thursday, August 31st, no later than 4:30 pm. If you have any questions or need assistance, please let me know.

Steve Gebeke, AICP | Planning Supervisor
Department of Planning
Development Services Center
333 N. Rancho Drive, 3rd Floor
702-229-5410 Office | 702-474-7463 Fax




lasvegasnevada.gov




CLV259081

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		City Of Las Vegas Department Of Planning Pre-Application Meeting Notes				C Y C L E 10
Project Name:		SE Corner of Alta & Hualapai				
Pre-app #:		C17-01047 & L17-00198				
APN(s):	138-31-201-005; 138-31-601-008; 138-31-702-003 and 004; 138-31-801-002 and 003; and 138-32-301-007	Ward #:	2 - Seroka	Acres:	231.30	
Location:	SE corner of Alta Dr and Hualapai Way	Pre-app Date:	08/24/17			
Planner:	READY FOR SUBMITTAL	Follow-up Pre-app Date:				
	Steve Gebeke, (702) 229-5410 sgebeke@lasvegasnevada.gov	Location / Time:	Other at 3:00 p.m.			
		Submittal Deadline:	By 4:30 pm on Thursday, August 31, 2017			
		Earliest PC / CC Meeting Dates:	10/10/17 PC - 11/15/17 CC (Cycle 10)			
Project Number for application upload:		PRJ – 71534				
Project Manager email for upload:		frank@ehbcompanies.com				
APPLICATION(S) REQUIRED		REQUIRED FEES				
		APPLICATION	NOTIFICATION	RECORDATION	SUB-TOTAL	
Site Development Plan Review (SDR)		\$ 500.00	\$ 500.00 (1000')	\$ 30.00	\$ 1030.00	
		SUB-TOTAL:				\$ 1030.00
Neighborhood Meeting - NOT REQUIRED	Add applicable neighborhood meeting fee: Applicant only to notify, add \$0; Mailing labels only, add: \$50; Full notification, add: \$500 / \$750 / \$1,250					\$ N/A
		TOTAL:				\$ 1030.00
<p>Should this project require a neighborhood meeting or if you choose to have one, please be aware of the following:</p> <p>In order to use the City to mail the postcard notices for your neighborhood meeting, you must have all information to us <u>no later than 15 days prior</u> to the intended meeting date. Submitting the required information for the neighborhood meeting when making your application submittal is often best. Therefore, if you want the City to mail the notices for your neighborhood meeting, please ensure that we get all required information and that the request is made at least 15 days before you are scheduling the meeting; otherwise, you must make other arrangements for getting the notices mailed.</p>						

<p>Please take a few minutes to answer seven short questions about your experience with the City of Las Vegas Department of Planning.</p> <p>PLEASE TAKE OUR SURVEY AT: www.lasvegasnevada.gov/pdsurvey</p>	
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City of Las Vegas Department of Planning Pre-Application Meeting Notes (Cont.)

Ownership Info:	180 LAND CO L L C SEVENTY ACRES L L C		Last Change of Ownership Date:	11/16/15
	Phone: (702)	Fax: (702)	Email:	
Applicant Info:	SAME AS ABOVE			
	Phone: (702)	Fax: (702)	Email:	
Representative Info:	Frank Pankratz		180 Land Co LLC	
	Phone: (702) 592-7412	Fax: (702)	Email: frank@ehbcompanies.com	

Use:	Existing:	Commercial Recreation/Amusement (Outdoor) - not in operation
	Proposed:	No change proposed
General Plan:	Existing:	PR-OS (Parks/Recreation/Open Space)
	Proposed:	ML (Medium Low Density Residential)
Zoning:	Existing:	R-PD7 (Residential Planned Development - 7 Units per Acre)
	Proposed:	No change proposed
Special Area, Master Plans, and / or Overlay Districts that Apply:	Peccole Ranch Master Plan	
	Special Land Use Designation (per plan, if applicable): N/A	
	Trails (list, if any adjacent): N/A	

☒ **Meeting**
☐ **Email**
☐ **Conversation Record**
☐ **Telephone Record**

Between CLV Planning Representative: Steve Gebeke, (702) 229-5410

Name	Organization	Phone	Fax	Email
1. See Representative Information, Above				
2. Frank Pankratz	EHB Companies, LLC			
3. Brett Harrison	EHB Companies, LLC			
4. Yohan Lowie	EHB Companies, LLC			
5. Peter Lowenstein				
6. Bart Anderson				
7. Mike Cunningham				
8. Lucien Paet				
9. Victor Bolanos				
10. Oh-Sang Kwon				

OR: ☐ **see Meeting Attendance Sheet**

CLV221344

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City of Las Vegas Department of Planning Pre-Application Meeting Notes (Cont.)

Is this project intended to promote Sustainability (i.e. use "Green Building" technology)? ☐ YES ☒ NO
 If yes, Please detail how in the justification letter. Refer to <http://www.lasvegasnevada.gov/sustaininglasvegas> for more information on rebates and incentives offered through the City of Las Vegas.

Meeting Notes:

Applications needed (text tentative, subject to change):

Site Development Plan Review for the addition of service driveways and fencing

Request: The applicant is requesting to add 3 service driveways and fencing around portions of the perimeter of the site and around ponds within the site (building permits C17-01047 & L17-00198 were submitted for review).

Comments:

C17-01047

Through the various public hearings and subsequent debates concerning development on the subject site the Director has determined, pursuant to Las Vegas Municipal Code (LVMC) 19.16.100(C)(1)(b), that any development on this site has the potential to have significant impact on the surrounding properties and as such may require a Major Review. After reviewing the permit submitted (C17-01047) for chain link fencing to enclose two water features/ponds on the subject site, the Director has determined that the proximity to adjacent properties has the potential to have significant impact on the surrounding properties. As such, the Minor Development Review (Building Permit Level Review) is denied and an application for a Major Review will be required pursuant to LVMC 19.16.100(G)(1)(b). Please coordinate with the Department of Planning for the submittal of a Major Site Review.

L17-00198

Through the various public hearings and subsequent debates concerning development on the subject site the Director has determined, pursuant to Las Vegas Municipal Code (LVMC) 19.16.100(C)(1)(b), that any development on this site has the potential to have significant impact on the surrounding properties and as such may require a Major Review. After reviewing the permit submitted (L17-00198) for perimeter wall modifications and controlled access gates on the subject site, the Director has determined that the proximity to adjacent properties has the potential to have significant impact on the surrounding properties. As such, the Minor Development Review (Building Permit Level Review) is denied and an application for a Major Review will be required pursuant to LVMC 19.16.100(G)(1)(b). Please coordinate with the Department of Planning for the submittal of a Major Site Review.

Relevant Site History:

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/04/90	The City Council approved a Rezoning (Z-0017-90) from N-U (Non-Urban) (under Resolution of Intent to multiple zoning districts) to R-3 (Limited Multiple Residence), R-PD7 (Residential Planned Development – 7 Units per Acre) and C-1 (Limited Commercial) on 996.40 acres on the east side of Hualapai Way, west of Durango Drive, between the south boundary of Angel Park and Sahara Avenue. The Planning Commission and staff recommended approval.
04/01/92	The City Council adopted Ordinance 3636, which adopted the Las Vegas General Plan as required by Nevada Revised Statutes Chapter 278. This plan contained a Land Use Element.
12/07/94	The City Council approved a request for a General Plan Amendment (GPA-0053-94) to amend the Northwest Sector Map to add designations for the area west of Hualapai Way between Cheyenne Avenue and Alexander Road and to revise the Land Use Element of the General Plan to include modification of the land use category table.
01/04/95	The City Council approved a request for a General Plan Amendment (GPA-0054-94) to amend portions of the Southwest Sector Plan of the General Plan from SC (Service Commercial), ML (Medium Low Density Residential) and M (Medium Density Residential) to ML (Medium Low Density Residential), M (Medium Density Residential) and SC (Service Commercial) on six parcels generally located on the north side of Charleston Boulevard between Rampart Boulevard and Hualapai Way.

CLV221345

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	The Planning Commission and staff recommended approval.
08/02/95	The City Council approved a General Plan Amendment (GPA-0031-95) to amend a portion of the Southwest Sector Plan of the General Plan from SC (Service Commercial) to ML (Medium Low Density Residential) on 19.00 acres at the northeast corner of Charleston Boulevard and Hualapai Way. The Planning Commission and staff recommended approval.
02/22/99	The City Council approved a request for a General Plan Amendment (GPA-0049-98) to add the PCD (Planned Community Development) land use category to the Southeast and Southwest Sector Plans. The Planning Commission and staff recommended approval.
08/18/99	The City Council approved a request for a General Plan Amendment (GPA-0014-99) to amend the Southwest Sector Plan of the General Plan to reflect previous amendments to the plan as approved by the City Council and to accurately reflect the existing development patterns that have occurred since the Southwest Sector map was last updated on March 31, 1997. The Planning Commission and staff recommended approval.
08/18/99	The City Council approved a request for a General Plan Amendment (GPA-0023-99) to amend the Southwest and Southeast Sector Plans of the General Plan to add MLA (Medium Low Attached) as a land use category and amend the density allowed for the L (Low Density Residential) designation to a maximum of 5.50 dwelling units per acre, the ML (Medium Low Density Residential) designation to a maximum of 8.00 dwelling units per acre, the M (Medium Density Residential) designation to a maximum of 25.00 dwelling units per acre and the H (High Density Residential) designation to allow in excess of 25.00 dwelling units per acre. The Planning Commission and staff recommended approval.
02/05/03	The City Council approved a General Plan Amendment (GPA-1333) to amend a portion of the Southwest Sector Plan of the General Plan from SC (Service Commercial) to MLA (Medium-Low Attached) on 16.87 acres at 9171 Alta Drive. The Planning Commission and staff recommended approval.
07/06/05	The City Council approved a request for a General Plan Amendment (GPA-6363) to adopt an update to the Land Use Element and to revise the Las Vegas 2020 Master Plan. The Planning Commission and staff recommended approval.
08/05/09	The City Council approved a request for a General Plan Amendment (GPA-6363) to adopt an update to the Land Use Element and to revise the Las Vegas 2020 Master Plan. The Planning Commission and staff recommended approval.
03/16/11	The City Council approved a request for a General Plan Amendment (GPA-40401) to adopt an update to the Land Use Element and revise the Las Vegas 2020 Master Plan. The Planning Commission and staff recommended approval.
05/08/12	The City Council adopted Ordinance 6152, which adopted revisions to the Land Use and Rural Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan.
11/16/16	The City Council, at the applicant's request, voted to Withdraw Without Prejudice a request for a Major Modification (MOD-63600) of the 1990 Peccole Ranch Master Plan to amend the number of allowable units, to the change the land use designation of parcels comprising the current Badlands Golf Course, to provide standards for redevelopment of such parcels and to reflect the as-built condition of the remaining properties on 1,569.60 acres generally located east of Hualapai Way between Alta Drive. The Planning Commission recommended denial. Staff recommended approval.
	The City Council, at the applicant's request, voted to Withdraw Without Prejudice a request for a General Plan Amendment (GPA-63599) from PR-OS (Parks/Recreation/Open Space) to DR (Desert Rural Density Residential) and H (High Density Residential) on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission recommended denial. Staff recommended approval.
	The City Council, at the applicant's request, voted to Withdraw Without Prejudice a request for a Rezoning (ZON-63601) from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-E (Residence Estates) and R-4 (High Density Residential) on 248.79 acres and from PD (Planned Development) to R-4 (High Density Residential) on 2.13 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission recommended denial. Staff recommended approval.
11/16/16	The City Council, at the applicant's request, voted to Withdraw Without Prejudice a proposed Development Agreement (DIR-63602) between 180 Land Co. LLC, et al. and the City of Las Vegas on 250.92 acres at the southwest corner of Alta Drive and

	Rampart Boulevard. The Planning Commission recommended denial. Staff recommended approval.
02/15/17	The City Council approved a request for a General Plan Amendment (GPA-62387) from PR-OS (Parks/Recreation/Open Space) to M (Medium Density Residential) on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission and staff recommended approval. The original request was amended from H (High Density Residential) to M (Medium Density Residential).
02/15/17	The City Council approved a request for a Rezoning (ZON-62392) 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. The Planning Commission and staff recommended approval. The original request was amended from R-4 (High Density Residential) to R-3 (Medium Density Residential).
	The City Council approved a request for a Site Development Plan Review (SDR-62393) for a proposed 435-unit Multi-Family Residential (Condominium) development consisting of four, four-story buildings on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission and staff recommended approval. The original request was amended from 720 multi-family residential units to 435 units.
06/21/17	The City Council denied a request for a General Plan Amendment (GPA-68385) from PR-OS (Parks/Recreation/Open Space) to L (Low Density Residential) on 166.99 acres at the southeast corner of Alta Drive and Hualapai Way. The Planning Commission failed to reach a supermajority recommendation, which is tantamount to denial. Staff recommended approval.
	The City Council denied a request for a Waiver (WVR-68480) to allow 32-foot private streets with a sidewalk on one side where 47-foot private streets with sidewalks on both sides are required within a proposed gated residential development on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way. The Planning Commission and staff recommended approval.
	The City Council denied a request for a Site Development Plan Review (SDR-68481) for a proposed 61-lot single family residential development on 34.07 acres at the southeast corner of Alta Drive and Hualapai. The Planning Commission and staff recommended approval.
	The City Council denied a request for a Tentative Map (TMP-68482) for a 61-lot single family residential subdivision on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way. The Planning Commission and staff recommended approval.
08/02/17	The City Council denied a proposed Development Agreement (DIR-70539) between 180 Land Co. LLC, et al. and the City of Las Vegas on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission and staff recommended approval.
Most Recent Change of Ownership	
11/16/15	Deeds were recorded for a change in ownership.

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City of Las Vegas Department of Planning Pre-Application Meeting Notes (Cont.)

Please upload all applicable files for e-plan review when requested to do so. Files will be uploaded into one of the following folders: A-Drawings or A-Documents (see below for required files and which folder to upload them to). All uploaded files must follow the CLVEPLAN File standards found at: http://www.lasvegasnevada.gov/files/CLVEPlan_PD_Naming_Std.pdf. If files are not named correctly or are uploaded to an incorrect folder, the application may be rejected, which may result in a delay in processing the application.



The files uploaded into the A-Drawings Folder must be uploaded as individual sheets.

For blank forms (application, SOFI & DINA/PRS), and additional information regarding justification letter requirements, go to the City of Las Vegas website at: <http://www.lasvegasnevada.gov/> ("I Want To" --> "Apply for --> Planning Applications").

Item Required?		FILE TYPE:	UPLOAD TO / NAMING EX:
YES	NO		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	APPLICATION(S) electronically signed off through CLVEPLAN after applicant upload. **NOTE: Staff reserves the right to require upload of signed notarized documents as a supplement to EPLAN	A-DOCUMENTS PRJ71534_AP001
<input checked="" type="checkbox"/>	<input type="checkbox"/>	STATEMENT(S) OF FINANCIAL INTEREST (SOFI) signed and notarized by the property owner or authorized agent for all subject lots	A-DOCUMENTS PRJ71534_SF001
<input checked="" type="checkbox"/>	<input type="checkbox"/>	JUSTIFICATION LETTER (a single letter addressing all related applications in detail)	A-DOCUMENTS PRJ71534_JF001
<input checked="" type="checkbox"/>	<input type="checkbox"/>	SITE PLAN – One color, one B/W version <ul style="list-style-type: none"> North arrow, bar scale, graphic scale and vicinity map All property lines and present dimensions labeled All building setbacks labeled All adjacent existing land uses and street names labeled All points of ingress and egress shown ADA accessibility requirements shown/labeled Parking Calculation: <ul style="list-style-type: none"> Parking standard(s) utilized: Parking space count and typical dimensions labeled _____ # regular + _____ # compact (30% max) + _____ # handicap = _____ Total For all residential subdivisions, provide a connectivity calculation, per Title 19.04.040. All free-standing sign locations shown and heights and sizes noted	A-DRAWINGS PRJ71534_SP001
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BUILDING ELEVATIONS – One color, one B/W version <ul style="list-style-type: none"> Graphic scale, bar scale and building dimensions labeled North, south, east, and west elevations of all buildings All building materials and colors noted All wall sign locations shown and sizes noted	A-DRAWINGS PRJ71534_EV001

THIS FORM MUST ACCOMPANY THE APPLICATION SUBMITTAL and is valid for no more than 60 days after the Pre-App date.

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EXHIBIT “DDDD-9”

BILL NO. 2018-24

ORDINANCE NO. 6650

AN ORDINANCE TO AMEND LVMC TITLE 19 (THE UNIFIED DEVELOPMENT CODE) TO ADOPT ADDITIONAL STANDARDS AND REQUIREMENTS REGARDING THE REPURPOSING OF CERTAIN GOLF COURSES AND OPEN SPACES, CONSOLIDATE THOSE PROVISIONS WITH PREVIOUSLY-ADOPTED PUBLIC ENGAGEMENT PROVISIONS REGARDING SUCH REPURPOSING PROPOSALS, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven G. Seroka

Summary: Amends LVMC Title 19 (the Unified Development Code) to adopt additional standards regarding the repurposing of certain golf courses and open spaces, and to consolidate those provisions with previously-adopted public engagement provisions regarding such repurposing proposals.

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

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, together with Ordinance No. 6617, are hereby amended as set forth in Sections 2 and 3 of this Ordinance. The amendments in those Sections are deemed to be amendments to Ordinance Nos. 6289 and the Unified Development Code adopted as Title 19, as well as to Ordinance No. 6617.

SECTION 2: Title 19, Chapter 16, Section 10, as amended by Ordinance No. 6617, is hereby amended to delete and repeal Subsection (G) thereof, and to reletter Subsections (H), (I) and (J) of LVMC 19.16.10 so that they are lettered, respectively, Subsections (G), (H) and (I).

SECTION 3: Title 19, Chapter 16, is hereby amended by adding thereto, at the appropriate location, a new Section 105, reading as follows:

19.16.105: Repurposing of Certain Golf Courses or Open Spaces

A. **General.** Except as otherwise provided in this Section, any proposal by or on behalf of a property owner to repurpose a golf course or open space, whether or not currently in use as such, is subject to the Public Engagement Program requirements set forth in Subsections (C) and (D), as well as the requirements

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1 pertaining to the Development Review and Approval Process, Development Standards, and the Closure
2 Maintenance Plan set forth in Subsections (E) to (G), inclusive. The requirements of this Section apply to
3 repurposing a golf course or open space located within 1) an existing residential development, 2) a
4 development within an R-PD District, 3) an area encompassed by a Special Area Plan adopted by the City,
5 or 4) an area subject to a Master Development Plan within a PD District. For purposes of this Section,
6 "repurposing" includes changing or converting all or a portion of the use of the golf course or open space to
7 one or more other uses.

8 **B. Exceptions.** This Section does not apply to:

9 1. Any project that has been approved as part of the City of Las Vegas Capital Improvement
10 Plan.

11 2. Any project that is governed by a development agreement that has been approved pursuant
12 to LVMC 19.16.150.

13 3. The repurposing of any area that has served as open space pertaining to a nonresidential
14 development where that open space functions as an area for vehicle parking, landscaping, or any similar
15 incidental use.

16 4. The reprogramming of open space recreational amenities that simply changes or adds to the
17 programming or activities available at or within that open space.

18 5. The repurposing of any area where the currently-required development application or
19 applications to accomplish the repurposing already have been approved by the approval authority, with no
20 further discretionary approval pending.

21 **C. Public Engagement Program Requirements.** In connection with the scheduling of a pre-
22 application conference pursuant to LVMC 19.16.010(B)(5), the applicant for a repurposing project subject
23 to this Section must provide to the Department in writing a proposed Public Engagement Program meeting
24 the requirements of this Subsection (C). The requirements of Subsections (C) and (D) must be completed
25 before the submission and processing of the land use application(s) to which the pre-application conference
26 applies. A PEP shall include, at a minimum, one in-person neighborhood meeting regarding the repurposing

1 proposal and a summary report documenting public engagement activities. The applicant is encouraged, but
2 not required, to conduct additional public engagement activities beyond those required by the preceding
3 sentence. Additional public engagement activities may include, but are not limited to, the following
4 components:

5 1. Applicant's Alternatives Statement. This document is designed to inform the Department
6 and stakeholders about the applicant's options and intentions, including the following statements:

7 a. A statement summarizing the alternatives if the golf course or open space is not
8 repurposed and the current use of the property ceases.

9 b. A statement summarizing the rationale for repurposing in lieu of continuing to
10 operate or maintain the golf course or open space, or finding another party to do so.

11 c. A statement summarizing the proposal to repurpose the golf course or open space
12 with a compatible use.

13 d. A statement summarizing how the applicant's proposal will mitigate impacts of the
14 proposed land uses on schools, traffic, parks, emergency services, and utility infrastructure.

15 e. A statement summarizing the pertinent portions of any covenants, conditions and
16 restrictions for the development area and the applicant's intentions regarding compliance therewith.

17 f. If applicable, a statement summarizing any negotiations with the City in regards to
18 a new or amended Development Agreement for the area.

19 2. Neighborhood Meeting. The PEP shall include at a minimum the neighborhood meeting that
20 is described in this Subsection (C). Notice of such meeting shall be provided in general accordance with the
21 notice provisions and procedures for a General Plan Amendment in LVMC Title 19.16.030(F)(2), except that
22 no newspaper publication is required and the providing of notice shall be the responsibility of the applicant
23 rather than the City. The applicant shall develop a written plan for compliance with the notice requirements
24 of the preceding sentence, which shall be submitted to the Department for review and approval in advance
25 of implementation. The required neighborhood meeting must be scheduled to begin between the hours of
26 5:30 pm and 6:30 pm, except that the Department in particular cases may require that a meeting begin earlier

1 in the day to allow greater participation levels. Additional neighborhood meetings are encouraged, but not
2 required.

3 3. Design Workshops. The applicant may provide conceptual development plans at design
4 workshops and solicit input from stakeholder groups. The applicant is encouraged (without requirement or
5 limitation) to provide separate design workshops for each of the following stakeholder groups, as applicable:

- 6 a. Owners of properties that are adjacent to the area proposed for repurposing;
- 7 b. The owners of all other property within the same subdivision (master subdivision, if
8 applicable), Master Development Plan Area or Special Area Plan area; and
- 9 c. Local neighborhood organizations and business owners located within the same
10 Master Development Plan Area or Special Area Plan area.

11 **D. Summary Report.** Upon completion of a PEP, the applicant shall provide a report to the Department
12 detailing the PEP's implementation, activities and outcomes. The summary report shall be included with any
13 land use entitlement application related to a repurposing proposal. To document the applicant's public
14 engagement activities, the summary report shall include the following, as applicable:

- 15 1. The original Applicant's Alternatives Statement.
- 16 2. Any revised Applicant's Alternatives Statement that has been produced as a result of the
17 process.
- 18 3. Affidavit of mailings pertaining to the mailing of notice of the Applicant's Alternative
19 Statements to prescribed stakeholders, and of the means by which the Alternatives Statements were made
20 available to stakeholders.
- 21 4. Affidavits of mailings for the notices to prescribed stakeholders for all required
22 neighborhood meetings and any design workshops.
- 23 5. Scanned copies of any and all sign-in sheets that were used for all required neighborhood
24 meetings and any design workshops.
- 25 6. Meeting notes that may have been taken from all required neighborhood meetings and any
26 design workshops.

1 7. Electronic copy of a spreadsheet with all comments received at meetings and workshops and
2 the applicant's statement of how each of those comments were addressed, if applicable.

3 8. Affidavit of mailing for, and results of, a public engagement survey sent to all meeting and
4 workshop attendees.

5 9. Accounting of City staff time devoted to required neighborhood meetings and any design
6 workshops.

7 10. A copy of all materials distributed or displayed by the applicant at all neighborhood meetings
8 and design workshops.

9 11. Statements from any facilitator of design workshops summarizing the input and results.

10 12. A statement acknowledging that additional public comment heard through a land use
11 application's public hearing process will be taken into consideration by the applicant.

12 **E. Development Review and Approval Process.**

13 1. Purpose. The City's review of golf course or open space repurposing projects is intended to
14 ensure that:

15 a. The proposed repurposing is compatible and harmonious with adjacent
16 development;

17 b. The proposed repurposing is consistent with the General Plan, this Title and other
18 duly-adopted City plans, policies and standards;

19 c. Impacts of the proposed repurposing on schools, traffic, parks, emergency services,
20 utility infrastructure, and environmental quality are mitigated;

21 d. Open space is preserved in furtherance of the goals and objectives of the City's 2020
22 Master Plan with regard to the preservation of open space; and

23 e. Appropriate measures are taken to secure and protect the public health, safety and
24 general welfare.

25 2. General Provisions.

26 a. Development of the area within a repurposing project subject to this Section will be

1 governed by a development agreement and specific standards adopted by the City in conjunction with
2 applications filed pursuant to this Title. The approval of a development agreement and these applications
3 (the "Development Approvals") will include design criteria, infrastructure and public facility requirements,
4 allowable land uses and densities, etc.

5 b. Development of the area within a repurposing project shall be in accordance with all
6 applicable City Plans and policies, including the Centennial Hills Sector Plan, the Las Vegas 2020 Master
7 Plan (and subsequent City of Las Vegas Master Plans) and Title 19.

8 c. Any General Plan Land Use designation and/or Special Area Plan Land Use
9 designations that pertain to the area within a repurposing project shall be proposed to be made consistent
10 with that of the proposed density and use of the project by means of a request to do so that is filed concurrently
11 with any other required application. The means of doing so, whether by a General Plan Amendment or Major
12 Modification, shall be determined in accordance with the Land Use & Rural Neighborhood Preservation
13 Element of the Las Vegas 2020 Master Plan, as may be amended from time to time.

14 3. Additional Application Submittal Requirements. In addition to the requirements for
15 submitting an application for Site Development Plan Review as detailed in LVMC 19.16.100, or any other
16 required application under Title 19, the applicant for a repurposing project subject to this Section must submit
17 the following items in conjunction with any such applications:

- 18 a. A certificate of survey regarding the repurposing project area, depicting:
- 19 i. Legal property description: lot, block, subdivision name;
 - 20 ii. Name, address, and phone number of property owner and developer;
 - 21 iii. Bearings and lot line lengths;
 - 22 iv. Building locations and dimensions;
 - 23 v. Existing grade contours;
 - 24 vi. Proposed grade contours;
 - 25 vii. North arrow and scale;
 - 26 viii. Street name and adjacent street names;

- ix. Benchmark and benchmark locations;
- x. Complete name, address and phone number of engineering firm;
- xi. Drainage arrows;
- xii. List of symbols;
- xiii. Registered Surveyor number and signature;
- xiv. Wetlands, conservation easements, and flood zone and elevation, if applicable;
- xv. Location of any wells or septic drain field or septic tanks; and
- xvi. Other existing easements (public or private) of record.
- b. A proposed master land use plan for the repurposing project area, depicting:
- i. Areas proposed to be retained as golf course or open space, including acreage, any operation agreements, and easement agreements;
- ii. Areas proposed to be converted to open space, including acreage, recreational amenities, wildlife habitat, easements, dedications or conveyances;
- iii. Areas proposed to be converted to residential use, including acreage, density, unit numbers and type;
- iv. Areas proposed to be converted to commercial use, including acreage, density and type; and
- v. Proposed easements and grants for public utility purposes and conservation.
- c. A density or intensity exhibit for the repurposing project area, depicting:
- i. Developed commercial gross floor areas and residential densities;
- ii. Undeveloped but entitled commercial gross floor area and residential densities;
- iii. Proposed residential densities; and
- iv. Proposed commercial gross floor areas.
- d. For a repurposing project area of one acre or more in size, an environmental

1 assessment worksheet for the repurposing project area, consisting of:

2 i. Documentation of the project's impacts on wildlife, water, drainage, and
3 ecology; and

4 ii. A copy of a Phase I environmental site assessment report for the repurposing
5 project area.

6 e. For a repurposing project area of one acre or more in size, conceptual master studies
7 that have been conditionally approved by the Department of Public Works prior to submittal of any formal
8 Title 19 application, including:

9 i. A conceptual master drainage study (for any repurposing project of 2 acres
10 or larger in size);

11 ii. A conceptual master traffic study for any repurposing project that will
12 generate 100 or more peak hour trips; and

13 iii. A conceptual master sanitary sewer study. Regarding this study, the
14 applicant must contact the City's Sanitary Sewer Planning Section to submit the initial draft of the study, to
15 address all comments provided by that Section, and thereafter to receive approval of the study. The study
16 shall identify locations where public sewer easements with drivable access will be provided to service the
17 proposed development by gravity means. The study shall also include the total land use(s) proposed,
18 anticipated connection point(s) to existing sewer system, calculations and exhibits to identify diameter and
19 capacity of all on-property and off-property sewer improvements necessary to meet the needs of the
20 development and the City.

21 f. For a repurposing project area of one acre or more in size, a 3D model of the
22 repurposing project with accurate topography to illustrate potential visual impacts, as well as an edge
23 condition cross section with improvements callouts and maintenance responsibility.

24 g. One or more construction and development phasing plans for any repurposing
25 project to be completed in more than one phase.

26 h. A PEP Summary Report as required pursuant to Subsection (D).

1 **F. Development Standards.** Except as otherwise provided in this Subsection (F), each repurposing
2 project subject to this Section shall conform to the standards as set forth in LVMC Chapters 9.02, 19.06 and
3 19.08, as well as any applicable development agreements and special area plans. In addition, in connection
4 with the consideration of any development applications filed pursuant to LVMC Chapter 19 16, the Planning
5 Commission and City Council shall take into account (and may impose conditions and requirements related
6 to) the purpose set forth in Paragraph (1) of Subsection (E) of this Section, as well as the standards and
7 considerations set forth in this Subsection (F).

8 1. When new development within the area of the repurposing project will be adjacent to
9 existing residential development, the new development shall:

- 10 a. Provide minimum setbacks that meet or exceed those of the existing development.
- 11 b. Ensure that accessory structures are limited to a height of one story and 15 feet.
- 12 c. Provide screening of the uses and equipment listed in LVMC 19.08.040(E)(4) so
13 that they are screened from view from all existing residential development adjacent to the repurposing project
14 area and from public view from all rights-of-way, pedestrian areas, and parking lots.
- 15 d. Provide landscape buffering on all lots adjacent to existing residential development.
- 16 e. Screen all parking lots within the repurposing project area from view of existing
17 residential properties adjacent to that area.

18 2. Existing channels or washes shall be retained or the developer shall provide additional means
19 for drainage and flood control, as shown in a master drainage study approved by the Department of Public
20 Works.

21 3. Where repurposing will result in the elimination or reduction in size of a contiguous golf
22 course or open space, the developer shall consider providing for other facilities or amenities or resources that
23 might help offset or mitigate the impact of the elimination or reduction.

24 4. The additional requirements imposed by this Subsection (F) shall not apply to the
25 repurposing of property that is governed by covenants, conditions and restrictions (CC&R's) which address
26 the repurposing of golf courses or open spaces in any manner whatsoever, whether or not the provisions of

1 those CC&R's are similar to or consistent with this Section. This exemption applies whether or not there is
2 any likelihood that the applicable provisions of the CC&R's will be enforced.

3 **G. Closure Maintenance Plan.** At any time after the Department becomes aware that a golf course
4 that would be subject to this Section if repurposed has ceased operation or will be ceasing operation, the
5 Department may notify the property owner of the requirement to comply with this Section. Similarly, at any
6 time after the Department becomes aware that an open space that would be subject to this Section if
7 repurposed has been withdrawn from use or will be withdrawn from use, the Department may notify the
8 property owner of the requirement to comply with this Section. Any such notification shall be by means of
9 certified mail and by posting at the subject site. Within 10 days after the mailing and posting of the notice,
10 the property owner shall meet with the Department to discuss the proposed plans for the property and process
11 of complying with this Section. Within 30 days after the mailing and posting of the notice, the property
12 owner shall submit to the Department a closure maintenance plan ("the maintenance plan") for review by the
13 Department.

14 1. Purpose. The purpose of a maintenance plan is to address and protect the health, safety, and
15 general welfare of occupants of properties surrounding the subject site, as well as to protect the neighborhood
16 against nuisances, blight and deterioration that might result by the discontinuance of golf course operations
17 or the withdrawal from use of an open space. The maintenance plan will accomplish those objectives by
18 establishing minimum requirements for the maintenance of the subject site. Except as otherwise provided in
19 the next succeeding sentence, the maintenance plan must ensure that the subject site is maintained to the same
20 level as existed on the date of discontinuance or withdrawal until a repurposing project and related
21 development applications have been approved pursuant to this Title. For discontinuances or withdrawals
22 occurring before the effective date of this Ordinance, the required maintenance level shall be as established
23 by the Department, taking into account the lapse of time, availability of resources, and other relevant factors.

24 2. Maintenance Plan Requirements. In addition to detailing how the subject property will be
25 maintained so as to be in compliance with LVMC Chapter 9.04, LVMC 16.02.010, and LVMC 19.06.040(F),
26 the maintenance plan must, at a minimum and with respect to the property:

1 a. Ensure that all exterior areas are kept free from dry vegetation, tumbleweeds, weeds,
2 bushes, tall grass, and trees which present a visual blight upon the area, which may harbor insect or rodent
3 infestations, or which are likely to become a fire hazard or result in a condition which may threaten the health,
4 safety or welfare of adjacent property owners or occupants;

5 b. Provide security and monitoring details;

6 c. Establish a service or other contact information by which the public may register
7 comments or complaints regarding maintenance concerns;

8 d Provide documentation regarding ongoing public access, access to utility easements,
9 and plans to ensure that such access is maintained;

10 e. Detail how all applicable federal, state and local permitting requirements will be
11 met; and

12 f. Provide any additional or supplemental items the Department may determine are
13 necessary in connection with review of the maintenance plan.

14 3. Maintenance Plan Neighborhood Meeting. The property owner shall conduct a
15 neighborhood meeting regarding the proposed maintenance plan, which shall be a prerequisite to final
16 approval of the maintenance plan. Notice of such a meeting shall be provided in general accordance with the
17 notice provisions and procedures for a General Plan Amendment in LVMC 19.16.030(F)(2), except that no
18 newspaper publication is required and the providing of notice shall be the responsibility of the applicant
19 rather than the City. In addition, notice of the meeting shall be provided to the Department at least 10 calendar
20 days in advance of the meeting.

21 4. A maintenance plan that has been approved by the City may be recorded against the property
22 at the property owner's expense.

23 5. Failure to comply with the provisions of this Subsection (G) or with the terms of an approved
24 maintenance plan:

25 a. Shall be grounds for the denial of any development application under this Title that
26 would be required for a repurposing project subject to this Section;

1 b. Is unlawful and may be enforced by means of a misdemeanor prosecution; and
2 c. In addition to and independent of any enforcement authority or remedy described in
3 this Title, may be enforced as in the case of a violation of Title 6 by means of a civil proceeding pursuant to
4 LVMC 6.02.400 to 6.02.460, inclusive.

5 SECTION 4: For purposes of Section 2.100(3) of the City Charter, Section 19.16.010 is
6 deemed to be a subchapter rather than a section.

7 SECTION 5: The Department of Planning is authorized and directed to incorporate into
8 the Unified Development Code the amendments set forth in Sections 2 and 3 of this Ordinance.

9 SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase
10 in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by
11 any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the
12 remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby
13 declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase
14 thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs,
15 sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

16 SECTION 7: Whenever in this ordinance any act is prohibited or is made or declared to
17 be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required
18 or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of
19 such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon
20 conviction thereof, shall be punished by a fine of not more than \$1,000.00 or by imprisonment for a term of
21 not more than six months, or by any combination of such fine and imprisonment. Any day of any violation
22 of this ordinance shall constitute a separate offense.

23 . . .

24 . .

25 . . .

26 . . .

1 The above and foregoing ordinance was first proposed and read by title to the City Council
2 on the 18th day of July, 2018, and referred to a committee for recommendation; thereafter
3 the said committee reported on said ordinance on the 7th day of November, 2018, which
4 was a regular meeting of said Council; that at said regular meeting, the proposed
5 ordinance was read by title to the City Council as amended and adopted by the following
6 vote:

7 VOTING "AYE": Councilmembers Tarkanian, Coffin, Seroka and Crear

8 VOTING "NAY": Goodman and Fiore

9 EXCUSED: Anthony

10 ABSTAINED: None

11 APPROVED:

12 
13 CAROLYN G. GOODMAN, Mayor

14 ATTEST:

15 
16 LUANN D. HOLMES, MMC City Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS

RECEIVED
CITY CLERK

LV CITY CLERK
495 S MAIN ST
LAS VEGAS NV 89101

2018 OCT 10 P 12:14
Account # 22515
Ad Number 0001010125

Leslie McCormick, being 1st duly sworn, deposes and says That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 10/04/2018 to 10/04/2018, on the following days:

10 / 04 / 18


LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 4th day of October, 2018

Notary 



BILL NO. 2018-24
AN ORDINANCE TO AMEND
LVMC TITLE 19 (THE UNIFIED
DEVELOPMENT CODE) TO
ADOPT ADDITIONAL
STANDARDS AND
REQUIREMENTS REGARDING
THE REPURPOSING OF CERTAIN
GOLF COURSES AND OPEN
SPACES, CONSOLIDATE THOSE
PROVISIONS WITH PREVIOUSLY-
ADOPTED PUBLIC ENGAGEMENT
PROVISIONS REGARDING SUCH
REPURPOSING PROPOSALS, AND
PROVIDE FOR OTHER RELATED
MATTERS.
Sponsored by:
Councilman Steven G. Seroka
Summary: Amends LVMC Title
19 (the Unified Development
Code) to adopt additional
standards regarding the
repurposing of certain golf
courses and open spaces, and
to consolidate those provisions
with previously-adopted public
engagement provisions
regarding such repurposing
proposals.
At the City Council meeting of
July 18, 2018
BILL NO. 2018-24 WAS READ BY
TITLE
AND REFERRED TO A
RECOMMENDING COMMITTEE
COPIES OF THE COMPLETE
ORDINANCE ARE AVAILABLE FOR
PUBLIC INFORMATION IN THE
OFFICE OF THE CITY CLERK, 2ND
FLOOR, 495 SOUTH MAIN
STREET, LAS VEGAS, NEVADA
PUB: Oct. 4, 2018
LV Review-Journal

003216

1568

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AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS

LV CITY CLERK
495 S MAIN ST
LAS VEGAS NV 89101

Account # 22515
Ad Number 0001017271

RECEIVED
CITY CLERK

2018 NOV 19 P 12:11

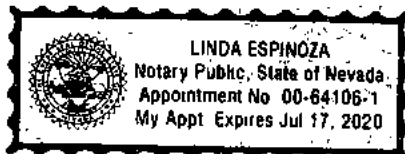
Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 11/10/2018 to 11/10/2018, on the following days

11 / 10 / 18


LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 12th day of November, 2018

Notary 



FIRST AMENDMENT

BILL NO. 2018-24
ORDINANCE NO. 6650

AN ORDINANCE TO AMEND LVMC TITLE 19 (THE UNIFIED DEVELOPMENT CODE) TO ADOPT ADDITIONAL STANDARDS AND REQUIREMENTS REGARDING THE REPURPOSING OF CERTAIN GOLF COURSES AND OPEN SPACES, CONSOLIDATE THOSE PROVISIONS WITH PREVIOUSLY ADOPTED PUBLIC ENGAGEMENT PROVISIONS REGARDING SUCH REPURPOSING PROPOSALS, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven G. Seroka

Summary: Amends LVMC Title 19 (the Unified Development Code) to adopt additional standards regarding the repurposing of certain golf courses and open spaces, and to consolidate those provisions with previously-adopted public engagement provisions regarding such repurposing proposals.

The above and foregoing ordinance was first proposed and read by title to the City Council on the 18th day of July, 2018, and referred to a committee for recommendation; thereafter the committee reported its recommendation, if any, on said ordinance on the 7th day of November, 2018, which was a regular meeting of said City Council; and that at said regular meeting the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": Councilmembers Tarkanian, Coffin, Seroka and Crear

VOTING "NAY": Mayor Goodman and Councilwoman Fiore

EXCUSED: Councilman Anthony

COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 2ND FLOOR, 495 SOUTH MAIN STREET, LAS VEGAS, NEVADA

PUB: November 10, 2018
LV Review-Journal

003217

1569

11732

EXHIBIT “DDDD-10”

1 BILL NO. 2009-34

2 ORDINANCE NO. 6056

3 AN ORDINANCE TO ADOPT THE LAND USE AND RURAL NEIGHBORHOODS
4 PRESERVATION ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN, AND TO PROVIDE
FOR OTHER RELATED MATTERS.

5 Proposed by: M. Margo Wheeler, Director of
6 Planning and Development

Summary: Adopts the Land Use and Rural
Neighborhoods Preservation Element of the Las
Vegas 2020 Master Plan.

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

9 SECTION 1: The document entitled "Land Use and Rural Neighborhoods
10 Preservation Element," including its appendix, exhibits and maps, the essential contents of which were
11 approved by the City Council on August 5, 2009, is hereby adopted as a part of the Las Vegas 2020
12 Master Plan and is incorporated therein by this reference. The document so identified shall function
13 as the Land Use Element and the Rural Neighborhoods Preservation Element of the Las Vegas 2020
14 Master Plan, and shall replace and supersede any corresponding element or inconsistent provision of
15 the City's General Plan, as adopted by Ordinance No. 3636 and amended thereafter.

16 SECTION 2: The Planning and Development Department is authorized and directed
17 to:

18 (A) Include the date of the adoption of this Ordinance within or upon the document
19 referred to in Section 1 at such locations as are designed to reflect the date of the adoption of this
20 Ordinance;

21 (B) Replace any page within the document that may indicate it is in "draft" form
22 with a final version of that page;

23 (C) Publish the document in final form, in a format deemed necessary or
24 appropriate, including the reorganization of text and maps as may be appropriate; and

25 (D) File the final document with the City Clerk.

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

CERTIFIED AS A TRUE COPY

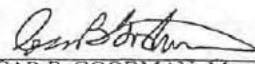
LuAnn D. Holmes
LuAnn D. Holmes, City Clerk
City of Las Vegas 5/17/21

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

6 SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases,
7 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
8 1983 Edition, in conflict herewith are hereby repealed.

9 PASSED, ADOPTED and APPROVED this 2nd day of September, 2009.

10 APPROVED:

11
12 By 
13 OSCAR B. GOODMAN, Mayor

14 ATTEST:

15 
16 BEVERLY K. BRIDGES, CMC
17 City Clerk

18 APPROVED AS TO FORM:

19 Val Steele 7-21-09
20 Date
21
22
23
24
25
26
27
28

1 The above and foregoing ordinance was first proposed and read by title to the City Council
2 on the 5th day of August, 2009, and referred to a committee for recommendation;
3 thereafter the committee reported favorably on said ordinance on the 2nd day of
4 September, 2009, which as a regular meeting of said Council; that at said regular meeting,
5 the proposed ordinance was read by title to the City Council as first introduced and
6 adopted by the following vote:

7 VOTING "AYE": Mayor Goodman and Councilmembers Reese, Wolfson, Ross,
8 Barlow and Anthony

9 VOTING "NAY": None

10 EXCUSED: Councilmember Tarkanian

11 ABSTAINED: None

12 DID NOT VOTE: None

13 APPROVED:

14 
15 OSCAR B. GOODMAN, Mayor

16 ATTEST:

17 
18 BEVERLY K. BRIDGES, CMC City Clerk

AFFP DISTRICT COURT
Clark County, Nevada

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CITY CLERK

AFFIDAVIT OF PUBLICATION

2009 SEP -2 A 10:48

STATE OF NEVADA)
COUNTY OF CLARK) SS:

STACEY M. LEWIS, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK

2296311LV

5557633

was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 08/21/2009 to 08/21/2009, on the following days:

08/21/2009

BILL NO. 2009-34
AN ORDINANCE TO ADOPT THE LAND USE AND RURAL NEIGHBORHOODS PRESERVATION ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.
Proposed by: M. Margo Wheeler, Director of Planning and Development
Summary: Adopts the Land Use and Rural Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan.
At the City Council meeting of AUGUST 5, 2009, BILL NO. 2009-34 WAS READ BY TITLE AND REFERRED TO A RECOMMENDING COMMITTEE.
COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 1ST FLOOR, 400 STEWART AVENUE, LAS VEGAS, NEVADA.
PUBLISHED August 21, 2009 LV Review-Journal

Signed

SUBSCRIBED AND SWORN BEFORE ME THIS, THE

21st day of August, 2009.

Notary Public



AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

RECEIVED
CITY CLERK

2009 SEP 17 A 10:54

STACEY M. LEWIS, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK

2296311LV

5603706

was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 09/05/2009 to 09/05/2009, on the following days:

09/05/2009

BILL NO. 2009-34
ORDINANCE NO. 6056
AN ORDINANCE TO ADOPT
THE LAND USE AND RURAL
NEIGHBORHOODS PRES-
ERVATION ELEMENT OF
THE LAS VEGAS 2020 MAS-
TER PLAN, AND TO PRO-
VIDE FOR OTHER RELATED
MATTERS.
Proposed by: M. Margo
Wheeler, Director of Plan-
ning and Development
Summary: Adopts the
Land Use and Rural Neigh-
borhoods Preservation El-
ement of the Las Vegas
2020 Master Plan.
The above and foregoing
ordinance was first pro-
posed and read by title to
the City Council on the 5th
day of August 2009 and re-
ferred to a committee for
recommendation; thereaf-
ter the committee report-
ed favorably on said ordi-
nance on the 2nd day of
September 2009, which
was a regular meeting of
said City Council; and that
at said regular meeting
the proposed ordinance
was read by title to the
City Council as recom-
mended and was adopted
by the following vote:
VOTING "AYE": Mayor,
Goodman and Coun-
cilmembers Reese, Wolf-
son, Ross, Barlow and An-
thony
VOTING "NAY": NONE
EXCUSED: Councilwoman
Tarkanian
COPIES OF THE COMPLETE
ORDINANCE ARE AVAIL-
ABLE FOR PUBLIC INFOR-
MATION IN THE OFFICE OF
THE CITY CLERK, 1ST
FLOOR, 400 STEWART AV-
ENUE, LAS VEGAS, NEVA-
DA.
PUB. September 5, 2009
LV Review-Journal

Signed: Stacey M. Lewis

SUBSCRIBED AND SWORN BEFORE ME THIS, THE

8th day of September, 2009.

Linda Espinoza
Notary Public



AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: AUGUST 5, 2009**DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**

GPA-32693 - GENERAL PLAN AMENDMENT - PUBLIC HEARING -
APPLICANT/OWNER: CITY OF LAS VEGAS - Request to adopt an updated Land Use and Rural Neighborhoods Preservation Element and revise the 2020 Master Plan. The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (6-0 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:

1. Draft Rural Preservation Overlay District Map
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Land Use Element DRAFT

Motion made by GARY REESE to Approve

Passed For: 4; Against: 0; Abstain: 0; Did Not Vote: 2; Excused: 1

RICKI Y. BARLOW, LOIS TARKANIAN, OSCAR B. GOODMAN, GARY REESE; (Against-None); (Abstain-None); (Did Not Vote-STEVE WOLFSON, STEVEN D. ROSS); (Excused-STAVROS S. ANTHONY)

NOTE: Subsequent to the vote, Councilman Ross requested his vote be reflected in the affirmative.

Minutes:

MAYOR GOODMAN declared the Public Hearing open.

MARGO WHEELER, Director of Planning and Development, explained that this matter involved an update to the existing plan, including all changes and corrections. Nevada Revised Statutes (NRS) require a Neighborhood Preservation Element, which has been put together in conjunction with the County's agreement on rural preservation. She noted that COUNCILMAN ROSS was actively involved with the revisions, which were accomplished through the neighborhood-hearing process. She requested approval.

MAYOR GOODMAN declared the Public Hearing closed.

CERTIFIED AS A TRUE COPYLuAnn D. Holmes, City Clerk
City of Las Vegas 3/17/21

LAND USE HIERARCHY

The land use hierarchy of the city of Las Vegas is designed to progress from broad to specific. In descending order, the land use hierarchy progresses in the following order: 2020 Master Plan; Land Use Element; Master Plan Land Use Designation; Master Development Plan Areas; and Zoning Designation. The following is a brief explanation of the role assumed by each level of the land use hierarchy.



LAS VEGAS 2020 MASTER PLAN

In 2001, the city of Las Vegas adopted the 2020 Master Plan, which provided a broad and comprehensive policy direction for future land use planning. Within this document, the city was divided into four strategy areas whose boundaries were roughly adopted from the 1992 General Plan Sector Plans. The areas are defined as the Downtown Reurbanization Area, Neighborhood Revitalization Area, Newly Developing Area, and Recently Developed Area.¹³ Within these areas, broad goals, objectives, and policies were developed in order to direct planning efforts until the year 2020.

LAND USE ELEMENT

Within the Land Use and Rural Neighborhoods Preservation Element, the city is divided into the Centennial Hills Sector, Southeast Sector, Southwest Sector, and the Downtown Area. The sector plans have the same geographical boundaries as the four strategy areas (Downtown Reurbanization, Neighborhood Revitalization, Newly Developing, and Recently Developed) identified in the 2020 Master Plan.

While the 2020 Strategy Areas and Land Use Element Sector Plans have different names, the objectives and policies developed for each Strategy Area in the Master Plan also directs future planning policy for each corresponding Sector Plan.

¹³ Recently Developed Area was added through a revision of the 2020 Master Plan dated July 6, 2003 (GPA-6363).

The following list depicts the 2020 Master Plan Strategy Areas and their Land Use and Rural Neighborhoods Preservation Element equivalents.

2020 Plan Strategy Area	Land Use Element
Downtown Reurbanization Area	Downtown Area
Neighborhood Revitalization Area	Southeast Sector Plan
Newly Developing Area	Centennial Hills Sector Plan
Recently Developed Area	Southwest Sector Plan

MASTER PLAN DESIGNATION

The Master Plan designation determines its future land use. There are 17 land use designations within the Master Plan that allow for various residential, commercial, industrial, and public facility uses. Within each designation, a specific set of zoning districts are allowed.

MASTER DEVELOPMENT PLAN AREAS AND SPECIAL LAND USE DESIGNATION

Master planned areas are comprehensively planned developments with a site area of more than eighty acres.¹⁴ Other special area plans are intended for neighborhood and other smaller areas where it is determined that a more detailed planning direction is needed. These areas are located throughout the city and are listed by Sector Plan in the Future Land Use section of this element.

Some plan areas have separate land use designations that are unique to that particular plan. These special land use designations are described within the Description of Master Plan Land Use Designations subsection of the Future Land Use section of this element.

ZONING

Zoning is the major implementation tool of the Master Plan. The use of land as well as the intensity, height, setbacks, and associated parking needs of a development are regulated by zoning district requirements. Each Master Plan designation has specific zoning categories that are compatible, and any zoning or rezoning request must be in substantial agreement with the Master Plan as required by Nevada Revised Statutes 278.250 and Title 19.00 of the Las Vegas Municipal Code. The land use tables within the Future Land Use section of this element depict the allowable zoning districts for each Master Plan designation.

¹⁴ Certain infill developments may receive a waiver from the eighty-acre requirement.

EXHIBIT “DDDD-11”

CUSTOM LOTS AT QUEENSRIDGE NORTH

**PURCHASE AGREEMENT, EARNEST MONEY,
RECEIPT AND ESCROW INSTRUCTIONS**

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

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

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

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

Assessor's Parcel No. _____

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

- a. "Purchase Price" is \$ 243,000
- b. "Scheduled Closing Date" is May 2, 2000
- c. "Close of Escrow" means the time when the Escrow Agent (as defined in Section 4) records all of the instruments which are required to be recorded under this Agreement.
- d. "Planned Community" means the property subject to the Master Declaration (defined below) including the property now subject thereto and additional property, if any, hereafter annexed to the Planned Community in accordance with the terms of the Master Declaration.
- e. "Earnest Money Deposit" means the sum of the Initial Earnest Money Deposit and any Additional Earnest Money Deposit.
- f. "Master Declaration" means Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge recorded in the Official Records of the County Recorder of Clark County on May 30, 1996, in Book 960539, as instrument no. 00241, re-recorded on August 30, 1996, in Book 960839, as instrument no. 01630, and re-recorded on September 12, 1996, in Book 960912, as instrument no. 01520, and any amendments thereto.
- g. "Applicable Declarations" means collectively the Master Declaration, the Declaration of Annexation for Queensridge Parcel 20 (Queensridge North Custom Lots) and all Recorded Supplemental Declarations which affect the Lot.
- h. "Association" means Queensridge Owners Association, a Nevada non-profit corporation, formed pursuant to the provisions of the Master Declaration.

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January 6, 1999

Submitted at Planning Commission

Date 2/14/17 Item 21-24

CLV055480

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

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

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

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

4. **Escrow.** Purchaser and Seller agree that the transaction contemplated in this Agreement shall be consummated through an escrow (the "Escrow") to be established with Nevada Title Company, 9300 Hillwood Drive, Suite 110, Las Vegas, Nevada 89134, Attention: Mary Rabinov ("Escrow Agent"). Upon Seller's acceptance and delivery of this Agreement to Escrow Agent together with the Earnest Money Deposit, Escrow shall be deemed open. This Agreement shall constitute irrevocable escrow instructions to Escrow Agent. Escrow will close on or before the Scheduled Closing Date described in Section 1 above. If Escrow cannot close on the Scheduled Closing Date due to the failure of the Purchaser to timely perform its obligations hereunder, Purchaser will be deemed to be in default under this Agreement, and Seller will be entitled to the remedies set forth in Section 7 hereof.

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

11744

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

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

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

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

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

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

11. **Association Fees.** Purchaser acknowledges and understands that the Lot being purchased is located in the Planned Community known as "Queenridge" and is subject to the Applicable Declarations. As owner of the Lot, Purchaser shall be a member of the Association. Purchaser understands and agrees that Purchaser shall be responsible for payment to the Association of all Assessments imposed by the Applicable Declarations, which include the Annual Assessments, if any, Assessments for the Queenridge North Special Benefits Area, Special Benefits Area Assessments for the Orient Express Special Benefits Area, and any other Assessments imposed by the Applicable Declarations (collectively "Assessments"). The combined total amount of the Assessments applicable to the Lot on the date of execution of this Agreement is Three Hundred Twenty Dollars (\$320.00) per month. Purchaser agrees to pay at Close of Escrow the first three monthly installments of the Assessments. The amount of Purchaser's Assessments may increase in subsequent years as provided in the Applicable Declarations and any amendments thereto.

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

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

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

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

- a. The submission of preliminary plans and drawings for the residential dwelling unit and other out buildings (collectively the "Residence Plans"), and plans for recreational amenities, such as swimming pools and tennis courts, and landscaping (collectively "Landscaping and Recreational Amenities Plans") not later than 2 1/2 years after close of Escrow;
- b. The commencement of construction of the Residence (which means the commencement of visible work on the Lot) within 3 years after close of Escrow;
- c. For Lots 1 through 5, inclusive, in Block A, and Lots 6 through 21, inclusive, in Block B, of Parcel 20, the issuance of a Certificate of Occupancy for the Residence within 4 1/2 years after Close of Escrow; and

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

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

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

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

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

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

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

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

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

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

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

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

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January 5, 2019

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

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

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

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

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

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

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

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

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

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

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

- a. Seller authorizes Escrow Agent to deliver the Title to Purchaser and record the same upon payment to Escrow Agent for Seller's account of the full Purchase Price and other fees, costs and charges which Purchaser is required to pay hereunder, and upon condition that Title Company issue the Title Policy described in Section 5 hereof.
- b. Escrow Agent has no responsibility for investigating or guaranteeing the status of any garbage fee, power, water, telephone, gas and/or other utility or use bill.
- c. Installments maturing on existing encumbrances, if any, during the period of this Escrow shall be paid by the Seller, unless otherwise specifically required herein. All payments shall be computed on the basis of a thirty (30) day month and shall be made as of Close of Escrow.

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- d. Escrow Agent assumes no liability for, and is hereby relieved of any liability in connection with any personal property which may be a part of this Escrow.
- e. All disbursements made through Escrow shall be made in the form of a check drawn on Escrow Agent's bank.
- f. Escrow Agent shall furnish a copy of this Agreement, amendments thereto, closing statements and any other documents deposited in this Escrow to the Lender, the real estate brokers and attorneys involved in this transaction upon the request of the Lender, such brokers or such attorneys.
- g. Any check presented for deposit into this Escrow by either party shall be subject to clearance thereof and Escrow Agent shall not be obligated to act upon nor disburse against any such funds until notified by the bank upon which the check is drawn that said check has cleared its account.
- h. In the event of litigation, regardless of the claims being litigated or the parties involved, the parties hereto agree to indemnify Escrow Agent and to hold Escrow Agent harmless and to pay reasonable attorneys' fees and costs incurred by Escrow Agent, except in those instances where Escrow Agent is being sued for negligence or because it has failed to comply with the provisions of this Agreement. In the event a suit is brought by any party(ies) to this Escrow to which the Escrow Agent is named as a party and which results in a judgment in favor of the Escrow Agent and/or against a party or principal of any party hereunder, the principal or principal's agent(s) agree to pay Escrow Agent all costs, expenses and reasonable attorneys' fees which it may expend or incur in said suit, the amount thereof to be fixed and judgment to be rendered by the court in said suit.
- i. If there is no action on this Escrow within 180 days after Seller's acceptance of Purchaser's offer, Escrow Agent's agency obligations shall terminate in Escrow Agent's sole discretion any and all documents, copies, or other items held by Escrow Agent shall be returned to the parties depositing the same. In the event of cancellation of this Escrow, whether it be at the request of the parties or otherwise, the fees and charges due Escrow Agent, including expenditures incurred and/or authorized, shall be borne equally by the parties hereto.
- j. Should Escrow Agent, before or after the Closing of Escrow, receive or become aware of conflicting demands or claims with respect to this Escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, Escrow Agent shall have the right to discontinue any or all further acts on Escrow Agent's part until such conflict is resolved to Escrow Agent's satisfaction, and Escrow Agent has the right to commence or defend any action or proceedings for the determination of such conflict as provided in subsections i. and j. hereof.
- k. Time is of the essence in this Agreement and each party hereto requires that the other party comply with all requirements necessary to place this Escrow in a condition to close as provided in said Agreement; provided, however, that if the Scheduled Closing Date, or any other compliance date specified herein, falls on a Saturday, Sunday or legal holiday, the time limit set forth herein is extended through the next full business day. In the absence of written direction to the contrary, Escrow Agent is authorized to take any administrative steps necessary to effect the closing of this Escrow subsequent to the date set forth herein.
- l. Either party hereunder claiming right of cancellation of this Escrow shall file written notice and demand for cancellation in the office of Escrow Agent in writing and in duplicate. Escrow Agent shall, within three (3) business days following receipt of such written notice, notify the party against whom said cancellation is filed by depositing a copy of said notice in the United States Mail, addressed to each other party at the last address filed with Escrow Agent. In such event, Escrow Agent is authorized and directed to hold all money and instruments in this Escrow pending mutual written instructions by the parties hereto, or a final order by a court of competent jurisdiction. The parties are aware, however, and expressly agree and warrant, that Escrow Agent shall have the absolute right at its sole discretion, to file a suit or counter claim in interpleader and to obtain an order from the court requiring the claimants to interplead and litigate in such court their several claims and rights amongst themselves. In the event such suit or claim is brought, the parties hereto jointly and severally agree to pay Escrow Agent all costs, expenses and reasonable attorneys' fees which may be expended or incurred in such interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court in

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

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

PURCHASER:

Signature: Robert N. Piacale

Printed Name: Robert N. Piacale

Date: 4/11/00

Signature: Nancy E. Piacale

Printed Name: NANCY Piacale

Date: 4-11-00

Address: _____

Phone (Res.): _____

Phone (Bus.): _____

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ACKNOWLEDGMENT OF RECEIPT OF PURCHASER'S EARNEST MONEY DEPOSIT:

Shay Arjima Date 4/11 00
(Sales Representative)

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

SELLER'S ACCEPTANCE

Accepted by Seller on _____

NEVADA LEGACY 14, LLC, a Nevada
limited liability company

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

By: Larry Miller
LARRY MILLER its CEO

CONSENT OF ESCROW AGENT:

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

Escrow Agent:

Nevada Title Company, a Nevada corporation

By: _____

Its: _____

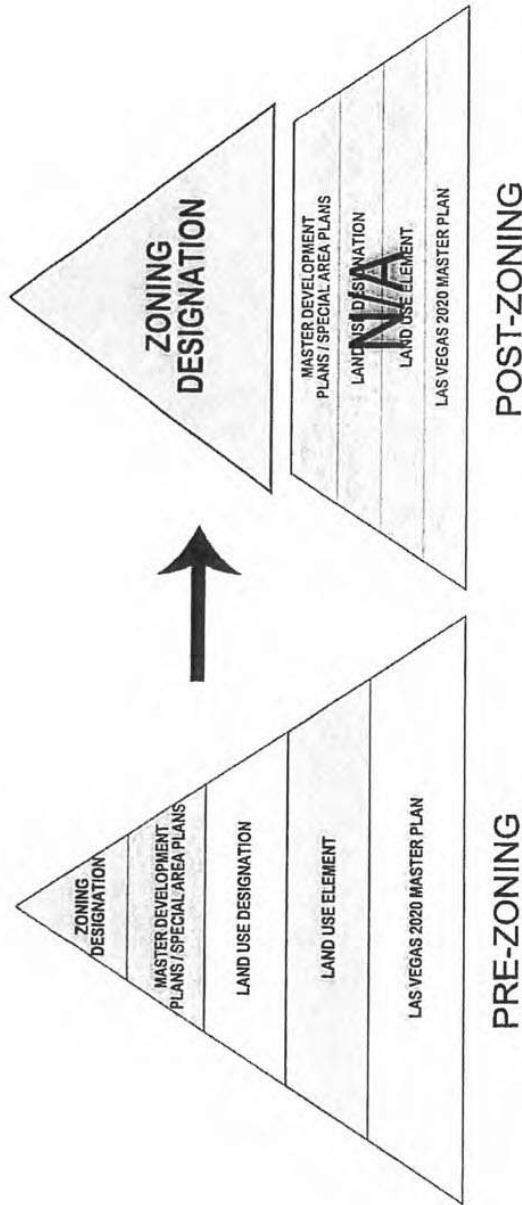
Date: _____

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LAND USE HIERARCHY*



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

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EXHIBIT “EEEE”



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment
 Project Address (Location) Alta Dr and Hualapai Way
 Project Name Parcel 2, Parcel 3, Parcel 4 @ THE 180 Proposed Use _____
 Assessor's Parcel #(s) 138-31-601-008; 138-31-702-003; Ward # 2
 General Plan: existing PR-OS proposed ML Zoning: existing R-PD7 proposed R-PD7
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 132.92 Lots/Units 234 Density 1.76
 Additional Information 138-31-702-004

PROPERTY OWNER 180 Land Co LLC Contact Yohan Lowie
 Address 1215 S. Ft. Apache Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State NV Zip 89117
 E-mail Address yohan@ehbcompanies.com

APPLICANT 180 Land Co LLC Contact Yohan Lowie
 Address 1215 S. Ft. Apache Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State NV Zip 89117
 E-mail Address yohan@ehbcompanies.com

REPRESENTATIVE EHB Companies Contact Jennifer Knighton
 Address 1215 S. Ft Apache Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State NV Zip 89117
 E-mail Address jknighton@ehbcompanies.com

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

Property Owner Signature* See Attached

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

Print Name Yohan Lowie

Subscribed and sworn before me

This 30 day of November, 2017

Jennifer Knighton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # **GPA-72220**

Meeting Date:

Total Fee:

Date Received:*

Received By:

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

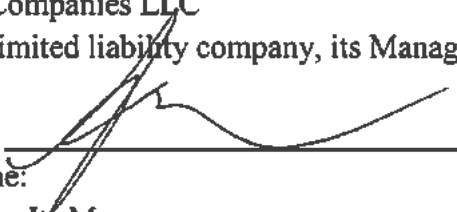
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180 Land Co LLC,
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company, its Manager

By: 
Name: _____
Title: Its Manager
Date: 11/30/17

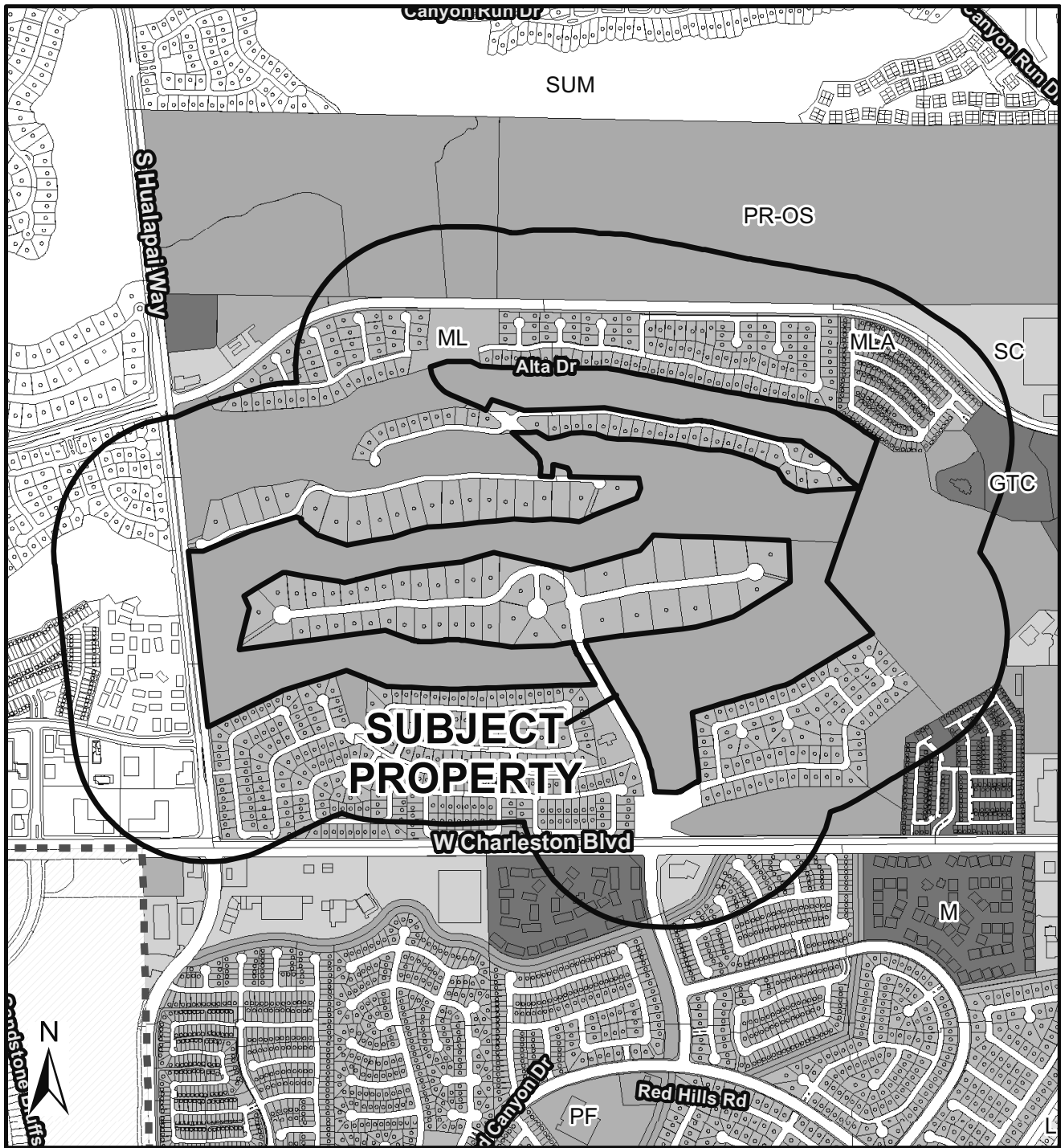
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PRJ-72218
11/30/17

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FROM PR-OS TO ML

General Plan Amendment

RNP - Rural Neighborhood Preservation	MLA - Medium - Low Attached	GTC - Tourist Commercial	PF-CC Public Facility Clark County
RE - Rural Estates	M - Medium	LVMD - Las Vegas Medical District	TC - Town Center
DR - Desert Rural	H - High	LI/R - Light Industrial / Research	RC - Resource Conservation
R - Rural	O - Office	PCD - Planned Community Development	C - Downtown - Commercial
L - Low	SC - Service Commercial	PR-OS - Park/Recreation/ Open Space	MXU - Downtown - Mixed Use
ML - Medium - Low	GC - General Commercial	PF - Public Facility	TND - Traditional Neighborhood Development

- 1500' Buffer
- City Limits
- Not City
- Subject Property



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, December 04, 2017

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EXHIBIT “FFFF”

DECLARATION OF J. CHRISTOPHER MOLINA IN SUPPORT OF CITY OF LAS VEGAS'S OPPOSITION TO DEVELOPER'S BRIEFS RE EVIDENTIARY HEARING AND RENEWED MOTION FOR SUMMARY JUDGMENT

I, J. Christopher Molina, declare under penalty of perjury as follows:

1. I am an attorney licensed to practice law in the State of Nevada and am a partner in the law firm of McDonald Carano LLP, co-counsel for Defendant City of Las Vegas (the "City"). I am over the age of 18 years and a resident of Clark County, Nevada.

2. I make this declaration based upon personal knowledge, except where stated to be upon information and belief, and as to that information, I believe it to be true. If called upon to testify as to the contents of this declaration, I am legally competent to do so in a court of law.

3. I make this declaration in support of the City of Las Vegas's Opposition to Developer's Briefs regarding Evidentiary Hearing and Renewed Motion for Summary Judgment ("Opposition and Counter Motion").

Consideration Paid for the Badlands Property

4. On March 2, 2015, Plaintiffs ("Developer")¹ acquired Fore Stars Ltd. ("Fore Stars") from the Peccole family, the developer of the 1,539-acre Peccole Ranch Master Plan. Fore Stars owned the Badlands golf course and drainage. The Developer paid less than \$4.5 million for the land that comprised the golf course and drainage because (a) Fore Stars owned other assets used in the golf course business in addition to the land (Ex. 1 at 1606, 1617-22), and (b) \$3 million of the \$7.5 million purchase price was consideration for obligations the Developer owed the Peccole family from other transactions.

5. Paying off the \$3 million also allowed the Developer to exercise an option to purchase the building it leased from the Peccole family for the corporate offices of Executive Home Builders, Inc. ("EHB"). Any consideration the Developer paid to be relieved of its \$3 million obligation to the Peccole family and to exercise its option to buy its corporate offices was not consideration for the Badlands. Subtracting the \$3 million from the \$7.5 million purchase price

¹ References to the "Developer" include entities affiliated with or managed by the principals of EHB Companies LLC, Yohan Lowie, and Vickie DeHart, including Plaintiffs 180 Land Co LLC and Fore Stars Ltd.

1 stated in the Purchase and Sale Agreement yields \$4.5 million for the land and other assets of the
2 golf course busines. In sum, the Developer paid less than \$4.5 million for the land.

3 6. Attached to this declaration is a chronological summary of documents and
4 correspondence related to the Developer's purchase of the Badlands golf course from the Peccole
5 family and the other transactions with the Peccole family related to the \$3 million obligation the
6 Developer paid off when it purchased Fore Stars. Ex. 2. A map identifying the properties involved
7 in these transactions is attached as Ex. 3.

8 7. The Peccole family and EHB were originally partners in Queensridge Towers LLC
9 ("QT"), the company that developed One Queensridge Place, a luxury condominium development
10 consisting of 219 existing units also known as the Queensridge Towers. Ex. 4 at 1632. After the
11 City approved the entitlements for the Queensridge Towers project, QT underwent a
12 recapitalization transaction, which involved the sale of the Peccole family's interest in QT.

13 8. One of the towers planned for phase two of the Queensridge Towers project was
14 going to be built where the golf course clubhouse is located ("Clubhouse Parcel"), which meant the
15 clubhouse would need to be relocated. Ex. 5 at 1636.

16 9. In 2005, QT underwent a recapitalization transaction in which the ownership interest
17 of the Peccole family was redeemed with cash from new investors in QT, including IDB
18 Development Corporation Ltd., an Israeli publicly traded company ("IDB"). Exs. 6 and 7. In a
19 related agreement called the Badlands Golf Course Clubhouse Improvements Agreement
20 ("Clubhouse Improvement Agreement"):

- 21 a. The Peccole family agreed to transfer 5.13 acres to QT, which
22 included the Clubhouse Parcel, at no cost (Ex. 8 at 1693) to facilitate
23 development of the Queensridge Towers;
- 24 b. QT agreed to spend up to \$3,150,000 on a new clubhouse
25 ("Clubhouse Obligation") (*id.*); and
- 26 c. The Developer pledged as collateral for the Clubhouse Obligation
27 ("Pledge") its right to purchase its corporate offices located at 9755
28 West Charleston Boulevard, Las Vegas ("Office Collateral
Property") (*id.* at 1694-95), which the Developer leased from the
Peccole family.

1 10. The Developer could not exercise the option to purchase the Office Collateral
2 Property until the Pledge was released, which in turn could not occur until QT performed the
3 Clubhouse Obligation. *Id.* at 1730. The Developer and IDB never constructed the new clubhouse.

4 11. On June 27, 2013, QT and Fore Stars entered into a settlement agreement (“2013
5 Settlement”) giving QT the right to terminate the Clubhouse Obligation in exchange for QT’s
6 transfer of the Clubhouse Parcel back to Fore Stars. Ex. 9 at 1374. If QT failed to exercise this right
7 within 18 months, the Clubhouse Obligation would be reinstated. *Id.*

8 12. A Release Letter attached to the 2013 Settlement as Exhibit H states that “all other
9 agreements that exist between ... Peccole-Nevada Corporation and EHB with respect to the actual
10 transfer of ownership of the Office Collateral are not altered or modified...including the
11 understanding that **until the existing debt covering the Office Collateral is paid in full, the title**
12 **of the property cannot transfer.”** *Id.* at 1773. Accordingly, although the 2013 Settlement allowed
13 QT to terminate the Clubhouse Obligation, such termination would not release the Developer from
14 making good on the Pledge to spend \$3,150,000 on a new clubhouse, and prevented the Developer
15 from exercising its option to purchase the Office Collateral Property until the Developer discharged
16 its obligation under the Pledge.

17 13. On June 12, 2014, the Developer sent the Peccole family a letter of intent offering
18 to pay \$12 million for the golf course land, all assets related to the golf course operations, and 420.7
19 acre feet of water rights owned by the Peccole family through an entity named WRL LLC (“WRL”).
20 Ex. 10 at 1784. The Clubhouse Parcel was included in the Developer’s offer, even though it was
21 still owned by QT at the time.

22 14. On July 25, 2014, the Developer and the Peccole family exchanged an initial draft
23 of the purchase agreement stating a \$15 million dollar purchase price, of which \$12 million was
24 due at closing and the remaining \$3 million was payable within 14 months. Ex. 11 at 1790. On
25 August 26, 2014, the Developer sent the Peccole family a revised agreement with the purchase price
26 reduced to \$12 million and the additional \$3 million contingent on QT transferring the Clubhouse
27 Parcel back to Fore Stars no later than November 1, 2016. Ex. 12 at 1816, 1819-20.

28

1 15. In response to this draft, the Peccole family stated that they did not care how the two
2 assets, the golf course and the water rights, were valued provided that the Peccole family received
3 \$12 million on closing and \$3 million for the Pledge if QT elected to transfer the Clubhouse Parcel
4 back to Fore Stars. Ex. 13 at 1844.

5 16. On September 15, 2014, the Peccole's attorney drafted a letter to notify BGC
6 Holdings LLC ("BGC") that its right of first refusal to purchase the golf course had been triggered
7 by the Developer's offer for \$12 million (Ex. 14 at 1848), meaning the Peccole family would have
8 sold the golf course to BGC for \$12 million but would only sell the golf course to the Developer
9 for \$15 million. The \$3 million addition to the purchase price for the Badlands was required only
10 for the Developer due to the obligations the Developer owed the Peccole family under the Pledge.

11 17. On November 3, 2014, the parties exchanged emails indicating that the Developer
12 intended to acquire the Peccole family's interest in Fore Stars rather than the golf course land and
13 other assets to avoid triggering BGC's right of first refusal. The parties nevertheless agreed that it
14 would be prudent to obtain a waiver from BGC. Ex. 15.

15 18. On December 1, 2014, the Developer and the Peccole family signed an agreement
16 for the purchase and sale of the membership interests in Fore Stars and WRL with no allocation of
17 the purchase price between the two entities. Ex. 16 at 1854 (no allocation); Ex. 17 (Developer's
18 signature page); Ex. 18 (fully executed signature page). However, on December 23, 2014, the
19 Developer requested that the acquisition of Fore Stars and WRL be separated into two different
20 agreements. Ex. 19. The Peccole family agreed to accommodate this request. *Id.*

21 19. The parties continued to negotiate revisions to the agreements over the following
22 months. On February 19, 2015, a member of the Peccole family sent Yohan Lowie an email with
23 the "last set of notes and clarifications" to the agreements stating:

24 I discussed with the family for some time yesterday and last night,
25 the possibility of closing with 12M and extending the option on the
26 end cap at Hualapai for 1 year as you work to pay off the additional
27 3m, as well as extending the reps and the warranties, as you
28 proposed yesterday. The families position, is that they have a signed
 agreement, they are and were comfortable with, and they are not
 willing to change the terms, at this stage.

Ex. 20.

1 20. On February 26, 2017, the Peccole family’s attorney sent revised drafts of the WRL
2 and Fore Stars agreements. Ex. 21.

3 21. On February 27, 2017, the Developer replied with only one comment – that the
4 purchase price for each entity should be \$7.5 million. Ex. 22.

5 22. On March 2, 2015, the Developer, through a subsidiary named Ramalta LLC,
6 acquired Fore Stars for \$7.5 million and WRL for \$7.5 million. Ex. 1 at 1606-07; Ex. 23 at 1883.

7 23. The Developer subsequently recorded a parcel map separating the Clubhouse Parcel
8 from the phase two development area for the Queensridge Towers. Ex. 24. A quit claim deed
9 returning title to the Clubhouse Parcel to Fore Stars was recorded on July 8, 2015. Ex. 25.

10 24. On November 18, 2015, a record of survey map was recorded to create a separate
11 legal parcel for the Office Collateral Property in the Hualapai Commons shopping center. Ex. 26.
12 The Peccole family subsequently transferred the Office Collateral Property to the Developer. Ex.
13 27. The purchase agreement notes that all consideration due under the option agreement had already
14 been paid. Ex. 28 at 1916.

15 **Developer Has Not Produced Any Documents That Support the Claim that the**
16 **Developer Paid \$45 for the Badlands Property**

17 25. On July 2, 2019, the City served its First Set of Interrogatories on Plaintiff 180 Land
18 Co LLC (“180 Land”). Ex. 29. Interrogatory No. 19 requested the following information:

19 State the amount you paid for your interest in the Badlands Property
20 and all information you relied upon to determine the purchase price
21 you were willing to pay.

22 26. On February 7, 2020, the Developer served a third supplement to Plaintiff 180
23 Land’s Responses to the City First Set of Interrogatories. Ex. 30. Regarding the consideration paid,
24 the Developer responded to Interrogatory No. 19 as follows:

25 [T]he aggregate of consideration given to the Peccole family for the
26 former Badlands golf course property was approximately \$45 million,
27 which portions of the exchange occurred more than a decade ago.

28 27. On February 21, 2020, the City served its Second Set of Requests for Production of
Documents to Plaintiff 180 Land Co LLC (“Second Set of Requests”). Ex. 31. Request No. 16
requested the following:

1 Produce all documents that support your 1st Supplemental Answer
2 to Interrogatory No. 19 stating that “the aggregate of consideration
3 given to the Peccole family for the former Badlands golf course
property was approximately \$45 million.”

4 28. On September 4, 2020, the Developer served responses to the Second Set of
5 Requests. Ex. 32. In response to Request No. 16, the Developer stated:

6 [T]here are no documents within the Plaintiffs custody and control
7 that state that the aggregate of consideration given to the Peccole
family for the former Badlands golf course property was \$45 million.

8 29. On September 14, 2020, the City sent the Developer a meet and confer letter noting
9 that the Developer’s response misconstrued Request No. 16, which asked for documents that
10 support the Developer’s response to Interrogatory No. 19, not documents that “state” that the
11 consideration paid \$45 million for the Badlands Property. Ex. 33.

12 30. I attended a meet and confer held on September 16, 2020. At the meet and confer,
13 the Developer’s counsel agreed to revise its response to Request No. 16 to say that no documents
14 exist that support the Developer’s claim that it paid \$45 million for the Badlands Property.

15 31. On October 6, 2020, the Developer supplemented its responses to the Second Set of
16 Requests with the following: “Pursuant to a meet and confer with the City, without waiving said
17 objections and with the additional objection that the Landowners are not obligated to create a
18 document in response to a request for production of documents, the Landowners have confirmed
19 that no such documents exist.” Ex. 34.

20 32. On October 22, 2020, the City filed a motion to compel, among other things,
21 production of all documents related to the consideration paid for the Badlands property. Ex. 35 at
22 22. During the hearing on the City’s motion to compel, the Developer’s counsel represented that
23 the Developer worked with the Peccole family over a 20-year period to acquire the rights to
24 purchase the Badlands Property, and the consideration paid for the right to acquire property
25 occurred over an approximately 20 year period. Ex. 36 at 19:15-21.

26 33. On February 24, 2021, the Court entered an order compelling production of all
27 documents related to the Developer’s contention that it paid \$45 million for the Badlands Property.
28 Ex. 37.

1 34. Contrary to the representations made by the Developer’s counsel during the hearing
2 on the motion to compel, the Developer produced documents related to a single transaction in 2005
3 rather than the 20 years’ worth of transactions it claimed were relevant. The documents related to
4 the 2005 transaction do not mention the Badlands or any consideration for acquisition of the
5 Badlands.

6 35. On April 1, 2021, the City sent the Developer a letter regarding the Developer’s
7 failure to comply with the Court’s order entered February 24, 2021. Ex. 38.

8 36. On April 6, 2021, the Developer’s counsel sent an email claiming that the Developer
9 fully complied. Ex. 39.

10 37. The Developer has produced no document directly or indirectly supporting its claim
11 that it paid \$45 million for the Badlands Property.

12 **Bill No. 2018-24**

13 38. The Developer claims that Bill No. 2018-24 created “impossible to overcome
14 barriers to develop” the Badlands Property by requiring a Conceptual Drainage Study (“CDS”)
15 prior to submitting planning/zoning applications related to the repurposing of golf courses and other
16 designated open spaces.

17 39. The Developer further claims that requiring a CDS for these types of projects created
18 a catch-22 because the City would not approve a Technical Drainage Study (“TDS”) without first
19 approving planning/zoning applications for such projects.

20 40. The Developer ignores the distinction between a CDS and a TDS. These are different
21 submittals with different requirements, as described in the Hydrologic Criteria and Drainage Design
22 Manual (“Drainage Design Manual”), which is incorporated into the Las Vegas Municipal Code by
23 reference. Ex. 40 at 2126-35; Las Vegas Municipal Code (LVMC) § 20.10.020.

24 41. The Drainage Design Manual describes a CDS as a “short letter type report.” *Id.* at
25 202. In some cases, the Standard Form 1 (Drainage Study Information Form) may provide
26 sufficient information to serve as the CDS. *Id.* Standard Form 1 is a one-page document with eight
27 simple questions. Ex. 41.

28

1 42. In contrast to a CDS, a TDS must discuss “at a detailed level the existing site
2 hydrologic conditions and the proposed drainage plan to accommodate or modify these site drainage
3 conditions in the final development plan for the site.” Ex. 40 at 2129. Further, a TDS must address
4 all applicable requirements on Standard Form 2 (Drainage Submittal Checklist). *Id.* Standard Form
5 2 lists five pages of criteria that must be addressed in a TDS. Ex. 42.

6 43. The Developer’s catch 22 argument fails because Bill 2018-24 only required a CDS,
7 not a TDS. Thus, the Developer only needed to submit a CDS before submitting planning/zoning
8 applications related to the Badlands property.

9 44. The Developer’s catch-22 argument also relies on falsified evidence. The Developer
10 requested that City staff sign the meeting minutes prepared by the Developer’s engineers regarding
11 a meeting to discuss a TDS submitted by the Developer. The City refused to sign the minutes as
12 drafted and asked the Developer to revise them to accurately reflect the discussion that took place.
13 *See* Ex. 43. City staff specifically asked the Developer to revise the minutes to reflect that the City
14 would continue to review TDS submittals without approved entitlements. *Id.*

15 45. The Developer has not produced any evidence in response to the City’s discovery
16 requests to show that the City told the Developer that it would not approve a CDS required by Bill
17 2018-24 prior to approving applications for planning/zoning entitlements.

18 **Trespassers On The Badlands Property**

19 46. The Developer has submitted to the Court photos of individuals trespassing on the
20 Badlands property and claims that these photos are evidence of the City’s scheme to set aside the
21 Badlands property as open space for the surrounding homeowners. The Developer’s predecessor,
22 the Peccole family, set aside the Badlands property as open space and drainage in the process of
23 obtaining the City’s approvals for the Peccole Ranch Master Plan.

24 47. Recognizing that a substantial portion of the Badlands property is located in the
25 floodplain of a natural wash system, the Peccoles intentionally set aside 253.07 acres as part of
26 extensive open space and drainage, in addition to the golf course, as explained in the phase two
27 master plan:
28

A focal point of Peccole Ranch Phase Two is the 199.8 acre golf course and open space drainageway system which traverses the site along the natural wash system...Passive and active recreational areas will be provided, and residents will have an opportunity to utilize alternative modes of transportation throughout with the bike paths and pedestrian walkways...The surrounding community as well as project residents may use the open space system to travel to neighboring areas including Angel Park...[S]torm water will be contained within the golf course until it reaches Rampart Boulevard, and will then flow through a channel adjacent to the commercial center to the Angel Park Basin...The design of the golf course has been instrumental in preserving the natural character of the land and controlling drainage on and through the property.

Ex. 44 at 2155-56.

48. The Developer's predecessor not only benefitted from the open space and drainage system by making the surrounding properties more attractive to purchasers, it also received the benefit of Nevada's reduced property taxes for open spaces properties. *See* NRS 361A.170, NRS 361A.220.

49. The extensive open space and drainageway system created a set of tunnels that anyone can use to access the Badlands property. Ex. 45. The Developer cannot block access to the Badlands through these tunnels without creating a health and safety issue. Ex. 46.

50. The Developer was fully aware that the public accessed the Badlands property through these tunnels before purchasing the property and even tried to promote its development proposals by seizing on the neighbor's fears about people trespassing. Ex. 47.

51. The photos produced by the Developer do not demonstrate that anyone is trespassing on the Badlands property at the direction of the City. They demonstrate that people are using the open space system created by the Developer's predecessor.

City's Exhibits

52. Attached to the Opposition and Countermotion as **Exhibit Y** is a true and correct copy of the EHB Companies promotional materials for the Badlands property produced by the Developer in response to the City's discovery requests.

53. Attached to the Opposition and Countermotion as **Exhibit AAA** is a true and correct copy of the Membership Interest Purchase and Sale Agreement for Fore Stars Ltd. produced by the Developer in response to the City's discovery requests.

1 54. Attached to the Opposition and Countermotion as **Exhibit QQQ** is a true and correct
2 copy of the Valbridge Property Advisors, Lubawy & Associates, Inc. appraisal report dated August
3 26, 2015 produced by the Developer in response to the City's discovery requests.

4 55. Attached to the Opposition and Countermotion as **Exhibit DDDD-5** is a true and
5 correct copy of Exhibit 89 to Plaintiff Landowner's Motion to Determine Take and for Summary
6 Judgement.

7 56. Attached to the Opposition and Countermotion as **Exhibit DDDD-7** is a true and
8 correct copy of Exhibit 91 to Plaintiff Landowner's Motion to Determine Take and for Summary
9 Judgement.

10 57. Attached to the Opposition and Countermotion as **Exhibit DDDD-9** is a true and
11 correct copy of Exhibit 108 to Plaintiff Landowner's Motion to Determine Take and for Summary
12 Judgement.

13 58. Attached to this declaration as **Exhibit 1** is a true and correct copy of the
14 Membership Interest Purchase and Sale Agreement for Fore Stars produced by Peccole Nevada
15 Corporation in response to a subpoena.

16 59. Attached to this declaration as **Exhibit 2** is a true and correct copy of a spreadsheet
17 summarizing communications and documents related to the Badlands Property and other
18 transactions between the Developer and the Peccole family.

19 60. Attached to this declaration as **Exhibit 3** is a true and correct copy of an aerial image
20 of the Badlands Property with my annotations showing the properties involved in the transactions
21 described herein.

22 61. Attached to this declaration as **Exhibit 4** is a true and correct copy of excerpts of an
23 appraisal of One Queensridge Place dated October 15, 2005 prepared by Cushman & Wakefield of
24 Nevada, Inc. produced by the Developer in response to the City's discovery requests.

25 62. Attached to this declaration as **Exhibit 6** is a true and correct copy of the Securities
26 Redemption Agreement dated September 14, 2005 between Queensridge Towers LLC and
27 Queensridge Highrise LLC produced by the Developer in response to the City's discovery requests.
28

1 63. Attached to this declaration as **Exhibit 7** is a true and correct copy of the Securities
2 Purchase Agreement dated September 14, 2005 between IDB Group US Investments Inc., Lyton
3 US Partnership, and Queensridge Towers LLC produced by the Developer in response to the City's
4 discovery requests.

5 64. Attached to this declaration as **Exhibit 8** is a true and correct copy of the Badlands
6 Golf Course Clubhouse Improvement Agreement dated September 6, 2005 between Queensridge
7 Towers LLC and Queensridge Highrise LLC produced by the Developer in response to the City's
8 discovery requests.

9 65. Attached to this declaration as **Exhibit 9** is a true and correct copy of the Settlement
10 Agreement and Mutual Release dated June 28, 2013 between Queensridge Towers LLC,
11 Queensridge Highrise LLC, and Fore Stars Ltd produced by the Developer in response to the City's
12 discovery requests.

13 66. Attached to this declaration as **Exhibit 10** is a true and correct copy of an email sent
14 June 12, 2014 and the and Letter of Intent regarding the Badlands Golf Course attached thereto
15 produced by the Developer in response to the City's discovery requests.

16 67. Attached to this declaration as **Exhibit 11** is a true and correct copy of an email sent
17 July 25, 2014 and draft purchase agreement attached thereto, produced by the Developer in response
18 to the City's discovery requests.

19 68. Attached to this declaration as **Exhibit 12** is a true and correct copy of an email sent
20 August 26, 2014 and the purchase agreement attached thereto, produced by the Developer in
21 response to the City's discovery requests.

22 69. Attached to this declaration as **Exhibit 13** is a true and correct copy of an email sent
23 August 27, 2014 regarding the purchase agreement for the Badlands golf course produced by the
24 Developer in response to the City's discovery requests.

25 70. Attached to this declaration as **Exhibit 14** is a true and correct copy of an email sent
26 September 15, 2014 regarding BGC Holdings LLC's right of first refusal and the letter attached
27 thereto, which were produced by Peccole Nevada Corporation in response to a subpoena.
28

1 71. Attached to this declaration as **Exhibit 15** is a true and correct copy of an email sent
2 November 3, 2014 regarding BGC Holdings LLC's right of first refusal produced by Peccole
3 Nevada Corporation in response to a subpoena.

4 72. Attached to this declaration as **Exhibit 16** is a true and correct copy of an email sent
5 November 26, 2014 and the draft stock purchase agreement attached thereto, produced by the
6 Developer in response to the City's discovery requests.

7 73. Attached to this declaration as **Exhibit 17** is a true and correct copy of an email sent
8 December 1, 2015 regarding the stock purchase agreement produced by the Developer in response
9 to the City's discovery requests.

10 74. Attached to this declaration as **Exhibit 18** is a true and correct copy of an email sent
11 December 1, 2015 and the executed signature page attached thereto produced by the Developer in
12 response to the City's discovery requests.

13 75. Attached to this declaration as **Exhibit 19** is a true and correct copy of an email sent
14 December 23, 2014 regarding separating Badlands transaction into two agreements produced by
15 the Developer in response to the City's discovery requests.

16 76. Attached to this declaration as **Exhibit 20** is a true and correct copy of an email sent
17 February 19, 2015 regarding notes and clarifications to purchase agreement produced by the
18 Developer in response to the City's discovery requests.

19 77. Attached to this declaration as **Exhibit 21** is a true and correct copy of an email sent
20 February 26, 2015 regarding the purchase agreements for Fore Stars Ltd. and WRL LLC produced
21 by the Developer in response to the City's discovery requests.

22 78. Attached to this declaration as **Exhibit 22** is a true and correct copy of an email sent
23 February 27, 2015 regarding allocation of purchase price between Fore Stars Ltd. and WRL LLC
24 produced by the Developer in response to the City's discovery requests.

25 79. Attached to this declaration as **Exhibit 23** is a true and correct copy of the executed
26 Membership Interest Purchase Agreement for WRL LLC produced by Peccole Nevada Corporation
27 in response to a subpoena.
28

1 80. Attached to this declaration as **Exhibit 24** is a true and correct copy of an email sent
2 June 12, 2015 regarding the parcel map for the clubhouse parcel produced by the Developer in
3 response to the City's discovery requests.

4 81. Attached to this declaration as **Exhibit 28** is a true and correct copy of a draft
5 Purchase Agreement between Hualapai Commons Ltd. and EHC Hualapai LLC regarding the
6 Office Collateral Property, which the City obtained from links in documents produced by the
7 Developer in response to the City's discovery requests.

8 82. Attached to this declaration as **Exhibit 29** is a true and correct copy of the City of
9 Las Vegas' First Set of Interrogatories to Plaintiff.

10 83. Attached to this declaration as **Exhibit 30** is a true and correct copy of Plaintiff 180
11 Land Company LLC's Responses to City of Las Vegas' First Set of Interrogatories to Plaintiff, 3rd
12 Supplement.

13 84. Attached to this declaration as **Exhibit 31** is a true and correct copy of the City of
14 Las Vegas' Second Set of Requests for Production of Documents to Plaintiff.

15 85. Attached to this declaration as **Exhibit 32** is a true and correct copy of Plaintiff 180
16 Land Company LLC's Response to Defendant City of Las Vegas' Second Set of Requests for
17 Production of Documents to Plaintiff.

18 86. Attached to this declaration as **Exhibit 33** is a true and correct copy of the City's
19 September 14, 2020 letter regarding Plaintiff's response to the City's Second Set of Requests for
20 Production of Documents.

21 87. Attached to this declaration as **Exhibit 34** is a true and correct copy of the First
22 Supplement to Plaintiff Landowners Response to Defendant City of Las Vegas' Second Set of
23 Requests for Production of Documents to Plaintiff.

24 88. Attached to this declaration as **Exhibit 35** is a true and correct copy of the City's
25 Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related
26 Documents ("Motion to Compel").

27 89. Attached to this declaration as **Exhibit 36** is a true and correct copy of the Transcript
28 of the November 17, 2020 hearing regarding City's Motion to Compel.

/s/ Christopher Molina
J. Christopher Molina

EXHIBIT “FFFF-1”

MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT

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

RECITALS

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

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

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

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

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

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

SECTION I Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. 5.9 The Golf Course Lease.

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

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

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

2.02 Prorations.

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

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

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

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

(a) Closing Deliveries by Seller:

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

(b) Closing Deliveries by Purchaser:

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

SECTION 3
REPRESENTATIONS AND WARRANTIES; COVENANTS

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

(a) Fore Stars is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada.

(b) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada.

(c) This Agreement has been duly executed and delivered by such Party. This Agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of such Party, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to enforcement of creditor's rights generally, and except as subject to general principles of equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Fore Stars does not have any employees.

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

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

SECTION 4 TAX MATTERS

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

SECTION 5 ARBITRATION

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

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

SECTION 6 BROKERAGE FEES

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

SECTION 7 PURCHASER'S INDEMNIFICATION

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

SECTION 8 NOTICES

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

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

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

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

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

SECTION 9 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

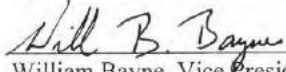
[SIGNATURE PAGE TO FOLLOW]

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

SELLER:

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

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


William Bayne, Vice President

PURCHASER:

RAMALTA LLC
a Nevada limited liability company


Yohan Lowie, Manager

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

Executive Home Builders, Inc.
a Nevada corporation

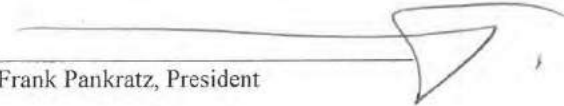

Frank Pankratz, President

EXHIBIT "A"

REAL PROPERTY LEGAL DESCRIPTION

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

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

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

Also that certain parcel of land described as follows:

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

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

Excepting therefrom that certain parcel of land described as follows:

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

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

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

Also that certain parcel of land described as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "B"

EQUIPMENT LIST

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

Kitchen (back of house)

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

Cooler Storage Outside (Beverage Cart)

4 Large Storage Coolers (Glass Front)
Serial #'s: 4957419; 1-3705092; 1-2505390; 6533204

Food and Beverage (Front of House)

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

Furniture Throughout Building (Front of House and Offices)

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

EXHIBIT “FFFF-2”

Summary of Documents and Correspondence
Re: Badlands Acquisition and Related Transactions

Date	Description
6/12/2014	<p>Yohan Lowie emails Billy Bayne a letter of intent to purchase the Badlands golf course from Fore Stars Ltd. (“Fore Stars”) for \$12 million. Offer includes the golf course, clubhouse and parking lot, personal property used in the golf course operations, and water rights.</p> <p>Documents: Email (PNC000748), letter of intent (LO0035970)</p>
7/8/2014	<p>The Peccole family retains attorney Henry Lichtenberger to represent Fore Stars and prepare the documentation for the sale of the golf course to Executive Home Builders Inc. (“EHB”).</p> <p>Documents: Email (PNC000878), conflict waiver (PNC000880)</p>
7/23/2014	<p>Billy Bayne emails Yohan Lowie.</p> <p>Billy Bayne: I'm working on getting the golf course lease terminated. Right now I'm planning to have the lease terminated upon the closing of our purchase and sale agreement. At that time you can enter into a management agreement with them. Or we can negotiate one now as well. Let me know.</p> <p>Documents: Email (PNC001336)</p>
7/25/2014	<p>Henry Lichtenberger emails Todd Davis and Yohan Lowie initial draft of purchase agreement with a purchase price of \$15 million.</p> <p>Documents: Email (LO 0025237), initial draft of purchase agreement (LO 0025239)</p>
8/4/2014	<p>Billy Bayne and Yohan Lowie exchange emails regarding golf course.</p> <p>Billy Bayne: Let me know when you want to sit down and discuss the Golf course. I have a number of things to bring you up to speed on.</p> <p>Yohan Lowie: Billy.. Unfortunately I had to extend for 4 more days to finish a piece of business. (just don't want to make another trip in here within two weeks). I will be back on Thursday, and will get back with you Friday. Thank you.</p> <p>Billy Bayne: No problem. I have to leave Friday morning for 24 hours we can catch up next week. Hope all goes well in China. Thanks</p> <p>Documents: Email (LO 0018449)</p>
8/11/2014	<p>Henry Lichtenberger sends Yohan Lowie and Todd Davis copy of Settlement Agreement and Mutual Release dated June 28, 2013 between Queensridge Towers LLC and Fore Stars Ltd. (“2013 Settlement”).</p> <p>Henry Lichtenberger: Billy, asked that I forward to you copies of the closing documents with IDB as it relates to the Golf Course.</p> <p>Documents: Email (LO0021073), Settlement Agreement (LO0021093)</p>
8/13/2014	<p>Todd Davis sends Yohan Lowie the Badlands Golf Course Clubhouse Improvements Agreement dated September 6, 2005 between Fore Stars Ltd. and Queensridge Towers LLC (“Clubhouse Improvements Agreement”)</p> <p>Documents: Email (LO0018450), Badlands Golf Course Improvements Agreement (LO0018451)</p>
8/22/2014	<p>Todd Davis emails Yohan Lowie redline draft of the purchase agreement.</p> <p>Todd Davis: Yohan, See Section 7.2 and 15 to 17. td</p> <p>Draft attached to email shows revision to Section 7.2 requiring the Developer to purchase the clubhouse parcel if Queensridge Towers LLC elects to terminate its obligations under the Clubhouse Improvements Agreement.</p> <p>Documents: Email (LO0025428), redline draft PSA (LO0025429)</p>
8/25/2014	<p>Todd Davis emails Yohan Lowie and Frank Pankratz redline draft with “Yohan's changes.”</p>

Summary of Documents and Correspondence
Re: Badlands Acquisition and Related Transactions

Date	Description
	<p>Revision to Section 7.2 requires that Developer purchase the clubhouse parcel for \$3 million if that if Queensridge Towers LLC elects to terminate its obligations under the Clubhouse Improvements Agreement.</p> <p>Documents: Email (LO0025511), Redline Draft of PSA (LO0025512)</p>
8/25/2014	<p>Henry Lichtenberger emails Yohan Lowie, Billy Bayne and Todd Davis.</p> <p>Henry Lichtenberger: I have received consent from the Peccole Family for the revised purchase terms as it relates to the \$3 million that was initial drafted as a term note. Please advise if you will be circulating a revised agreement, which Yohan advised me was in process last Friday. I have no problem revising the agreement to reflect these new terms, but I would prefer to receive any other comments you have to the initial draft of the purchase agreement so I can handle them at the same time.</p> <p>Todd Davis: Good morning. Yes, I am working on the redline and will have back to you hopefully by eod today (at latest tomorrow am).</p> <p>Documents: Email (PNC001326)</p>
8/26/2014	<p>Todd Davis emails Henry Lichtenberger redline draft of purchase agreement. Purchase price is \$12 million. Section 7.2 requires the Developer to purchase clubhouse parcel for \$3 million if Queensridge Towers LLC elects to terminate its obligations under the Clubhouse Improvements Agreement.</p> <p>Documents: Email (LO0025688), redline draft of PSA (LO0025689)</p>
8/27/2014	<p>Billy Bayne sends an email to Todd Davis and Yohan Lowie responding to Developer's revisions to purchase agreement.</p> <p>Billy Bayne: I just texted Yohan and told him we would make the changes to the document. However, after speaking with Henry for a minute, we feel it is more expeditious to send you a list of our changes and simply have you incorporate those into the document, along with what Yohan and I agreed to in our meeting yesterday. To clarify from our meeting, we agreed to the following:</p> <ol style="list-style-type: none"> 1. A full blanket indemnification from Yohan to us. 2. That Should IDB give us money instead of the land associated with their phase 2 we will give Yohan anything in excess of the 3 million dollars to help offset the cost of the clubhouse. 3. We do not care how you value the different parts of the transaction, provided, that we get 12 million on closing and 3 million should you end up buying the phase 2 property if we obtain it. Thus if you want to put more money toward the water rights than the land that will be up to you... <p>Documents: Email (LO 0018062)</p>
8/27/2014	<p>Henry Lichtenberger emails Todd Davis and Yohan Lowie</p> <p>Henry Lichtenberger: Here are my additional comments to the revised agreement, beyond what Billy already provided. In the interest of time, I am circulating to all parties so Billy may have further comment or changes.</p> <ol style="list-style-type: none"> 1. The Purchaser needs to be Yohan or an existing EHB entity with Section 28, which was deleted, remaining in place which allows for the agreement to be assigned as provided for. A TO BE FORMED ENTITY will not work in this instance. 2. In Recital A – please remove clubhouse as part of the definition of real property. The agreement when revised will grant Purchaser the option to purchase the property underlying the existing clubhouse, depending on the actions of IDB... <p>Documents: Email (PNC001583)</p>
8/27/2014	<p>Todd Davis emails Yohan Lowie draft of purchase agreement with "BB HL changes redlined."</p> <p>New provision added as Section 3.5 states: The financial obligations of Purchaser in Section 7.2(b) are in addition to the Purchase Price obligations contained in this Section3.</p> <p>Documents: Email (LO0025860), redline draft of PSA (LO0025862)</p>

Summary of Documents and Correspondence
Re: Badlands Acquisition and Related Transactions

Date	Description
8/28/2014	The parties hold a meeting to resolve open issues for the agreement. Documents: Email (PNC000839)
8/29/2014	Todd Davis emails Henry Lichtenberger a revised draft of purchase agreement. Todd Davis: Attached is a redline of the PSA with the changes incorporated from our meeting. The redline comparison is to the Purchaser version I sent to you on 8/26/14. Documents: Email (LO0026221), redline draft PSA (LO0026222)
8/29/2014	Frank Pankratz sends email to Yohan Lowie, Todd Davis, and Vickie DeHart. Frank Pankratz: Confirmed 232.22 acres! Awesome! \$51,675/acre! Documents: Email (LO0018535)
8/30/2014	Billy Bayne emails Todd Davis, Yohan Lowie and Frank Pankratz. Billy Bayne: I thought we had agreement on the indemnity on item 17 when we were at your office. As we stated and agreed then, this needs to be a full and blanket indemnity. My concern with how you have now written it is that you transfer a portion of the course to a shell entity with a new buyer having no obligation to indemnify us. If you plan on selling off the developable property to a third party your indemnification is going to have to remain intact, or we have the right to approve the new buyer and release your indemnification substituting theirs at our discretion. Documents: Email (LO0018077)
9/5/2014	Todd Davis sends Henry Lichtenberger redline draft of PSA. Purchase price is still \$12 million. No changes to Section 7.2 requiring Developer to purchase clubhouse parcel for \$3 million if Queensridge Towers LLC elects to terminate its obligations under Clubhouse Improvements Agreement. Documents: Email (LO0026307), redline draft of PSA (LO0026308)
9/8/2014	Henry Lichtenberger emails revised PSA and drafts of ancillary documents Henry Lichtenberger: Attached please find clean and marked versions of the Purchase Agreement and Sublease. The marked version for the Purchase Agreement is based on the initial draft that Todd circulated on August 29, 2014 as I wanted to make sure all revisions were made. I have also attached initial drafts of the Memorandum of Agreement, License Transfer Agreement, City of Las Vegas Business License Agreement, Interim Agreement for the period before the liquor license is transferred and the form of the Assignment and Assumption Agreement... Documents: Email (LO0026338), redline draft PSA (LO0026339), draft assignment and assumption agreement (LO0026368), draft clubhouse sublease – redline (LO0026371), draft clubhouse sublease – clean (LO0026378), transfer of business license form (LO0026384), clean draft of PSA (LO0026385), interim management agreement (LO0026413), draft license agreement for "Queensridge" trademark (LO0026416), draft agreement to transfer liquor license (LO0026419), memorandum of agreement re clubhouse parcel (LO0026420)
9/9/2014	Billy Bayne responds to Henry Lichtenberger. Billy Bayne: I have made two comments? Otherwise it looks great. Thanks Billy Bayne Documents: Email (PNC001266), redline draft PSA with Billy Bayne's comments (PNC001267)
9/10/2014	Henry Lichtenberger and Todd Davis exchange emails regarding exhibits to the purchase agreement. Todd Davis: Henry, Can you please assist me in reconciling and preparing the exhibits? Allocation...F – BLANK Henry Lichtenberger: Exhibit F – need to work through the accountants for both Fore Stars and EHB Documents: Emails (LO0018579)

Summary of Documents and Correspondence
Re: Badlands Acquisition and Related Transactions

Date	Description
9/15/2014	<p>Henry Lichtenberger circulates draft letter to BCG Holdings LLC re right of first refusal</p> <p>Fore Stars, Ltd. as the owner and operator of the Badlands Golf Course...has received an offer to purchase the entire golf course for a purchase price of \$12 million...the transaction will also require the buyer to sublease the existing clubhouse for the Golf Course from Fore Stars...There is also a post-closing obligation by this buyer which may require them to purchase from Fore Stars the property covering that Golf Course clubhouse that is currently not owned by Fore Stars, in the event that Fore Stars obtains title to such property...</p> <p>Documents: Email (PNC000756), Letter to Assaf Lang (PNC000757)</p>
9/24/2014	<p>Billy Bayne sends letter to BGC Holdings rescinding offer</p> <p>Please be advised that the offer referenced in my letter dated September 15, 2014 for the sale of the Badlands Golf Course to a third party has been withdrawn. Section 3 (Right of First Refusal) of the Settlement Agreement remains in effect for BGC Holdings. To the extent that another offer is submitted during the period that the Right of First Refusal remains in effect, we will again comply in full with the notification provisions.</p> <p>Documents: letter to Assaf Lang (PNC000082)</p>
10/3/2014	<p>Emails between Billy Bayne and Henry Lichtenberger</p> <p>Billy Bayne: We have a Chinese buyer that has contacted us very interested in the golf course. He has recently played it and heard we may be willing to sell it. We have explained that there is a current offer on the Golf Course for 15 million which includes the water rights and Golf Course. We have explained that there is a first right of refusal on the golf course but that we could sell the entity. The buyer has asked that we send him an LOI for him to consider as he is a bit nervous on buying an entity. Can you write an LOI that would work. Normally, I would do it but with the situation being what it is, buying the entity, I feel you are better qualified then I. I've included Yohan's letter if you want to reference.</p> <p>Henry Lichtenberger: You are playing with fire, the only concern is that Yohan should be told you will not wait to,close until 2015, but drafting the LOI is fine</p> <p>Documents: Email (PNC001262)</p>
11/3/2014	<p>Emails regarding BGC Holdings LLC and right of first refusal</p> <p>Henry Lichtenberger: Are you able to get Assif to waive the right of refusal? If so, do you just want to purchase the course or the LLC? Understand that it is prudent to get his waiver.</p> <p>Todd Davis: Henry, I agree. Perhaps make the BGC waiver a condition which must be satisfied within xx days of execution of the agreement. The intent is to purchase the LLC</p> <p>Documents: Email (PNC001648)</p>
11/7/2014	<p>Henry Lichtenberger sends draft waiver letter to be signed by BGC Holdings</p> <p>As a follow-up to our conversation, this letter will confirm that BGC Holdings LLC waives in full any and all rights granted to us pursuant to Section 3 (Right of First Refusal) of the Settlement Agreement dated January 28, 2008 as it relates to the pending transaction for the sale in full of the assets or outstanding equity of Fore Stars.... In the event that the transaction...does not close, then the provisions of Section 3 will be reinstated.</p> <p>Documents: Email (LO0018596), draft waiver letter (LO0018597)</p>
11/10/2014	<p>Todd Davis approves waiver letter.</p> <p>Todd Davis: Sent to Yohan, to send to BGC requesting signature</p> <p>Documents: Email (PNC000760)</p>

Summary of Documents and Correspondence
Re: Badlands Acquisition and Related Transactions

Date	Description
11/14/2014	<p>Queensridge Towers LLC elects to terminate its obligations under Clubhouse Improvements Agreement and enters into lot line adjustment agreement with Fore Stars with respect to the clubhouse parcel</p> <p>Documents: Lot Line Adjustment Agreement (LO0021863)</p>
11/26/2014	<p>Henry Lichtenberger emails Billy Bayne, Yohan Lowie, and Todd Davis initial draft of "Stock Purchase Agreement" with no contingencies related to clubhouse parcel and a purchase price of \$15 million.</p> <p>Henry Lichtenberger: Attached is the initial draft of the Stock Purchase Agreement for Golf Course. The document differs greatly from the former draft of the Asset Purchase Agreement so creating a marked version would not be very beneficial....I am circulating this document to all parties at the same time, so PNC reserves the right to make additional changes and revisions.</p> <p>Documents: Email (LO0018675), draft PSA (LO0018676)</p>
12/1/2014	<p>Todd Davis emails copy of executed signature page</p> <p>Todd Davis: I hope you had a great holiday! Attached is the Purchaser executed signature page.</p> <p>Henry Lichtenberg: Should we assume you have no comments?</p> <p>Todd Davis: Correct.</p> <p>Documents: LO0018807 (signature page), Email (LO0018821)</p>
12/1/2014	<p>Billy Bayne sends fully executed signature page</p> <p>Documents: Email (LO0018084), fully executed signature page (LO0018084)</p>
12/3/2014	<p>Henry Lichtenberger sends Todd Davis documents regarding lot line adjustment</p> <p>Documents: Email (LO0019030), attached email re proposed lot line adjustment (LO0019061), aerial of proposed lot line adjustment (LO0019063)</p>
12/10/2014	<p>Frank Pankratz and Henry Lichtenberger exchange emails regarding clubhouse parcel</p> <p>Henry Lichtenberger: What are you having done with respect to the clubhouse parcel – an ALTA survey and record or survey?</p> <p>Frank Pankratz: the 2.37 acre parcel is the “Clubhouse Parcel” and the 8.17 acre parcel which is the QT LLC phase II remainder parcel....it was my understanding that QT LLC and Billy were working to file a boundary line adjustment that would create a separate APN # for each the 2.37 acre parcel is the “Clubhouse Parcel” and the 8.17 acre parcel. Am I mistaken?</p> <p>Documents: Email (LO0019413)</p>
12/17/2014	<p>Todd Davis sends emails to Alan Sklar, Yohan Lowie, and Frank Pankratz regarding restrictive covenant.</p> <p>Todd Davis: Alan...Does the 6/28/13 Settlement Agreement and Mutual Release executed among Queensridge Towers LLC (“QT”), Queensridge Highrise LLC and Fore Stars Ltd release the Restrictive Covenant dated 2/29/2008 granted by Fore Stars Ltd in favor of QT? Attached you will find the above referenced documents. See Section 6 of the Settlement Agreement and Mutual Release.</p> <p>Todd Davis: Yohan, please ping Alan about this issue. We need Henry to tender the release document to Hashem as an additional cleanup matter related to their settlement, the same as he is doing re encumbrances and lot line adjustments.</p> <p>Documents: Email (LO0019896)</p>
12/23/2014	<p>Emails regarding separating acquisition into two separate agreements</p> <p>Todd Davis: Henry, Yohan mentioned that we are separating the WRL and Fore Stars Ltd purchases into 2 separate transactions. Are you preparing the docs?</p>

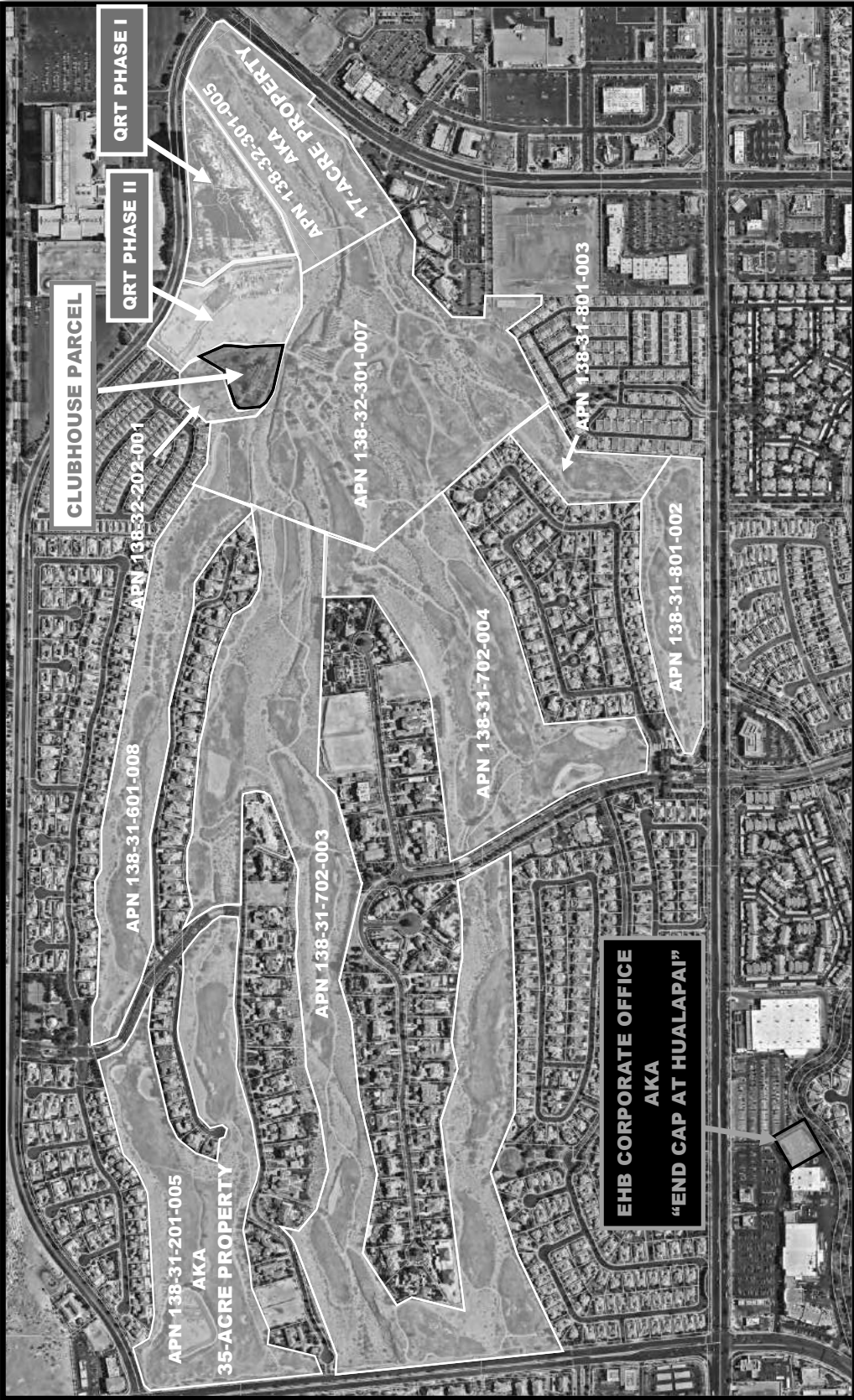
Summary of Documents and Correspondence
Re: Badlands Acquisition and Related Transactions

Date	Description
	<p>Henry Lichtenberger: The request has not been approved by the Peccole family – I will check in with them to see where there are.</p> <p>Billy Bayne: We don't have a problem accommodating with the following provision.</p> <p>Documents: Email (PNC001241)</p>
12/30/2014	<p>Henry Lichtenberger sends initial drafts of separate purchase agreements for Fore Stars and WRL LLC.</p> <p>Documents: Email (LO0023481), draft Fore Stars PSA (LO0023482), draft WRL LLC PSA (LO0023516)</p>
1/16/2015	<p>Todd Davis emails Henry Lichtenberger revisions to purchase agreements for Fore Stars and WRL LLC.</p> <p>Documents: Email (LO0023836), redline draft of PSA for Fore Stars (LO0023854), redline draft of PSA for WRL (LO0023879)</p>
1/21/2015	<p>Henry Lichtenberger send Todd Davis comments on revised purchase agreements.</p> <p>Henry Lichtenberger: My only comment to the revised agreement is that Section 8.13 (Indemnification) needs to remain the WRL Agreement. Rather than reinsert the provision, I want to provide you with the comment. The Peccole family in large part elected to proceed with the transaction based on the indemnification agreement. The request to split the agreement was done as an accommodation to the Buyer, but the agreements must contain the same language as it relates to indemnification.</p> <p>Documents: Email (LO0024212)</p>
2/19/2015	<p>Todd Davis sends documents related to Clubhouse Improvements Agreement and office collateral to Brett Harrison.</p> <p>Todd Davis: Underlying documents re office collateral. Of course, by virtue of our purchasing Fore Stars Ltd. the encumbrance would have gone away anyway.</p> <p>Documents: Email (LO0020349), Clubhouse Improvements Agreement (LO0020350), First Amendment to Clubhouse Improvements Agreement (LO0020355)</p>
2/19/2015	<p>Billy Bayne sends email regarding final notes and clarifications to agreement.</p> <p>Billy Bayne: In the email string below you will find the last set of notes and clarifications to our PSA. I discussed with the family for some time yesterday and last night, the possibility of closing with 12M and extending the option on the end cap at Hualapai for 1 year as you work to pay off the additional 3m, as well as extending the reps and the warranties, as you proposed yesterday. The families position, is that they have a signed agreement, they are and were comfortable with, and they are not willing to change the terms, at this stage. We do acknowledge that the indemnification in the PSA is limited to development on the golf course. At this stage, I've been directed to respond to you in writing and work toward the closing on March 2nd. Consequently, I've directed Henry to work toward the closing on March 2nd as well. Thank you and we look forward to closing on March 2nd.</p> <p>Documents: Email (PNC001603)</p>
2/26/2015	<p>Henry Lichtenberger and Todd Davis exchange emails regarding final draft of purchase agreements for Fore Stars and WRL LLC.</p> <p>Henry Lichtenberger: Attached are clean and marked versions of the WRL and Fore Stars agreement plus the license agreement for the Queensridge name as referenced in the Fore Stars Agreement. In the interest of time, I am circulating to all parties simultaneously which may result in further changes from my client. The current executed agreement remains in full force and effect until the WRL and Fore Stars agreements are finalized and signed at the closing.</p> <p>Todd Davis: The allocation between Fore Stars and WRL is \$7.5 million each. I will send revised docs shortly.</p>

Summary of Documents and Correspondence
Re: Badlands Acquisition and Related Transactions

Date	Description
	<p>Henry Lichtenberger: Is that the only comment? If so, I will revise and circulate updated copies.</p> <p>Todd Davis: Yes, that is the only comment. I will wait for your updates. Thx!</p> <p>Documents: Email (LO0024862)</p>
3/2/2015	<p>Developer acquires WRL and Fore Stars through a subsidiary, Ramalta LLC</p> <p>Documents: Email (LO0021151), Fore Stars PSA (LO00004063), WRL PSA (PNC000373)</p>
5/22/2015	<p>Email re purchase of endcap at Hualapai Commons (EHB corporate office)</p> <p>Henry Lichtenberger: In connection with the transfer of the endcap at Hualapai Commons, attached please find drafts of the CC&R's and Declaration of Private Maintenance that must be finalize so they can be recorded before the record of survey covering the endcap... The plan is still on track for the transfer to occur in late July or early August 2015...</p> <p>Documents: Email (PNC001337)</p>
6/8/2015	<p>Parcel map for clubhouse parcel is recorded</p> <p>Documents: Email (LO0022045), Recorded map (CLV304160)</p>
7/8/2015	<p>Quit claim deed transferring clubhouse parcel from Queensridge Towers LLC to Fore Stars is recorded</p> <p>Documents: Quitclaim deed (CLV034540)</p>
11/18/2015	<p>Record of survey map for Office Collateral Property at Hualapai commons is recorded.</p> <p>Documents: Record of Survey recorded in File 197, Page 31 of Surveys, Clark County Recorder's Office</p>
7/13/2017	<p>Deed transferring title to Office Collateral Property to Developer is recorded.</p> <p>Documents: Grant Bargain Sale deed recorded as Instrument No. 20170713-000859 in Clark County Recorder's Office.</p>

EXHIBIT “FFFF-3”



EHB Corporate Office Leased with option to purchase (2004 - 2017) Acquired from Peccole family in 2017	Badlands Property Owned by Fore Stars Ltd. Acquired from Peccole Family 3/2/2015	Clubhouse Parcel Formerly part of Queensridge Towers Phase II Leased to Fore Stars (2005-2015) Acquired from Queensridge Towers LLC 7/8/2015
---------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT “FFFF-4”

COMPLETE APPRAISAL OF
REAL PROPERTY

**One Queensridge Place - Phase I (Towers I
and II)**

A Proposed 219-Unit, Luxury High-
Rise Condominium Development
9103 Alta Drive
Las Vegas, Clark County, Nevada 89145

IN A SELF-CONTAINED
APPRAISAL REPORT

Dates of Value:

October 13, 2005 - As Is

October 15, 2006 - Upon Completion of Construction

Prepared For:

HSBC Bank USA

534 Broad Hollow Road, Suite 130
Melville, New York 11747

Prepared By:

Cushman & Wakefield of Nevada, Inc.

Valuation Services, Capital Markets Group
3930 Howard Hughes Parkway, Suite 250
Las Vegas, NV 89109

C&W File ID: 05-56001-9095

VALUATION SERVICES



1631

LO 0035305

11802

Identification of Property

Common Property Name: One Queensridge Place - Phase I (Towers I and II)

Location: 9103 Alta Drive
Las Vegas, Clark County, Nevada 89145

The subject is located on the south side of Alta Drive, approximately 450 feet west of Rampart Boulevard, adjacent north of the Badlands Golf Club.

Property Description: The assignment will provide an opinion of value for Phase I of Queensridge One, Towers I and II, which are currently under construction. When completed Towers I and II will contain 219 luxury condominium units totaling 789,321 square feet of livable area and 1,016,175 saleable square feet. According to a new site survey and Executive Homebuilders, Phase I is located on a 19.66-acre parcel (856,513 square feet of land area). Due to the site's frontage along Alta Drive and above average location, the commercial visibility and exposure is considered to be excellent.

Assessor's Parcel Number: 138-32-210-001

Property Ownership and Recent History

Current Ownership: Queensridge Towers LLC

Sale History: According to the Clark County Assessor's records, current ownership in the subject property is vested in Queensridge Towers, LLC. According to the owner, partnership interests in this limited liability corporation include a 40 percent interest held by the Peccole Family Limited Partnership and 60 percent interest owned by Executive Home Builders, Inc. Mr. Yohan Lowrie is the principal of Executive Home Builders, Inc.

The subject property represents one of the few remaining vacant sites, which comprised the original Peccole Ranch holdings of Bill and Wanda Peccole. The Peccoles acquired the original Peccole Ranch site in 1953. Prior to Peccole's sale of a partial interest in December 2003, ownership was held by the Peccole 1982 Trust, as to an undivided 45 percent interest, and by the William Peter Peccole and Wanda Ruth Peccole Family Limited Partnership as to an undivided 55 percent. According to Mr. Lowrie, he bought the 60 percent interest for \$9.5 million in late 2003. At the time, Mr. Lowrie acquired his interest; it did not have its current project entitlements.

Mr. Lowrie reported that in August and September of 2004, he received two offers to buy the land with project entitlements for \$90,000,000, or approximately \$98.21 per square foot.

The property was originally proposed for high-rise luxury development in 1998. That project was known as the Versailles at Peccole Ranch. The property received zoning approval, but was put on hold until 2004. Other than the information provided

EXHIBIT “FFFF-5”



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

July 12, 2004

Mr. Larry Miller
Queensridge Towers, Limited Liability Company
851 South Rampart Boulevard, Suite #220
Las Vegas, Nevada 89145

RE: SDR-4206 - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JULY 7, 2004
Related to ZON-4205 & VAR-2407

Dear Mr. Miller:

The City Council at a regular meeting held July 7, 2004 APPROVED the request for a Site Development Plan Review FOR A 385-UNIT CONDOMINIUM COMPLEX CONSISTING OF TWO 16-STORY AND TWO 18-STORY TOWERS WITH ANCILLARY USES, CLUBHOUSE, AND A 17,400 SQUARE FOOT, SINGLE-STORY OFFICE BUILDING on 20.1 acres adjacent to the south side of Alta Drive, approximately 450 feet west of Rampart Boulevard (APN: 138-32-210-001, portion of 138-31-312-002), R-PD7 (Residential Planned Development - 7 Units Per Acre) and U (Undeveloped) Zones. The Notice of Final Action was filed with the Las Vegas City Clerk on July 8, 2004. This approval is subject to:

Planning and Development

1. A Rezoning (ZON-4205) to a PD (Planned Development) Zoning District and a Variance (VAR-4207) approved by City Council.
2. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.
3. All development shall be in conformance with the site plan and building elevations, date stamped 05/21/04, and the Queensridge Towers Development Standards document, except as amended by conditions herein.
4. The western most tower shall be no taller than 14 stories.
5. A detailed landscape plan conforming to the requirements of the Landscape, Wall and Buffer Standards must be submitted to the Planning and Development Department for approval prior to the issuance of building permits. The use of turf shall be limited to a maximum of 12.5% of the total

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

1633

CLV113932

11805

landscaped area. The number of trees in the perimeter buffers shall be increased as required by City standards.

6. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner.
7. A Master Sign Plan shall be submitted for approval of the Planning Commission or City Council prior to the issuance of a Certificate of Occupancy for any building on the site. The Queensridge Towers Development Standards document shall be modified to reflect the requirement for a Master Sign Plan.
8. Prior to the submittal of a building permit, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.
9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets. Trash enclosures shall be walled and roofed in accordance with Title 19.08.
10. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize 'shoe-box' fixtures and downward-directed lights. Wallpack lighting shall utilize 'shoe-box' fixtures and downward-directed lights on the proposed building. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Title 19.12.
12. All City Code requirements and design standards of all City departments must be satisfied.

Public Works

13. Provide a copy of a recorded Joint Access Agreement between this site and the adjoining parcel to the northwest prior to the issuance of any permits.

Mr. Larry Miller
SDR-4206 Page Three
July 12, 2004

14. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a.
15. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-4205 and all other subsequent site-related actions.

Sincerely,



Stacey Campbell
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Greg Borgel
Moreno & Associates
300 South Fourth Street, Suite #1500
Las Vegas, Nevada 89101

Mr. Thomas Schoeman
JMA Architecture Studios
10150 Covington Cross Drive
Las Vegas, Nevada 89144

Filed Under Seal

EXHIBIT “FFFF-6”

Filed Under Seal

EXHIBIT “FFFF-7”

EXHIBIT “FFFF-8”

**BADLANDS GOLF COURSE CLUBHOUSE
IMPROVEMENTS AGREEMENT**

This BADLANDS GOLF COURSE CLUBHOUSE IMPROVEMENTS AGREEMENT (this "*Agreement*") is made as of the 6th day of September, 2005, by and between **FORE STARS, LTD.**, a Nevada limited liability company with a mailing address c/o Peccole-Nevada Corporation, 851 South Rampart Boulevard, Suite 200, Las Vegas, Nevada 89145 (the "*Company*") and **QUEENSRIDGE TOWERS LLC**, a Nevada limited-liability company (the "*Towers*") with a mailing address of 9755 West Charleston Boulevard, Las Vegas, Nevada 89117 with respect to the following facts and circumstances:

RECITALS

A. This Agreement is being made in advance of the Closing of that certain Securities Redemption Agreement (the "*Redemption Agreement*") by and among the Towers and Queensridge Highrise LLC, a Nevada limited liability company ("*Highrise*"). A draft of the Redemption Agreement is attached hereto as Exhibit "A." The Company and Highrise are affiliated entities. Capitalized terms used but not otherwise defined herein shall have those meanings ascribed to them in the attached draft of the Redemption Agreement.

B. The Company is the owner of the Badlands Golf Course located in Las Vegas, Nevada, which is on land located adjacent to the proposed Queensridge Towers project.

C. Highrise has agreed to have its Securities redeemed by the Towers, in exchange for the items and consideration listed in Article 1 of the Redemption Agreement, including, the agreement that the Company and Towers, prior to the Closing, agree to execute such necessary documentation needed to cause a boundary line adjustment to be recorded with the Office of the Recorder, Clark County, Nevada resulting in the transfer of approximately 5.13 acres from the Company to the Towers, with a portion of such land including the Current Golf Course Clubhouse;

D. Pursuant to this Agreement and independent of any other obligation contained in the Redemption Agreement, Towers shall pay an amount not to exceed \$4,000,000 with such monies to be allocated as follows: (i) for the costs and expenses related to the construction of the New Golf Course Clubhouse pursuant to the Plans (defined later), by an entity affiliated with or contracted by Towers, in an amount not to exceed \$3,150,000; and (ii) the payment of the Reconfiguration Costs in an amount not to exceed \$850,000 (collectively, the "*New Golf Course Clubhouse Costs*").

NOW, THEREFORE, for and in consideration of the mutual promises, representations and warranties contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and Towers agree as follows:

1. **Construction of the New Golf Course Clubhouse.** The Towers shall, at its sole cost and expense, in an amount not to exceed \$3,150,000, construct or cause to be constructed the New Golf Course Clubhouse, in a good and workmanlike manner and substantially in compliance with the Plans (defined later) and all applicable building codes (such obligations, the Towers' "*Construction Obligations*"). The Towers shall endeavor to cause the Construction Obligations to be substantially completed on or before August 1, 2015 (the actual date of such substantial completion of the New Golf Course Clubhouse and Tower's dispatch to the Company of the "*Substantial Completion Notice*" as provided for hereinbelow, the "*Substantial Completion Date*"); provided, however, that the failure of the Towers to do so shall not give rise to any claim of the Company, but rather the

Company's sole remedy resulting therefrom shall be that the term of the Lease (defined later) shall continue until such date that is the later of: (i) thirty (30) days after the Substantial Completion Date; or (ii) the date in which the Company receives a certificate of occupancy for the New Golf Course Clubhouse by all necessary governmental and regulatory authorities and all required licenses (with the exception of the receipt of any gaming licenses for any gaming activities that may be conducted in the new clubhouse) are obtained by the Company to operate the New Golf Course Clubhouse (collectively, "*Substantially Completed*"). In connection with the Tower's discharge of its Construction Obligations: (i) the Company hereby grants to the Towers, its contractors and their subcontractors an easement to enter on to and utilize that portion of the Golf Course for the purpose of constructing the New Golf Course Clubhouse and completing any punch-list items relating thereto with prior notice and consent by the Company, which consent shall not be unreasonably withheld, delayed or conditioned if such activities will not materially affect the Golf Course or its operations; (ii) the Company shall at its sole cost and expense designate an individual who shall have the authority to approve any matter and act for the Company with respect to the New Golf Course Clubhouse and any issue relating to the Construction Obligations (such person as may be changed from time to time by the Company in its discretion, "*Operator's Representative*"); and (iii) Operator's Representative shall make himself or herself reasonably available to the Towers and/or its contractors to facilitate regular communication with the Tower's and/or its contractors relative to the New Golf Course Clubhouse and the Construction Obligations. For purposes of this Agreement, the term "*Plans*" shall mean the actual plans (construction or otherwise), square footage and costs for the New Golf Course Clubhouse as jointly determined by good faith discussions between the Company and Towers after the date of this Agreement, with the express understanding that the proposed costs for the New Golf Course Clubhouse of \$3,150,000 are based on the condition that the Company receive an operational and functional clubhouse (with such amenities comparable to what exists in the Current Golf Course Clubhouse as of the date of this Agreement) with similar aesthetics to the Current Golf Course Clubhouse; however, in the event that the Towers desires to cause the New Golf Course Clubhouse to be built following the architectural design of the Queensridge Towers project, then all such costs over and above the \$3,150,000 amount shall be at the sole and absolute expense and obligation of the Towers (the "*Additional Payment Requirement*"). In the event that the Substantial Completion Date is not met, then the parties agree that the Towers has the option to deliver the full amount of the New Golf Course Clubhouse Costs and permit the Company to proceed as provided for in the last sentence of Section 3 hereof.

2. Lease. Simultaneously with the execution of this Agreement, Towers shall execute a lease with the Company for the sum of \$1 per year to permit the Company to continue to operate the Current Golf Course Clubhouse that is located on a portion of the land included in the Lot Line Adjustment (the "*Lease*"), a form of which is attached hereto as Exhibit 2(a) and incorporated by referenced herein. The Lease will be for an initial term of ten (10) years, with five additional ten (10) year options. However, both parties agree that the Lease will be automatically terminated on the date, which is 30 days after the new clubhouse is completed and a certificate of occupancy and all required licenses (with the exception of the receipt of any gaming licenses for any gaming activities that may be conducted in the new clubhouse) are obtained by Fore Stars to operate the new clubhouse. All parties agree that a Memorandum of Lease, a form of which is attached hereto as Exhibit 2(b) and incorporated by reference herein, regarding the Lease will be recorded, immediately after the Closing, with the Office of the Recorder, Clark County, Nevada simultaneously with the recordation of the Lot Line Adjustment and receipt of written evidence of all approvals, including from HSBC Commercial, Inc., the current lien holder for the property owned by the Company with such lien to be modified to cover all such lands transferred under the Lot Line Adjustment.

3. Pledge of Office Collateral. A condition to the execution of this Agreement and to cause the Lot Line Adjustment to be recorded is the receipt of the Office Collateral as described in

this Section 3. The Towers agrees that simultaneously with the execution of this Agreement, that the Company will received a pledge by Executive Home Builders, Inc., a Nevada corporation ("EHB"), an entity affiliated with the Towers, of collateral being identified as Executive's current corporate offices located at 9755 West Charleston Boulevard, Las Vegas, Nevada 89117 which location is subject to a purchase option as outlined in the lease for this location with Hualapai Commons Ltd., LLC, an entity affiliated with Fore Stars (the "Office Collateral") in the form of a letter agreement attached hereto as Exhibit 3 hereof and incorporated by reference herein. The Company agrees that it will terminate the pledge of the Office Collateral upon the earlier of: (i) the completion and payment of such amounts by Towers for the New Golf Course Clubhouse Costs; or (ii) if Towers elects to escrow the then remaining funds required for the New Golf Course Clubhouse Costs or deliver an irrevocable letter of credit covering such amount for a period of time that will end when the new clubhouse is completed and is ready for occupancy. Notwithstanding anything to the contrary in this Agreement, all parties agree that the entire New Golf Course Clubhouse Costs shall become due and immediately payable to the Company upon: (i) a Sale or Transfer Provision; or (ii) a Change of Control in the Company which may occur after the Closing. Should such payments become due and payable resulting from a Sale or Transfer Provision or Change of Control, the pledge of the Office Collateral shall terminate and the Lease will remain in effect until such time as the New Golf Course Clubhouse is completed is constructed and completed with such construction and design of the New Golf Course Clubhouse to be at the sole and absolute discretion of the Company with a date of completion no later than 18 months from receipt of the proceeds of the New Golf Course Clubhouse Costs.

4. Turnover of the New Golf Course Clubhouse and Payment of Construction Obligations. When the New Golf Course Clubhouse has been Substantially Completed, the Towers shall send the Substantial Completion Notice to the Company and the Company shall promptly thereafter inspect the New Golf Course Clubhouse jointly with the Towers and furnish to the Towers and/or the contractor a punch-list of items to be corrected to substantially conform to the Plans. The Towers and/or contractor shall thereafter promptly and diligently cause all such punch-list items as are required to be corrected to substantially conform to the agreed upon Plans. On the Substantial Completion Date: (i) the Company shall take possession of the New Golf Course Clubhouse, subject to any continued use of the New Golf Course Clubhouse and surrounding property by Towers, its contractors, and/or their subcontractors for purposes of completing the punch-list items; (ii) upon such acceptance of possession of the New Golf Course Clubhouse by the Company, Towers shall pay 100 percent (100%) of the costs for the New Clubhouse in an amount not to exceed \$3,150,000 to the contractor retained by the Company and Towers to build the New Golf Course Clubhouse plus the Additional Payment Requirement, if applicable; and (iii) the Lease shall terminated in accordance with the terms contained therein.

5. Golf Course Reconfiguration Costs. Prior to the date of this Agreement, the Company, with the consent and approval of the Towers, undertook the obligation to commence certain renovations to the Golf Course to reconfigure certain portions of the Golf Course pursuant to that certain Agreement with Ranger Golf dated July 15, 2005, a copy of which is attached hereto as Exhibit "B" and incorporated by referenced herein. The Company agreed to commence such activities in order to minimize hazards between the Golf Course and the pre-construction and ongoing activities occurring on or about the Queensridge Towers project. Accordingly, Towers agrees to reimburse the Company in an amount not to exceed \$850,000 for the Reconfiguration Costs with such payments due and payable to the Company upon the earlier of: (i) completion of Phase II of the Queensridge Towers project; or (ii) the decision by the Towers to not proceed with the completion of Phase II.

6. Miscellaneous. Each of the parties hereto represents and warrants that it has all requisite authority to enter into this Agreement, that this Agreement and its performance hereunder will not violate any order that it is aware of or any agreement or instrument that it is subject to, and that it is not aware of any restriction with respect to the New Golf Course Clubhouse or condition of the property underlying the New Golf Course Clubhouse that would preclude and/or materially inhibit any party's performance under this Agreement. Each of the parties hereto covenants to cooperate (but at no cost to such cooperating party except to the extent expressly provided for herein) with the other party hereto in order to assist such other party in the satisfaction of its obligations under this Agreement. Any notices sent pursuant to this Agreement shall be sent by certified mail, return receipt requested, to the other party at the address set forth above, or to such other address as any party may from time to time advise the other party of, and any such notice shall be deemed to be dispatched as of the postmark date thereof and shall be deemed to be received as of the date three days after such date of dispatch. This Agreement together with the Redemption Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and writings with respect thereto. Each party to this Agreement has reviewed this Agreement and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement. In the event of a conflict between the provisions of this Agreement and the Redemption Agreement, the provisions of this Agreement shall control. Additionally, in the event that all parties do not execute the Redemption Agreement and a Closing does not occur, this Agreement shall nonetheless remain in full force and effect. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada, without regard to its principles of conflict of laws, and the exclusive forum for adjudication of any dispute with respect hereto shall be the federal and state courts located in Clark County, Nevada.

[signatures on next page]

IN WITNESS WHEREOF, the Company and the Seller have caused this Agreement to be signed as of the date first above written.

COMPANY:

FORE STARS, LTD.,
a Nevada limited liability company

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


Larry A. Miller, Chief Executive Officer

TOWERS:

QUEENSRIDGE TOWERS LLC
a Nevada limited liability company

By: Executive Homes, Inc., a Nevada
corporation, Operations Manager

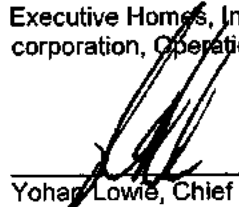

Yohar Lowie, Chief Executive Officer

EXHIBIT A

Exhibit A

1698

LO 0018456 (A-17-758528-J Confidential and Privileged NRCP 26)

11817

SECURITIES REDEMPTION AGREEMENT

This SECURITIES REDEMPTION AGREEMENT (the "*Agreement*") dated as of September __, 2005 (the "*Agreement*") between QUEENSRIDGE TOWERS, LLC, a Nevada limited liability company with a mailing address of 9755 West Charleston Boulevard, Las Vegas, Nevada 89117 (the "*Company*"), and QUEENSRIDGE HIGHRISE LLC, a Nevada limited liability company with a mailing address c/o Peccole-Nevada Corporation, 851 South Rampart Boulevard, Suite 200, Las Vegas, Nevada 89145 (the "*Seller*").

WHEREAS, the Company is the owner of approximately 14.5 acres of land on Alta Drive located in Clark County, Nevada and plans to develop a high-rise condominium community to be known as "*One Queensridge Place*" (the "*Queensridge Towers project*");

WHEREAS, Seller is the owner of 40 Shares (the "*Securities*") of the Company, pursuant to that certain Operating Agreement of Queensridge Towers LLC, as amended (the "*Operating Agreement*") which equals 40% of the issued and outstanding capital of the Company;

WHEREAS, Seller is owned 55% by the William Peter and Wanda Ruth Peccole Family Limited Partnership, a Nevada limited partnership (the "*FLP*") and 45% by the Peccole 1982 Trust under Declaration of Trust dated February 15, 1982 (the "*1982 Trust*") and Peccole-Nevada Corporation, a Nevada corporation ("*PNC*") serves as the Manager of the Seller, General Partner of the FLP and Trustee of the 1982 Trust;

WHEREAS, Seller wishes to sell, and the Company wishes to purchase the Securities from Seller for the terms and conditions contained in this Agreement;

WHEREAS, Fore Stars Ltd., a Nevada limited liability company ("*Fore Stars*") is an entity that is affiliated with the Seller and is the owner of the Badlands Golf Course (the "*Golf Course*"), which is on land located adjacent to the property that will become Queensridge Towers;

WHEREAS, the Company and Fore Stars, prior to the date of this Agreement, entered into that certain Improvements Agreement (the "*Improvements Agreement*") causing a boundary line adjustment to be recorded with the Office of the Recorder, Clark County, Nevada before the Closing resulting in the transfer of approximately 5.13 acres from Fore Stars to the Company (the "*Lot Line Adjustment*") which land included the current clubhouse of the Golf Course (the "*Current Golf Course Clubhouse*");

WHEREAS, Fore Stars, the owner of the federally trademarked name "Queensridge" pursuant to the U.S. Patent and Trademark Office, Serial Number 78389732 and Registration Number 2959710, Registration Date June 7, 2005, has agreed to grant the Company a license to use this name for the Queensridge Towers project (the "*License Agreement*");

WHEREAS, the parties hereto wish to provide for the implementation of their respective rights and obligations in connection with the redemption of the Securities by the Company, the Lot Line Adjustment and License Agreement each as contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
PURCHASE OF THE SECURITIES

1.1 Agreement to Purchase and Sell. The Company hereby agrees to purchase the Securities and Seller hereby agrees to sell the Securities to the Company for an aggregate purchase price of \$28,387,167 (the "*Purchase Amount*"). The Purchase Amount includes deferred consideration equaling the value of the four (4) condominium units in Queensridge Towers project being delivered pursuant to this Agreement as described in Section 1.3 (with such value being set at \$5,387,167 and allocated \$2,962,941.85 to the FLP and \$2,424,225.15 to the 1982 Trust) along with a cash payment of \$23,000,000 (the "*Cash Purchase Amount*"). The Cash Purchase Amount is payable at closing and shall be allocated and paid as follows:

(a) \$4,400,000 in cash at the Closing (defined later) via wire transfer of immediately available funds as follows:

Receiving Bank:	Nevada State Bank
Branch:	230 Las Vegas Boulevard, South Las Vegas, Nevada 89101
Routing (ABA Number)	122400779
Account Number:	0002101103
Account Name:	Peccole Family Limited Partnership

(b) \$3,600,000 in cash at the Closing (defined later) via wire transfer of immediately available funds as follows:

Receiving Bank:	Nevada State Bank
Branch:	230 Las Vegas Boulevard, South Las Vegas, Nevada 89101
Routing (ABA Number)	122400779
Account Number:	0002101145
Account Name:	Peccole 1982 Trust

(c) \$12,000,000 in cash at the Closing (defined later) via wire transfer of immediately available funds as follows:

Receiving Bank:	Nevada State Bank
Branch:	230 Las Vegas Boulevard, South Las Vegas, Nevada 89101
Routing (ABA Number)	122400779
Account Number:	0002101137
Account Name:	Fore Stars, Ltd.

(d) Seller and Company agree that the remaining \$3,000,000 of the Cash Purchase Amount shall be simultaneously deposited into an Escrow Account (the "*Escrow Account*") with First American Title Company of Nevada, 900 South Pavilion Center Drive, Suite 160, Las Vegas, Nevada 89144, Attention: Ms. Sharon Silverberg (the "*Escrow Agent*") and as further described in Section 1.3 hereof;

1.2 Escrow Account. While the monies remain in the Escrow Account, the Seller (including certain officers and directors of PNC) agrees to, among other things: (i) submit and process for entitlements, plans (with all such costs and expenses to be paid by the Company) to the

City of Las Vegas, Nevada for the development of a townhouse community to be constructed on the southwest corner of South Rampart Boulevard and Alta Drive which site will be east of the Queensridge Towers project (the "Townhouse Project"); and (ii) assist the Company to reasonably oppose any proposed developments that would affect or impact the Queensridge Towers project, including a development that has been proposed by affiliates of Triple 5 Group, Ltd. that is proposed to be located on the southeast corner of South Rampart Boulevard and Alta Drive. The Company and Seller agree that the amounts deposited into the Escrow Account shall be released to the Seller (or its designee) upon the receipt of written notice from both the Company and the Seller delivered to Escrow Agent, with the Escrow Agent hereby being irrevocable instructed, without any further action or writing on the part of either party to this Agreement, to release the entire balance of the Escrow Account, plus all earnings thereon, to the Seller on the earlier of: (i) the dates in which both all of the approvals are obtained for the proposed townhouse community and the proposed Triple 5 condominium project does not receive the necessary approvals of the City of Las Vegas, Nevada; or (ii) the closing of a transaction which results in either: (y) a sale or transfer of any portion of the property (with the exception of the transfer of title for individual condominium units from the Company to unit owners at the Queensridge Towers project or as it relates to matters of governmental or regulatory requests as well as utility easements) owned by the Company to unrelated third parties or to then members of the Company that are not deemed to be members of the Company existing as of the date of this Agreement, including the entities comprising the Israeli Transaction (defined later) (the "Sale or Transfer Provision"); or (z) a Change of Control of the Company which may occur after the Closing. Assuming that the Escrow Account was not closed pursuant to the provisions of the previous sentence, then both parties agree and consent that the amounts deposited into the Escrow Account shall be released to the Seller (or its designee) upon receipt of written notice from the Seller delivered to Escrow Agent with the Escrow Agent hereby being irrevocable instructed, without the need for any joint written instructions or any further action or writing on the part of any of the parties, to release the entire balance of the Escrow Account, plus all earnings thereon on May 1, 2007. For purposes of this Agreement, a "Change of Control" shall mean, after the Closing, if the Company causes the issuance of any additional equity interests and/or allows or consents to the transfer, assignment or hypothecation of any ownership interest by a member in the Company in the aggregate in excess of thirty-five percent (35%) of such interests, as the same may be constituted as of the date of this Agreement, but shall not be triggered upon the occurrence of any of the following events: (i) the making by the Company of any general assignment for the benefit of creditors; (ii) the filing by or against the Company as being adjudged bankrupt or of a petition being filed for reorganization or arrangement under any law relating to bankruptcy; (iii) the appointment of a trustee or receiver to take possession of substantially all of the Company's assets; (iv) the attachment, execution or other judicial seizure of substantially all of the Company's assets; (v) any hypothecation by a member of the Company of its interest in the Company, in connection with any financing transaction related to the Queensridge Towers development; or (vi) any transfer or purchase of interests by members of the Company existing as of the date of this Agreement, including the entities comprising the Israeli Transaction, by Yohan Lowie or entities affiliated with Mr. Lowie, provided, however, that any party assuming control of the Company resulting from the items described in (i) - (v) of this sentence agrees to be bound to the provisions of this Agreement. In the event that the Company does not advance the costs and expenses for the Townhouse Project, then the Seller shall be immediately relieved of its obligations and the entire balance of the Escrow Account shall be immediately released to the Seller.

1.3. Condominium Units. At Closing, the Company shall deliver binding and fully executed purchase agreements (a form of the Purchase Agreement is attached hereto as Exhibit 1.3 and incorporated by reference herein) by all necessary parties of the Company (the "Condominium Purchase Agreement") in order to cause the transfer and sale of the units identified in this Section 1.3, in a fully complete and built-out condition (with the standard finishes being

offered in similar units) with no costs to be paid by the Unit Owners identified in this Section 1.3 herein (other than pre-paid association fees and applicable sales taxes, if any from such association fees, insurance payments and property taxes related to such units that may be required to be paid at the closings by other purchasers of units in Queensridge Towers). The actual closing date for the transfer of ownership of these units from the Company to the unit owners identified below shall be simultaneously on the date of closing for the last unit in Phase I in the Queensridge Towers project from the Company to the purchaser of such condominium unit. The Condominium Purchase Agreement shall be completed showing that the entire sales price as being paid in full be each Unit Owner listed below. Once issued, the Condominium Purchase Agreements are binding obligations of the Company and will be treated like all other purchase agreements issued by the Company to other purchasers of units in the Queensridge Towers project and in the event of Change of Control or sale of the Company, the Company will specifically cause that each Condominium Purchase Agreement will remain in full force and effect and not subject to revocation, revision and/or adjustment. The Seller and each party identified as a Unit Owner agree that the right to receive their selected unit is expressly subject to the construction, by the Company or any other party assuming or purchasing its rights to construct Phase I of the Queensridge Towers project. In the event that construction for the Queensridge Towers project is not completed by any such party, or in the event any party has personal recourse against Yohan Lowie, Vickie DeHart, Paul DeHart or their affiliated entities, arising from any guaranty or letter of credit or bond or similar instrument relating to the project which is reduced to an entered judgment or order in excess of \$15 million, after any construction has commenced on the Queensridge Towers project, then the Condominium Purchase Agreements shall be deemed terminated in full and of no further force or effect.

Unit Owner	Selected Unit	Approximate Square Footage
Bruce and Laurie Bayne	Unit T Garden Level	3,933 total square footage inclusive of an approximate 626 square foot casita
Larry and Lisa Miller	Unit H, 14th Floor, Tower 1	4,792 square footage
Wanda L. Peccole	Unit E-1 2nd floor, Tower 1	2,638 square footage
Leann P. Goorjian	Unit E-1, 8th Floor, Tower 1	2,638 square footage

1.4 **Lot Line Adjustment.** Prior to the Closing, both parties executed the Improvements Agreement causing Fore Stars to execute all such necessary documentation requested by the Company in order to cause the Lot Line Adjustment in exchange for a commitment by the Company to build a new clubhouse for the Golf Course on land owned by the Golf Course (the "*New Golf Course Clubhouse*") on the conditions outlined in the Improvements Agreement. Pursuant to the Improvements Agreement, Fore Stars received a pledge by Executive Home Builders, Inc., a Nevada corporation ("*EHB*"), an entity affiliated with the Company, of collateral being identified as Executive's current corporate offices located at 9755 West Charleston Boulevard, Las Vegas, Nevada 89117 which location is subject to a purchase option as outlined in the lease for this location with Hualapai Commons Ltd., LLC, an entity affiliated with Fore Stars (the "*Office Collateral*"); and (ii) the requirement under the Improvements Agreement that obligated the Company, in an amount not to exceed \$4,000,000, of which a maximum of \$3,150,000 (unless the Additional Payment Requirement (as defined in the Improvements Agreement applies) shall be used to cover the construction costs for the New Golf Course Clubhouse (the "*New Golf Course Clubhouse Payment*") and the remaining \$850,000 payable to Fore Stars for all costs and expenses related to the reconfiguration of certain of the holes on the Badlands Golf Course due to the construction of the

Queensridge Towers project (the "Reconfiguration Costs" along with the New Golf Course Clubhouse Payment, collectively, the "Golf Course Payments") and (iii) an executed and approved Lease (as defined in the Improvements Agreement). Notwithstanding anything to the contrary in this Agreement, all parties agree that the entire New Golf Course Clubhouse Payment will be become due and immediately payable to Fore Stars upon: (i) the occurrence of a Sale and Transfer Provision; or (ii) a Change of Control. Should such payments become due and payable resulting from a sale, transfer or Change of Control, the Office Collateral will be released and the Lease will remain in effect until such time as the New Golf Course Clubhouse is constructed and completed with such construction and design to be at the sole and absolute discretion of Fore Stars with a date of completion no later than 18 months from receipt of the proceeds of the Golf Course Clubhouse Payment.

1.5 License Agreement to Use the Queensridge Name. At Closing, Fore Stars will enter into the License Agreement granting the Company the right to use the "One Queensridge Place" name, at no cost to the Company, a form of which is attached hereto as Exhibit 1.5 and incorporated by reference herein. However, the License Agreement is subject to revocation by Fore Stars, if prior to transfer of title to purchasers of the condominium units in Queensridge Towers project (the "Event"), there is a Change of Control in the Company, to entities or individuals that are deemed to be unacceptable to the Fore Stars in their reasonable discretion. Seller agrees that upon the occurrence of the Event, the License Agreement shall become irrevocable. It is agreed that any transaction with Triple Five Group, Ltd., its affiliates or shareholders, except as it relates the purchase of units in Queensridge Towers, shall be deemed to be in the reasonable discretion of the Seller to terminate the License Agreement before the Event.

1.6 Services of Robert Wallace, Director of Special Projects, Peccole-Nevada Corporation. The Company, along with Great Wash Park LLC (the "Wash") and Sahara Hualapai LLC ("SH" along with the Wash, collectively, the "Affiliated Entities") shall collectively pay to PNC (or a related entity) a sum equal to \$200,000 per year for the use, not to exceed 40 hours per week, of the services of Bob Wallace related to projects being developed by the Company and the Affiliated Entities for a period not to exceed four (4) years from the Closing or September 14, 2009. It is agreed by all parties that the provisions of this Section 1.6 does not create an employment contract between PNC, the Company or the Affiliated Entities (or related entities of such parties) and Mr. Wallace, but rather Mr. Wallace will continue to serve as an at-will employee of PNC (or a related entity). In the event that Mr. Wallace's employment with PNC (or a related entity) shall terminate (whether by agreement of the parties or upon the death or disability of Mr. Wallace) or resulting from the decision of the Company and Affiliate Entities to no longer request the services of Mr. Wallace, then the yearly payment due and payable under this Section 1.6 shall be adjusted to reflect the period of time during the year in which Mr. Wallace provided such services to the Company and Affiliated Entities and overpayment to PNC by the Company and Affiliated Entities shall be refunded. The Company, along with the Affiliated Entities shall deliver a payment equal to the first year at the Closing and will deliver the subsequent payments as follows: (i) September 14, 2006; (ii) September 14, 2007; and (iii) September 14, 2008. If such payment is not received within five (5) days after the scheduled payment date, then the provisions of this Section 1.6 shall terminate and be of no further force or effect. While the provisions of this Section 1.6 remain in place, the Company and Affiliated Entities agrees to indemnify and hold harmless both Mr. Wallace and PNC (and all officers, directors, affiliates, heirs and assigns), except for the intentional acts of either Mr. Wallace or PNC, its officers, directors, affiliates, heirs and assigns, in full for any and all services received by it hereunder.

1.7 Closing. The closing of the purchase and sale of the Securities (the "Closing") shall take place on September __, 2005 at 4:00 p.m. at the offices of Sklar Warren Conway & Williams, LLP, 8363 West Sunset Road, Suite 300, Las Vegas, Nevada 89113 or such other place and at a

time as the parties mutually agree. At the Closing: (i) the Company shall cause the Cash Purchase Amount to be paid as provided for in Section 1.1; (ii) the Escrow Account has been established and funded by the Company; (iii) the Condominium Purchase Agreements have been executed and delivered by the Company; (iv) the payment for the first year of services for Bob Wallace is funded and ready to be paid to PNC; and (v) such other documents and/or agreements required under this Agreement to be delivered at the Closing. Once the terms and conditions outlined in Article I of this Agreement are satisfied, Seller shall have no right to vote any or a portion of the Securities. The term "*Closing*" as used in this Agreement shall assume that the proposed transaction by and among the Company, IDB Group USA Investments, Inc., a Delaware corporation and Lyton US Partnership, a Delaware general partnership (the "*Israeli Transaction*") is deemed to have occurred simultaneously with the transactions contemplated herein and shall not trigger the rights granted to the Seller as it relates to a Change of Control.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrant to the Company as follows:

2.1 Organization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada.

2.2 Authority Relative to this Agreement. The Seller has full power (legal and otherwise) and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The Board of Managers of the Seller has duly and validly authorized the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. No other proceedings on the part of the Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Seller and, assuming due and valid execution by the Company, constitutes a valid and binding agreement of the Seller, enforceable against the Seller in accordance with its terms.

2.3 Ownership. Seller is the sole record holder and beneficial owner of the Securities. The Securities are free and clear of any lien, pledge, mortgage, charge, security interest or encumbrance of any kind. The Seller is not a party to any agreement or arrangement that will impose any such encumbrance upon the Securities as a result of the transaction contemplated hereby.

2.4 Conflicts, etc. Neither the execution, delivery nor performance of this Agreement by the Seller will (a) conflict with, or result in a breach of, or constitute a default under, or result in violation of, any agreement or instrument to which the Seller is a party or by which the property of the Seller is bound or (b) result in the violation of any applicable law or order, judgment, writ, injunction, decree or award of any court, administrative agency or governmental authority.

2.5 Resignations. The Seller shall cause to be delivered to the Company at the Closing written resignations from Larry A. Miller and J. Bruce Bayne, both of whom serve on the Company's Board of Managers as the designees of the Seller as provided for in the Operating Agreement.

2.6 No Disparagement; Press Releases and Public Announcements. The Seller agrees that it will not engage in any conduct that is injurious to the Company's reputation and interests, including, but not limited to, publicly disparaging (or inducing or encouraging others to publicly disparage) the Company or any of the Company's managers, officers, employees or agents. In addition, Seller shall not issue any press release or make any public announcements relating to the

subject matter of this Agreement without the prior written approval of the Company, which approval shall not be unreasonably withheld or delayed unless required pursuant to federal, state or local laws or regulations.

ARTICLE III **REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company represents and warrants to the Seller as follows:

3.1 **Organization.** The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada.

3.2 **Authority Relative to this Agreement.** The Company has full power (legal and otherwise) and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The Board of Managers of the Company has duly and validly authorized the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. No other proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Company and, assuming due and valid execution by the Seller, constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

3.3 **Conflicts, etc.** Neither the execution, delivery nor performance of this Agreement by the Company will (a) conflict with, or result in a breach of, or constitute a default under, or result in violation of, any agreement or instrument to which the Company is a party or by which the property of the Company is bound or (b) result in the violation of any applicable law or order, judgment, writ, injunction, decree or award of any court, administrative agency or governmental authority.

3.4 **Israeli Transaction.** As of the date of this Agreement, the Company, to the best of its knowledge, does not believe or have reasons to believe that Triple 5 Group, Ltd. or any of its shareholders or affiliates are deemed to be a majority owner, controlling shareholder or partner of any entity included within the definition of the Israeli Transaction.

3.5 **No Disparagement; Press Releases and Public Announcements.** The Company agree that they will not engage in any conduct that is injurious to either Seller's reputation and interest, including, but not limited to, publicly disparaging (or inducing or encouraging others to publicly disparage) the Seller, or any of the Seller's affiliated entities, managers, members, officers, employees or agents. In addition, the Company shall not issue any press release or make any public announcements relating to the subject matter of this Agreement without the prior written approval of the Seller, which approval shall not be unreasonably withheld or delayed unless required pursuant to federal, state or local laws or regulations.

ARTICLE IV **RELEASE**

Upon the full and complete satisfaction of this conditions outlined in Article I hereof, the Company and Seller hereby remise, release, acquit, satisfy and forever discharge each other from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, liens, damages, judgments, executions, claims, for settling all past accounts (except for any and all obligations (financial or otherwise) of the Company or Seller and

their respective affiliates discussed in this Agreement) and demand whatsoever, in law or in equity, which either party ever had, now has, or which any personal representatives, successor, heir or assign of either party, hereafter can, shall or may have, against each other, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world up to and including the date of this Agreement, whether known or unknown, liquidated or unliquidated, contingent or noncontingent, except for the obligations and conditions to be performed pursuant to this Agreement.

In addition, the Seller acknowledges that the amounts to be paid to them, including the condominium units described in Section 1.3 and the Golf Course Payments, for the Securities are the full payments due to them and that they are not entitled to any back-end profits, participation or other additional consideration as a result of this transaction or for future transactions of the Company and/or its projects, including the Israeli Transaction. The Seller further acknowledges that this transaction is separate from any concurrent or subsequent transaction regarding the Company, its members and/or its projects and the Seller shall have no right to any information with respect to such transactions, given that such transactions may be different, and in certain respects materially superior to the Company and its members and in other respects materially inferior for the Company and/or its members.

ARTICLE V INDEMNIFICATION

5.1 Survival of Representations. Article V (to the extent not otherwise cancelled as provided therein) and all representations and warranties made by the parties pursuant to this Agreement shall survive the execution and delivery of this Agreement. All agreements and covenants contained in this Agreement shall survive as set forth in Section 5.3 hereof.

5.2 Agreement to Indemnify. Subject to the terms and conditions of this Article V:

(a) The Company hereby agrees to indemnify, defend and hold harmless Seller and its managers, members, officers, directors, shareholders, agents, representatives, successors and assigns (each, a "*Company Indemnified Party*") from and against all demands, claims, actions, causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' fees and expenses (collectively, "*Damages*"), directly asserted against, resulting to, imposed upon or incurred by a Company Indemnified Party at any time after the date hereof, by reason of, resulting from or in connection with any breach of any representation of the Company contained in Article III hereof or with respect to the business of the Company, including the construction, development and sale of units in the Queensridge Towers project from the date of formation of the Company as well relating to the services being provided to the Company from PNC and/or Bob Wallace as described in Article 1 hereof (collectively, the "*Company Claims*"), except for the intentional acts of either Mr. Wallace or PNC, its officers, directors, affiliates, heirs and assigns, related thereto.

(b) The Seller hereby agrees to indemnify, defend and hold harmless the Company and its managers, officers, directors, shareholders, agents, representatives, successors and assigns (each, a "*Seller Indemnified Party*") from and against all Damages, directly asserted against, resulting to, imposed upon or incurred by a Seller Indemnified Party at any time after the date hereof, by reason of, resulting from or in connection with any breach of any representation of the Seller contained in Article II hereof (the "*Seller Claims*").

5.3 Conditions of Indemnification. The obligations and liabilities of the Seller Indemnifying Party or the Company Indemnifying Party, as the case may be (the "*Indemnifying*

Party"), under Section 5.2 with respect to the Company Claims or the Seller Claims, as the case may be (the "Claims"), made by third parties shall be subject to the following terms and conditions:

(a) The Company Indemnified Party or the Seller Indemnified Party, as the case may be (the "Indemnified Party"), will give the Indemnifying Party prompt notice of such Claim, and the Indemnifying Party will assume the defense thereof by representatives chosen by it and reasonably satisfactory to the Indemnified Party; provided, however, that the failure to provide prompt notice shall not relieve the Indemnifying Party of its obligations hereunder unless, and only to the extent, such failure shall have materially and adversely prejudiced the defense any Claim.

(b) If the Indemnifying Party, within a reasonable time after notice of any such Claim, fails to assume the defense thereof, the Indemnified Party shall (upon further notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Claim on behalf of and for the account and risk of the Indemnifying Party, subject to the right of the Indemnifying Party to assume the defense of such Claim at any time prior to the settlement, compromise or final determination thereof.

(c) Anything in this Section 5.3 to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, at its own cost and expense, and to compromise or settle such Claim with the consent of the Indemnifying Party and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party a release from all liability in respect of such Claim.

5.4 Remedies. The remedies provided herein shall be cumulative and shall not preclude assertion by any party hereto of any other rights or the seeking of any other remedies against any other party hereto.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.1 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of Seller and the Company at any time with respect to any of the terms contained herein.

6.2 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 6.2.

6.3 Survival. All of the agreements and covenants contained in this Agreement shall survive for the period indicated in any such covenant or agreement or, if no period is indicated, forever until satisfied.

6.4 Investigations. The respective representations and warranties of Seller and the Company contained herein shall not be deemed waived or otherwise affected by any investigation made by any party hereto.

6.5 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the addresses listed above (or at such other address for a party as shall be specified by like notice, provided that notices of a change of address shall be effective only upon receipt thereof):

6.6 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties, nor is this Agreement intended to confer upon any other person except the parties hereto any rights or remedies hereunder.

6.7 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Nevada (regardless of the laws that might otherwise govern under applicable Nevada principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be initiated and tried exclusively in the state and federal courts located in the Clark County, Nevada.

6.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed via facsimile.

6.9 Neutral Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement. As used in this Agreement, the term "person" shall mean and include an individual, a partnership, a joint venture, a corporation, a trust, a limited liability company, an unincorporated organization and a government or any department or agency thereof. Each party to this Agreement agrees that the provisions contained herein shall not be construed in favor of or against any party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement, and any rules of construction to the contrary are hereby specifically waived. The terms of this Agreement were negotiated by the parties hereto and each party has read and reviewed the provisions of this Agreement and has had, or has had the opportunity to have, separate counsel read and review this Agreement.

6.10 Entire Agreement. This Agreement, including the documents referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the purchase of the Membership Interest. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein or therein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Company and the Seller have caused this Agreement to be signed as of the date first above written.

COMPANY:

QUEENSRIDGE TOWERS LLC
a Nevada limited liability company

By: Executive Homes, Inc., a Nevada
corporation, Operations Manager

Yohan Lowie, Chief Executive Officer

SELLER:

QUEENSRIDGE HIGHRISE LLC
a Nevada limited liability company

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

Larry A. Miller, Chief Executive Officer

The undersigned hereby joins in the execution of this Agreement for the provisions outlined in Section 1.4 hereof.

Executive Home Builders, Inc.,
a Nevada corporation

Yohan Lowie, Chief Executive Officer

The undersigned hereby joins in the execution of this Agreement for the granting of the License Agreement described in Section 1.5 hereof.

FORE STARS, LTD.
a Nevada limited liability company

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

Larry A. Miller, Chief Executive Officer

The undersigned hereby joins in the execution of this Agreement for the provisions outlined in Section 1.6 hereof.

Peccole-Nevada Corporation,
a Nevada corporation

Larry A. Miller, Chief Executive Officer

The undersigned hereby joins in the execution of this Agreement to consent to and approve the purchase of the Securities by the Company.

QUEENSRIDGE TOWERS INVESTMENTS LP
a Nevada limited partnership

EXECUTIVE QT HOLDINGS LLC
a Nevada limited liability company

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT 1.3

Exhibit 1.3

1711

LO 0018469 (A-17-758528-J Confidential and Privileged NRCP 26)

11830

EXHIBIT 1.5

Exhibit 1.5

1712

LO 0018470 (A-17-758528-J Confidential and Privileged NRCP 26)

11831

EXHIBIT 2(a)

1

Exhibit 2(a)

1713

LO 0018471 (A-17-758528-J Confidential and Privileged NRCP 26)

11832

FORM OF LEASE

THIS LEASE (the "*Lease*") made and entered into this ____ day of September, 2005 by and between the **QUEENSRIDGE TOWERS LLC**, a Nevada limited liability company, having an address c/o Executive Homes Builders, Inc., 9755 West Charleston Blvd., Las Vegas, Nevada 89117 ("*Landlord*"), and **FORE STARS LTD.**, a Nevada limited liability company having an address at c/o Peccole-Nevada Corporation, 851 S. Rampart Blvd., Suite 220, Las Vegas, Nevada 89145 ("*Tenant*").

WITNESSETH

WHEREAS, Tenant is the owner and operator of the Badlands Golf Course (the "*Golf Course*");

WHEREAS, Tenant executed that certain Lot Line Adjustment for 5.13 acres of even date herewith (the "*Parcel*") with Landlord which caused the transfer of the property, a portion of such land includes the existing clubhouse for the Golf Course (the "*Current Clubhouse*") to the Landlord; and

WHEREAS, Landlord and Tenant (or entities affiliated with such parties) entered into that certain Badlands Golf Course Improvements Agreement, which will among other things, cause the Landlord to pay for the construction of a new clubhouse (the "*Improvements Agreement*") on property entirely owned by the Tenant and located on the Golf Course (the "*New Clubhouse*").

NOW, THEREFORE, for and in consideration of the premises, of the mutual promises and covenants contained herein, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agrees as follows:

ARTICLE 1 BASIC PROVISIONS

SECTION 1.1. Leased Premises. Landlord does hereby demise and lease unto Tenant and Tenant does hereby lease from Landlord, subject to and with the benefit of the terms, conditions, covenants and provisions of this Lease, the Current Clubhouse. Landlord further grants Tenant, subject to the provision of this Lease, the exclusive right to operate, maintain, receive and retain all of the income and profits from the Current Clubhouse. As used herein, the term "*Leasehold Estate*" means Tenant's interest under this Lease. The Parcel, including the Current Clubhouse is leased to Tenant in the condition existing on the date hereof, subject to all matters of record, including all regulations and other restrictions of governmental bodies having jurisdiction over the Parcel, all taxes, assessments, water and other charges.

SECTION 1.2. Term. The term of this Lease (the "*Initial Term*") shall commence on the date that the Lot Line Adjustment and a Memorandum of Lease covering this Lease are both recorded with the Office of the Recorder, Clark County, Nevada (the "*Commencement Date*") and end ten (10) years after the Commencement Date, plus five (5) ten (10) year options as provided for in Section 1.3. However, both parties agree that the Lease will be automatically terminated on the date, which is thirty (30) days after the New Clubhouse is completed with funds resulting from the Improvements Agreement, a certificate of occupancy is issued to the Tenant by the City of Las Vegas, Nevada to operate and conduct activities in the New Clubhouse and all required licenses are obtained (with the exception of the receipt of any

gaming licenses for any gaming activities that may be conducted in the new clubhouse) by Fore Stars which Fore Stars agrees that it will diligently pursue when needed in order to commence operations of the New Clubhouse.

SECTION 1.3. Option to Extend. Unless the Lease is terminated earlier as provided in Section 1.2 hereof, Tenant is granted five (5) successive options (each, an "Extension Option") to renew and extend the Initial Term for additional consecutive periods of ten (10) years (each, an "Extension Term"). An Extension Option shall be exercised by Tenant giving Landlord written notice thereof at least sixty (60) days prior to the end of a Term under this Lease (the "Extension Notice"). During an Extension Term, except as expressly provided in this Lease, all terms and conditions of this Lease shall remain unchanged and in full force and effect. The Initial Term, as extended by the Extension Terms, is referred to herein as the "Term".

SECTION 1.4. Permitted Uses; Exclusive Use. Tenant shall use the Parcel for the operation of the Current Clubhouse and for all other uses or purposes arising from the ownership and operation of the Golf Course.

ARTICLE 2 MAINTENANCE AND REPAIR OF IMPROVEMENTS

SECTION 2.1. Maintenance and Repairs. Tenant shall keep the Current Clubhouse in good order, repair and condition and shall make such alterations and improvements as may from time to time be necessary to maintain the existing operational standards of the Current Clubhouse. Tenant shall make any and all repairs, alterations, and replacements thereto which are necessary to maintain the Current Clubhouse in such order, repair and condition or in such better order, repair and condition as may be required by any statute, law ordinance, by-law, regulation, code or requirement of any regulatory authority (collectively, "Regulations").

SECTION 2.2. Compliance with Law. Tenant shall maintain in full force and effect all licenses, permits, and approvals appropriate to or required under any Regulation for the use (including the commencement of gaming activities in certain portions of the Current Clubhouse), operation and maintenance of the Current Clubhouse. Tenant shall ensure that the Current Clubhouse, and all work thereon and use thereof shall conform to applicable Regulations.

SECTION 2.3. Signage. Tenant may establish appropriate signage for purposes of identifying and promoting the Current Clubhouse. Signage shall not exceed the maximum allowed by the City of Las Vegas, Nevada and shall be approved by Landlord; such approval shall not be unreasonably withheld. For purpose of this Section 2.3, all current signage located on or about the Current Clubhouse is deemed approved by the Landlord.

ARTICLE 3 RENT

SECTION 3.1. Rent. Tenant shall pay to the Landlord rent for the Parcel of \$1.00 annually. Tenant shall deliver the rent payment for the first year of this Lease upon the mutual execution of this Lease and shall deliver the annual rent payment within or before the five (5) days before the anniversary date of this Lease for the remainder of the Term of this Lease.

SECTION 3.2. Rights to Cure and Enforcement Costs. If either party fails to timely perform any of its obligations or pay any monies to third parties required hereunder, the other party may, but need not, perform or pay the same and the non-performing party shall reimburse

the cost thereof within ten (10) days after demand. The non-performing party shall also pay all costs incurred by the performing party, including reasonable attorney's fees, in enforcing such obligations.

SECTION 3.3. Method of Payment. Rent shall be payable without demand, notice, set-off or counterclaim at Landlord's address first set forth above or at such other address as may from time to time be established by notice from Landlord to Tenant on the date(s) identified in Section 3.1.

SECTION 3.4. Net Lease. This Lease shall be deemed and construed to be a "triple net lease" and except as herein otherwise expressly set forth, Tenant shall pay to Landlord, absolutely net throughout the Term, the Rent, free of any charges, assessments, impositions or deduction of any kind and without abatement, deduction or set off.

ARTICLE 4 TAXES AND UTILITIES

SECTION 4.1. Taxes and Assessments. As used herein, "Property Taxes" shall mean all real estate taxes, personal property taxes, sewer and water charges, assessments, any tax upon or measured by or based in whole or in part upon, the Current Clubhouse, rent therefrom, or activities thereon, and other similar governmental charges, and impositions, general and special, ordinary and extraordinary, foreseen or unforeseen, whether in force on the date hereof or becoming applicable during the Term, and penalties and interest, if any, which shall be levied, assessed, or imposed with respect to, or become liens upon, the Current Clubhouse, the Lease or the rent due and payable herein.

Tenant shall pay to Landlord and Landlord shall, in turn pay the Property Taxes that are directly allocated and attributable to the Current Clubhouse. The foregoing shall not require Tenant to pay any income, excise, excess profits, sales, business, or other tax of general application assessed against Landlord (or such additional taxes resulting from the intended use or activities occurring on the remaining portion of the property that is owned by the Landlord), except to the extent such tax is in whole or in part considered to be in substitution for or in addition to taxes upon real estate or the rents from real estate, in which case such tax shall be paid by Tenant. Tenant shall be entitled to the benefit of any right granted by public authorities to pay Property Taxes in installments. For the fiscal periods of public authorities assessing or imposing Property Taxes in installments. For the fiscal periods of public authorities assessing or imposing Property Taxes in which the Term begins and ends, Property Taxes, and any abatements or reductions allocable thereto, shall be apportioned between Landlord and Tenant so that Tenant shall be liable only for such proportion thereof as the part of the fiscal period in question which is included in the Term bears to the whole of such fiscal period.

SECTION 4.2. Utilities and Services. Tenant shall be responsible for the continuation of all arrangements with governmental authorities and public utilities for the utilities and other like services, including, without limitation, electricity, telephone, water, sewage and gas, used on the Parcel and otherwise in connection with the Current Clubhouse, the expense, including maintenance, use and servicing, of all utilities and services shall be the direct and sole responsibility of Tenant. Landlord during the Term of this Lease shall take all necessary steps to cause all utilities and services to be made available to Tenant in order to operate the Current Clubhouse.

**ARTICLE 5
INSURANCE AND INDEMNITY**

SECTION 5.1. Coverage for Fire and Casualty. Tenant shall keep the Current Clubhouse, insured against loss or damage by fire and such other hazards as are included in a standard form "all risk" endorsement as from time to time available in an amount not less than its Full Insurable Value (as hereinafter defined) or such lesser amount as is required to prevent Landlord or Tenant from becoming a co-insurer under the terms of the policy or policies providing such coverage. As used herein, "*Full Insurable Value*" means the actual replacement cost (excluding foundation and excavation costs), with no deduction for physical depreciation, and shall be determined from time to time (but not more often than annually) by the insurer or by an appraiser. Tenant shall pay the cost of such determination or appraisal.

Tenant shall also obtain and maintain such other insurance on the Current Clubhouse or insurance in such amounts against other insurable hazards, which, at the time, are being customarily insured against for similar properties in the area of the Parcel, including, without limitation, insurance against flood, tornado and earthquake.

SECTION 5.2. Personal Liability Coverage. Tenant shall maintain comprehensive broad-form general public liability insurance against claims or bodily injury or death and damage to personal property occurring on or about the Parcel with limits reasonable approved by Landlord every two (2) years to protect against judgments from time to time being awarded in Nevada for injury, death and property damage. At the date hereof, the limit for injury and death shall be \$2,000,000 and the limit for property damage shall be \$1,000,000.

SECTION 5.3. Provisions to be in Policies. All insurance provided for in this Lease shall be affected with insurers of recognized responsibility, qualified in the State of Nevada. A certificate or duplicate of all insurance shall at all times be furnished Landlord and other insured parties as evidence that such insurance is maintained by Tenant and in force. No such insurance shall be subject to cancellation and reduction without at least thirty (30) days prior written notice given by the insurance carrier to Landlord and other insured parties. Except as otherwise herein set forth, all such policies shall be issued in favor of Tenant, Landlord and such other parties as are designated by Landlord or Tenant, or as their respective interests may appear.

SECTION 5.4. Waiver of Subrogation. Landlord and Tenant each releases the other from any and all liability or responsibility (to such party or any one claiming through or under such party by way of subrogation or otherwise) for any loss or damage to the extent covered by the insurance policies maintained by, or for the benefit of, such party even if such casualty shall have been caused by the fault or negligence of the other party or its agents. Each party shall notify their respective insurers of the foregoing release and shall endeavor to have included in all policies of insurance maintained by either party relating to the Parcel provisions pursuant to which the insurer waives all rights subrogation against the other party.

SECTION 5.5. Indemnification.

(A) **By Tenant.** Subject to the provisions of Section 5.4 above, Tenant shall indemnify and hold Landlord harmless from any claim, liability, cost or expense incurred by Landlord by reason of any injury to persons or property occurring in or about the Current Clubhouse, or arising out of the condition thereof or any construction, repairs, alterations or additions thereon, or the failure of Tenant to put or keep the same in reasonable order or repair,

and from and against all costs, expenses and liabilities, including reasonable attorney's fees, incurred in connection with any such claim or action or proceeding brought thereon, provided the same is not caused by or resulting from the act or mission of Landlord. If any action or proceeding is brought or threatened against Landlord by reason of any such claim, Tenant shall, at Landlord's election by notice to Tenant, defend or assume the defense of such action or proceeding and pay final judgment entered in any court against Landlord.

(B) By Landlord. Subject to the provisions of Section 5.4 above, Landlord shall indemnify and hold Tenant harmless from any claim, liability, cost or expense incurred by Tenant by reason of any injury to persons or property occurring in or about the Parcel or other portions of the property owned by the Landlord, or arising out of the condition thereof or any construction, repairs, alterations or additions thereon, or the failure of Landlord to put or keep the same in reasonable order or repair, and from and against all costs, expenses and liabilities, including reasonable attorney's fees, incurred in connection with any such claim or action or proceeding brought thereon, provided the same is not caused by or resulting from the act or mission of Tenant. If any action or proceeding is brought or threatened against Tenant by reason of any such claim, Landlord shall, at Tenant's election by notice to Landlord, defend or assume the defense of such action or proceeding and pay final judgment entered in any court against Tenant.

ARTICLE 6 TRANSFERS OF TENANT'S INTEREST

SECTION 6.1. Assignment. Tenant shall not assign all or any portion of its interest in this Lease without the prior written consent of Landlord, such consent shall not be unreasonably withheld or delayed so long as such use is to operate the Current Clubhouse for the Golf Course. Any assignment made by Tenant contrary to the terms of this Section 6.1 shall be void ab-initio. In the event of proposed assignment by Tenant, Tenant shall furnish to Landlord, in advance, an original copy of the instrument of assignment pursuant to which the assignee shall assume the obligations of Tenant hereunder. Notwithstanding the foregoing, the consent of the Landlord shall not be required in the event of: (i) the sale of all or substantially all of the assets or membership interests of the Tenant; or (ii) an assignment of this Lease by Tenant to a entity affiliated with the Landlord.

SECTION 6.2. Subletting. Tenant shall not sublet all or any portion of the Current Clubhouse without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed so long as such use is to operate the Current Clubhouse for the Golf Course. In all such cases of subletting, Tenant shall, when the request to sublet is made, provide a copy of the proposed sublease to Landlord.

ARTICLE 7 INTENTIONALLY OMITTED

ARTICLE 8 CASUALTY BY FIRE OR OTHER PERIL

SECTION 8.1. Insured Casualty. In case of minor damage to the Current Clubhouse by fire or other casualty or any other cause whatsoever, Tenant shall, as promptly as possible, subject to Unavoidable Delays, upon the receipt of available insurance proceeds or any deductibles elect to either restore, repair, replace or rebuild the Current Clubhouse to as nearly as possible its condition immediately prior to such damage or destruction. In the event that the

Current Clubhouse shall be totally destroyed, the Tenant and Landlord shall jointly proceed with the construction of the New Clubhouse (if such construction has not commenced) or completion of the New Clubhouse (if construction has commenced) with such funds to be paid as provided for in the Improvements Agreement. It is agreed that all insurance proceeds received under this Section 8.1 shall become the sole and absolute property of the Tenant.

ARTICLE 9 EMINENT DOMAIN

SECTION 9.1. Complete Taking. If, during the Term, the Current Clubhouse is taken by eminent domain or destroyed or rendered unusable by the action of any public or quasi-public authority or in the event of a conveyance in lieu thereof (collectively, a "Taking"), this Lease shall terminate as of the date possession shall be taken by or under such authority.

SECTION 9.2. Partial Taking. If only a part of the New Clubhouse is the subject of a Taking, and the portion remaining will, after restoration, permit the Current Clubhouse to be operated satisfactorily in the manner contemplated under this Lease, then this Lease shall continue in full force and effect with no abatement of rent and the net proceeds of the damages awarded shall be distributed to the Tenant, in an amount equal to the value of the portion of the Current Clubhouse so taken, plus consequential damages (if any) and the balance to the Landlord, and a just proportion of any Rent payable thereafter shall be abated taking into account the amount so distributed to Landlord and Tenant.

SECTION 9.3. Temporary Taking. If there is a temporary Taking of all or any portion of the Current Clubhouse, this Lease shall continue in full force and effect without any adjustments in rent. If the Current Clubhouse cannot be satisfactorily operated during the period of temporary Taking, then an abatement of rent may occur in keeping with the terms and conditions of Section 9.2.

SECTION 9.4. Cooperation Between Landlord and Tenant. Landlord and Tenant shall cooperate in all respects in connection with any Taking and any proceedings in connection therewith, and Tenant and Landlord shall jointly endeavor to mutually obtain common counsel to represent their mutual interests. Tenant may not agree to any award or settlement (except in connection with a temporary Taking) without Landlord's prior consent, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, Tenant shall institute and prosecute such proceedings as may be reasonably required to obtain an adequate award for damages to the Current Clubhouse resulting from any taking, such proceedings to be brought in the name of Landlord and Tenant. The cost of such proceedings shall be paid by Tenant, and upon receipt of the award, Tenant shall be reimbursed for such cost out of the award before the application and payment thereof as provided in this Article IX. All rights to damages to the Current Clubhouse Complex and the leasehold occurring hereunder in connection with a Taking shall be included in the award and the Landlord and Tenant hereby agree that Landlord's and Tenant's rights to such damages and awards shall be exclusively as set out herein. Each party shall execute and deliver such further instruments of assignment thereof as the other may from time to time request, to the end that such damages and awards may be allocated as hereinabove provided.

ARTICLE 10 SURRENDER; DEFAULT AND TERMINATION

SECTION 10.1. Termination for Default. If Tenant shall neglect or fail to pay rent or other sums to be paid by it within thirty (30) days after the same is due or shall neglect or fail to perform any other of Tenant's covenants, agreements or obligations hereunder for thirty (30) days after receipt of notice specifying the same (provided that such period shall be extended if the matters complained of in such notice may be corrected but cannot reasonably be expected to be corrected within thirty (30) days and Tenant begins promptly to correct such matters within thirty (30) days and thereafter prosecutes the correction to completion with reasonable diligence); then, in any of such cases, Landlord may, if it so elects, terminate this Lease if and only if, the New Clubhouse is completed and a certificate of occupancy has been issued to the Tenant to commence activities..

SECTION 10.2. Intentionally Deleted.

SECTION 10.3. Remedies Not Exclusive. The specific remedies to which either party may resort hereunder are not intended to be exclusive of any remedies or means of redress to which either party may at any time be entitled lawfully and each party may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided. Each party shall have the right to specific performance of the party's covenants and obligations arising during the Term, which right shall survive the expiration or earlier termination of this Lease.

**ARTICLE 11
MISCELLANEOUS PROVISIONS**

SECTION 11.1. Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying all rents, other payments and observing and keeping the covenants, agreements and stipulations of this Lease on its part to be kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Parcel during the Term subject to the terms and conditions hereof.

SECTION 11.2. Surrender of Current Clubhouse. At the expiration or earlier termination of the Term for whatever cause, Tenant shall surrender to Landlord the Current Clubhouse in a broom clean and swept condition.

SECTION 11.3. Security Deposit. Tenant shall not be required to deposit with Landlord any security deposit.

SECTION 11.4. No Waste; Etc. Tenant shall not overload, deface or otherwise harm the Current Clubhouse; nor commit any nuisance; nor permit the emission of any objectionable noise or odor; nor make, allow or suffer any waster; nor make any use of the Current Clubhouse, which is contrary to any law or ordinance.

SECTION 11.5. Notices. Any notices and other communications hereunder shall be in writing and shall be deemed given if mailed by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses first set forth above or such other addresses as shall have been last designated by notice in writing from one party to the other. Any such notice shall be deemed given when mailed, except that if any time period under this Lease commences with notice, such time period shall be deemed to commence, and such notice shall be deemed given, when postal records indicate delivery was made or first attempted.

SECTION 11.6. Recordation. Landlord and Tenant agree that they will record a

memorandum of lease in form sufficient for recording and at the termination of this Lease, for whatever cause, a recordable notice of termination of lease.

SECTION 11.7. Estoppel Certificates. Landlord and Tenant each agree at any time and from time to time upon not less than ten (10) days prior notice to execute, acknowledge and deliver without charge to the requesting party or to any other party designated by the requesting party, a statement in writing certifying that: this Lease is in full force and effect and unmodified (or if there have been modifications, identifying the same by the date thereof); whether, to the best of the knowledge of the certifying party, any condition exists or event has occurred which, with the giving of notice or the passage of time, would constitute a default by either party hereunder; the date to which the rents to be paid hereunder by Tenant have been paid; and such other matters as either party may reasonably specify.

SECTION 11.8. Unavoidable Delays. If Tenant, as the result of any (i) strikes, lockouts, or labor disputes; (ii) inability to obtain labor or materials, or reasonable substitutes therefor; (iii) acts of God, governmental action, civil commotion, fire or other casualty; (*"Unavoidable Delays"*), fails punctually to perform any obligation on its part to be performed under this Lease, then such failure shall be excused and not be a breach of this Lease by Tenant, but only to the extent occasioned by such event. If any right or option of Tenant to take any action under or with respect to this Lease is conditioned upon the same being exercised within any prescribed period of time or at or before a particular date, then such prescribed period of time and such named date shall be deemed to be extended or delayed, as the case may be, for a period equal to the period of the delay occasioned by any event described above. Notwithstanding the foregoing, this Section shall not excuse the failure to timely pay any sums coming due under this Lease.

SECTION 11.9. Intentionally Omitted.

SECTION 11.10. Relationship of the Parties. Nothing contained herein shall be construed as creating the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties hereto other than the relationship of Landlord and Tenant. Nothing herein shall prevent Landlord from conveying, mortgaging, or otherwise transferring all or any part of its interest in the Parcel, in each case, subject to this Leasehold Estate.

SECTION 11.11. Applicable Law: Interpretation. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada. If any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby. This Lease may be amended only by instruments in writing executed by both Landlord and Tenant. The titles of the Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. Unless repugnant to the context, the words "*Landlord*" and "*Tenant*" appearing in this Lease shall be construed to mean the parties hereto and their respective successors and assigns, and those claiming through or under them respectively.

SECTION 11.12. No Waiver. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option unless this Lease specifies otherwise. A receipt by Landlord of rent with knowledge of the breach of any covenant herein shall not be deemed a waiver of such

breach, and no waiver, change, modification or discharge by either party hereto of any provision in this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

SECTION 11.13. Intentionally Omitted.

SECTION 11.14. Attorney's Fees. In the event it become necessary to seek the services of an attorney to enforce the tenure and conditions of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, together with costs expended.

SECTION 11.15. Certain Representations by the Parties. Each party represents and warrants to the other that (i) each party has all necessary authority and approvals to enter into this Lease, and (ii) this Lease constitutes the valid, binding and enforceable obligation of each party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the date first set forth above.

QUEENSRIDGE TOWERS LLC
a Nevada limited liability company

By: Executive Home Builders, Inc., a
Nevada corporation, Operations
Manager

Yohan Lowie, Chief Executive Officer

FORE STARS LTD.
a Nevada limited liability company

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

Larry A. Miller, Chief Executive Officer

CONSENTED TO AND APPROVED
THIS __ DAY OF _____ 2005:

HSBC REALTY CREDIT CORPORATION (USA)
a Delaware corporation

By: _____
Name: _____
Its: _____

EXHIBIT 2(b)

Exhibit 2(b)

1724

LO 0018482 (A-17-758528-J Confidential and Privileged NRCP 26)

11843

A portion of APN Number _____

When recorded return to:

Henry E. Lichtenberger, Esq.
Sklar Warren Conway & Williams LLP
8363 West Sunset Road, Suite 300
Las Vegas, Nevada 89113

Space above this line
for recorder's use only

FORM OF MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "*Memorandum*"), made and entered into as of the ____ day of September, 2005, by and between **QUEENSRIDGE TOWERS LLC**, a Nevada limited liability company, having an office at 9755 West Charleston Boulevard, Las Vegas, Nevada 89117 (hereinafter called "*Lessor*"), and **FORESTARS LTD.**, a Nevada limited liability company having an office c/o Peccole-Nevada Corporation, 851 South Rampart Boulevard, Suite 200, Las Vegas, Nevada 89145 (hereinafter called "*Lessee*"),

WITNESSETH:

1. This Memorandum of Lease is entered into as of September 14, 2005 between Lessor and Lessee pursuant to and subject to the terms and conditions of that certain Lease of even date hereof (the "*Lease*") under which Lessee has the right to occupy the real estate identified in Exhibit "A" attached hereto and incorporated by reference herein in the City of Las Vegas, Clark County, Nevada, which is commonly known as the "Badlands Golf Course Clubhouse" together with all improvements located therein and rights appertaining thereto (hereinafter called the "*Premises*"), for an original 10 year term beginning on September 14, 2005 and ending on September 13, 2015.

2. The Lessee has five (5) successive options to extend the term of the Lease for successive terms of ten (10) years each, by giving notice of such exercise to Lessor not less than ninety (90) days prior to the expiration of the term then in effect. However, Lessor and Lessee both agree that the Lease will be automatically terminated on the date, which is 30 days after the completion of a new clubhouse located entirely on land owned by the Lessee (the "*New Clubhouse*") is completed and a certificate of occupancy and all required licenses are obtained by Lessee by the City of Las Vegas, Nevada in order to operate and conduct activities in the New Clubhouse.

3. The annual rent payable by the Lessee to the Lessor under the Lease shall equal the sum of \$1 per year. In addition, the Lease provides that Lessee shall pay all costs of maintenance and repair; all taxes, assessments, and charges of any and all natures with respect to the Premises, and shall protect and defend the same against all liens and claims of lien.

4. The Lease and Lessee's right, title, and interest therein and in the Premises, the easements, and appurtenances, if any, and in the options to extend the term of the Lease, shall be completely prior to each and every mortgage, and each and every mortgage, whether heretofore, now, or hereafter in existence, shall in all respects be subject and subordinate to the Lease and Lessee's right, title, and interest therein and in the Premises, the easements, and appurtenances, if any, and in the options to extend the term of the Lease.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed and their respective seals hereto affixed the day and year first above written.

LESSOR:

QUEENSRIDGE TOWERS LLC
a Nevada limited liability company

By: Executive Homes, Inc., a Nevada
corporation, Operations Manager

Yohan Lowie, Chief Executive Officer

LESSEE:

FORESTARS, LTD.
a Nevada limited liability company

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

Larry A. Miller, Chief Executive Officer

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On September __, 2005, before the undersigned, appeared Yohan Lowie, Chief Executive Officers of Executive Homes, Inc., a Nevada corporation which is the Operations Manager of Queensridge Towers, LLC, a Nevada limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument is the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On September __, 2005, before the undersigned, appeared Larry A. Miller, Chief Executive Officer of Peccole-Nevada Corporation, a Nevada corporation and the Manager of ForeStars, Ltd., a Nevada limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument is the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Exhibit "A"

Legal Description

LOT FOUR (4) OF PECCOLE WEST, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 77 OF PLATS, PAGE 23, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

ALSO THAT CERTAIN PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT FOUR (4) OF PECCOLE WEST, RECORDED AS SHOWN BY RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT THEREOF IN FILE _____ OF RECORD OF SURVEY, PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT FOUR (4); THENCE SOUTH 14°19'15" WEST A DISTANCE OF 305.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 29°03'32" EAST A DISTANCE OF 87.69 FEET; THENCE SOUTH 43°23'20" WEST A DISTANCE OF 126.26 FEET; THENCE SOUTHWESTERLY 12.52 FEET ALONG A CURVE CONCAVE NORTHWEST HAVING A CENTRAL ANGLE OF 26°04'44" WITH A RADIUS OF 27.50 FEET; THENCE SOUTH 69°28'04" WEST A DISTANCE OF 166.21 FEET; THENCE SOUTHWESTERLY 8.73 FEET ALONG A CURVE CONCAVE NORTHWEST HAVING A CENTRAL ANGLE OF 18°11'42" WITH A RADIUS OF 27.50 FEET TO A POINT OF A REVERSE CURVE; THENCE SOUTHEASTERLY 87.18 FEET ALONG A CURVE CONCAVE SOUTHEAST HAVING A CENTRAL ANGLE OF 95°08'30" WITH A RADIUS OF 52.50 FEET; THENCE SOUTH 7°28'45" EAST A DISTANCE OF 75.09 FEET; THENCE SOUTHEASTERLY 31.24 FEET ALONG A CURVE CONCAVE NORTHEAST HAVING A CENTRAL ANGLE OF 34°05'44" WITH A RADIUS OF 52.50 FEET; THENCE SOUTH 41°34'29" EAST A DISTANCE OF 28.68 FEET; THENCE SOUTH 59°09'33" EAST A DISTANCE OF 67.35 FEET; THENCE SOUTH 74°29'49" EAST A DISTANCE OF 38.97 FEET; THENCE SOUTH 74°45'44" EAST A DISTANCE OF 208.90 FEET; THENCE SOUTH 68°22'14" EAST A DISTANCE OF 10.42 FEET; THENCE NORTH 15°24'15" EAST A DISTANCE OF 44.73 FEET; THENCE NORTH 10°17'23" EAST A DISTANCE OF 227.70 FEET; THENCE NORTH 19°42'37" WEST A DISTANCE OF 220.00 FEET; THENCE NORTH 50°26'37" WEST A DISTANCE OF 75.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 113,684 SQUARE FEET (2.61 ACRES)

Exhibit "A"

EXHIBIT 3

Exhibit 3

1729

LO 0018487 (A-17-758528-J Confidential and Privileged NRCP 26)

11848

PUT ON EXECUTIVE HOME BUILDERS, INC. LETTERHEAD

September 14, 2005

HAND DELIVERED

Larry A. Miller
Chief Executive Officer
Peccole-Nevada Corporation
851 South Rampart Boulevard, Suite 220
Las Vegas, Nevada 89145

Dear Larry:

As agreed to in that certain Badlands Golf Course Clubhouse Improvements Agreement dated September 14, 2005, this letter will confirm that Executive Home Builders, Inc. agrees to pledge as collateral all of its rights to purchase its current corporate offices located at 9755 West Charleston Boulevard, Las Vegas, Nevada 89117 on the terms and conditions as outlined in the lease with Hualapai Commons Ltd., LLC dated on or about June 1, 2004. Both parties agree that the pledge of this collateral shall terminate in accordance with the provisions of the Improvements Agreement and the rights to purchase this office space shall be reinstated in full.

Sincerely,

Yohan Lowie
Chief Executive Officer

1730

LO 0018488 (A-17-758528-J Confidential and Privileged NRCP 26)

11849