

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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**AMENDED
JOINT APPENDIX
VOLUME 68**

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EXHIBIT “FFFF-16”

From: "Henry Lichtenberger" <hlichtenberger@sklar-law.com>
Sent: Wed, 26 Nov 2014 09:47:35 -0800
To: "William Bayne" <william.bayne@gmail.com>; "Yohan Lowie" <yohan@ehbcompanies.com>; "Todd Davis" <tdavis@ehbcompanies.com>
Subject: Badlands Stock Purchase and Sale Agreement-1
Attachments: Stock Purchase and Sale Agreement-1.doc

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. However, certain provisions and language that was agreed upon in the former Asset Purchase Agreement have been included in the draft of this Stock Purchase Agreement.

I am circulating this document to all parties at the same time, so PNC reserves the right to make additional changes and revisions.

Thanks

Henry Lichtenberger

SKLAR WILLIAMS

— PLLC —

LAW OFFICES

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MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT (this "Agreement") dated December __, 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 **LV GOLF COMPANY 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 the date to which the last Party executes this Agreement.

RECITALS

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

WHEREAS, the Manager of Fore Stars, WRL 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, WRL is the owner of those water rights described on **Exhibit "A-1"**, which is incorporated herein by reference ("Water Rights").

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

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

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

SECTION 1 **Definitions.**

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

1.01 "Assets" shall mean the following assets of Seller: (1) all of the Seller's fixtures, fittings and equipment associated or used in connection with the Real Property and Water Rights; (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, the Real Property and the exercise of the Water Rights; (4) all of the stock of goods owned by Seller used in the operation of the golf course, the Real Property and the exercise of the Water Rights, 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, the Real Property and the exercise of the Water Rights 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"), the Real Property and the exercise of the Water Rights and (9) all rights under the Clubhouse Lease, each as set forth in **Exhibit "B"** attached hereto and incorporated by reference herein. Assets shall not include any and all personal property, goods or rights owned by Par 4 as it relates to the Golf Course Lease (which items shall be listed on **Exhibit "B-1"**).

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 both Fore Stars and WRL shall be FIFTEEN MILLION DOLLARS AND NO/100 CENTS (\$15,000,000) (the "Purchase Price") allocated as follows: (i) for Fore Stars -- \$ _____; and (ii) for WRL -- \$ _____ as further described in Section 4 and **Exhibit "D."** 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 Water Rights, 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 and Water Rights, 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 and Water Rights, 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 or applicable to the Water Rights (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 or applicable to the Water Rights (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, Water Rights, 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, Water Rights, 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 Water Rights, 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 or entitlements under the Water Rights.

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 the date that is 60 days after the expiration of the Feasibility Period 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) stock certificate(s), in a form suitable for transfer, registered in the name of Seller, evidencing the Securities in both Fore Stars and WRL, endorsed in blank or with an executed blank stock transfer power attached,
- (ii) Good Standing Certificates and copies of the filed Articles of Organization for both Fore Stars and WRL,
- (iii) executed resignations by PNC as the duly appointed Manager for Fore Stars and WRL;
- (iv) amendment to annual list to be filed with the Nevada Secretary of State for both Fore Stars and WRL to replace PNC as the Manager with a designee of the Purchaser.
- (v) 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.

(vi) 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

(vii) 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 both Fore Stars and WRL) hereby represents and warrants to the other Party as follows:

(a) Fore Stars and WRL are each limited liability companies 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 as the sole member of both Fore Stars and WRL) covenants, represents and warrants to Purchaser as follows, except as disclosed in **Exhibit "C"**:

(a) Seller is the lawful record and beneficial owner of 100% of the Securities. Seller owns each limited liability company membership interest free and clear of all liabilities, obligations, security interests, liens and other encumbrances ("Liens and Encumbrances"). The delivery by Seller of the Securities in the manner provided in Section 1 will transfer to Purchaser good, valid and marketable title to the Securities, free and clear of all Liens and Encumbrances.

(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 either Fore Stars or WRL, (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 WRL or Seller in Seller's capacity as the sole owner of Fore Stars and WRL, and (iii) to Seller's actual knowledge, no investigation pending or threatened against or relating to either Fore Stars or WRL or any of its respective officers or directors as such or Seller in Seller's capacity as the sole owner of Fore Stars or WRL.

(c) Each of Fore Stars and WRL has good and marketable title to all of its properties, 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 and WRL 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 and WRL 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 or WRL.

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

(g) Fore Stars or WRL is not a party to, and neither the Fore Stars or WRL nor any of its respective Assets are bound by, any written or oral agreement, purchase order, commitment, understanding, lease, evidence of indebtedness, security agreement or other contract. Further, Fore Stars or WRL 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 are 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 or the Water Rights are the subject matter or are 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 or WRL 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

The sale of the Securities will require the filing of certain additional documents to the Internal Revenue Service ("IRS"), which completed forms are attached hereto as **Exhibit "D"**. Each Party agrees to execute such documents at the Closing and further agrees to execute such additional documents or additional forms (amended or new) as may be requested by the other Party or required by the IRS. 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. In addition to forms attached hereto as **Exhibit "D"**, PNC will cause each of Fore Stars and WRL to report the terms of this Agreement and the payment of the Purchase Price for taxes and all other purposes that PNC may be required to file with any Federal, State and/or Local tax returns.

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 single arbitrator (the "Arbitrator") chosen 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 Arbitrator has 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, 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, Water Rights and/or golf course. Upon expiration of such period, the provisions of this Section 7 shall expire and be of no further force and effect.

SECTION 8 NOTICES

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

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

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

To Purchaser: 9755 West Charleston Boulevard
Las Vegas, Nevada 89117

Attention: Yohan Lowie, Manager

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

SECTION 9 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

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:

LV GOLF COMPANY 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

Yohan Lowie, President

EXHIBIT "A"

REAL PROPERTY LEGAL DESCRIPTION

[To follow]

Exhibit A

1865

LO 0018688 (A-17-758528-J Confidential and Privileged NRCP 26)

12003

EXHIBIT "A-1"

WATER RIGHTS

[To follow]

Exhibit A-1

1866

LO 0018689 (A-17-758528-J Confidential and Privileged NRCP 26)

12004

EXHIBIT "B"

ASSETS OF FORE STARS AND WRL

[To follow]

Exhibit B

1867

LO 0018690 (A-17-758528-J Confidential and Privileged NRCP 26)

12005

EXHIBIT "B-1"

EXCLUDED ASSETS OF FORE STARS AND WRL

[To follow]

Exhibit B-1

1868

LO 0018691 (A-17-758528-J Confidential and Privileged NRCP 26)

12006

EXHIBIT "C"

SELLER REPRESENTATION EXCEPTIONS

[To follow]

Exhibit C

1869

LO 0018692 (A-17-758528-J Confidential and Privileged NRCP 26)

12007

EXHIBIT “D”

IRS TAX FORMS

[To follow]

Exhibit D

1870

LO 0018693 (A-17-758528-J Confidential and Privileged NRCP 26)

12008

EXHIBIT “FFFF-17”

From: "Todd Davis" <IMCEAEX-
_O=MATRIX_OU=FIRST+20ADMINISTRATIVE+20GROUP_CN=RECIPIENTS_CN=TDAVIS@ad01.lvservers.co
m>
Sent: Mon, 01 Dec 2014 09:53:58 -0800
To: "Yohan Lowie (EHB Companies) (yohan@ehbcompanies.com)"
<yohan@ehbcompanies.com>
Subject: FW: Badlands Stock Purchase and Sale Agreement-1

FYI

From: Todd Davis
Sent: Monday, December 01, 2014 10:03 AM
To: 'Henry Lichtenberger'
Cc: William Bayne
Subject: RE: Badlands Stock Purchase and Sale Agreement-1

Correct.

From: Henry Lichtenberger [<mailto:hlichtenberger@sklar-law.com>]
Sent: Monday, December 01, 2014 9:49 AM
To: Todd Davis
Cc: William Bayne
Subject: RE: Badlands Stock Purchase and Sale Agreement-1

Should we assume that you have no comments to the document?

From: Todd Davis [<mailto:tdavis@ehbcompanies.com>]
Sent: Monday, December 01, 2014 8:47 AM
To: Henry Lichtenberger
Cc: William Bayne; Yohan Lowie; Frank Pankratz
Subject: RE: Badlands Stock Purchase and Sale Agreement-1

Henry,

I hope you had a great holiday!

Attached is the Purchaser executed signature page.

Thanks, td

From: Henry Lichtenberger [<mailto:hlichtenberger@sklar-law.com>]
Sent: Wednesday, November 26, 2014 9:48 AM
To: William Bayne; Yohan Lowie; Todd Davis
Subject: Badlands Stock Purchase and Sale Agreement-1

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. However, certain provisions and language that was agreed upon in the former Asset Purchase Agreement have been included in the draft of this Stock Purchase Agreement.

I am circulating this document to all parties at the same time, so PNC reserves the right to make additional changes and revisions.

Thanks

Henry Lichtenberger

SKLAR WILLIAMS

— PLLC —

LAW OFFICES

410 South Rampart Boulevard, Suite 350

Las Vegas, Nevada 89145

(702) 360-6000 Fax: (702) 360-0000

E-Mail: hlichtenberger@sklar-law.com

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If you have received this transmission in error, please immediately notify us by reply e-mail, by forwarding this to hlichtenberger@sklar-law.com <<mailto:hlichtenberger@sklar-law.com>> , or by telephone at (702) 360-6000, and destroy the original transmission and its attachments without reading or saving them in any manner. Thank you.

EXHIBIT “FFFF-18”

From: "William Bayne" <william.bayne@gmail.com>
Sent: Mon, 1 Dec 2014 20:38:13 -0800
To: "Lowie Yohan" <yohan@ehbcompanies.com>; "Todd Davis" <tdavis@ehbcompanies.com>; "Henry Lichtenberger" <hlichtenberger@sklar-law.com>
Subject: 20141201 - Stock Purchase Agreement - signature page (Px).pdf
Attachments: 20141201 - Stock Purchase Agreement - signature page (Px).pdf

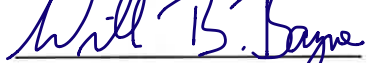
Thanks
William Bayne

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

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:

LV GOLF COMPANY 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

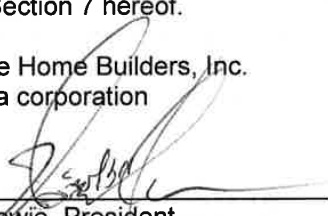

Yohan Lowie, President

EXHIBIT “FFFF-19”

From: "Billy Bayne" <william.bayne@gmail.com>
Sent: Tue, 23 Dec 2014 18:49:54 -0800
To: "Henry Lichtenberger" <hlichtenberger@sklar-law.com>; "Yohan Lowie" <yohan@ehbcompanies.com>
Subject: Fwd: Re: FW: PSAs

We don't have a problem accommodating with the following provision. Thanks

Thanks Billy Bayne

----- Forwarded message -----

From: Kerry Walters <kerrywalters@gmail.com>
Date: Tue, Dec 23, 2014 at 3:17 PM
Subject: Re: FW: PSAs
To: "Billy Bayne" <william.bayne@gmail.com>

Talking with Greg, shouldn't be an issue as long as the purchase price for the water rights is with "today's normal price range" for water rights.

On Tue, Dec 23, 2014 at 2:53 PM, Billy Bayne <william.bayne@gmail.com> wrote:
Thoughts, does it matter how we Allocate purchase price between company's?

Thanks Billy Bayne

----- Forwarded message -----

From: Henry Lichtenberger <hlichtenberger@sklar-law.com>
Date: Tue, Dec 23, 2014 at 1:53 PM
Subject: FW: PSAs
To: "Billy Bayne" <william.bayne@gmail.com>

FYI – I think you should check with Greg Dunn to see the tax impact and how the price should be allocated sooner rather than later.

From: Henry Lichtenberger
Sent: Tuesday, December 23, 2014 1:53 PM
To: 'Todd Davis'
Subject: RE: PSAs

The request has not been approved by the Peccole family – I will check in with them to see where there are.

From: Todd Davis [<mailto:tdavis@ehbcompanies.com>]
Sent: Tuesday, December 23, 2014 1:48 PM
To: Henry Lichtenberger
Subject: PSAs

Henry,

Yohan mentioned that we are separating the WRL and Fore Stars Ltd purchases into 2 separate transactions. Are you preparing the docs?

Thx, td

Todd D. Davis
General Counsel
For the EHB Companies
9755 West Charleston
Las Vegas, NV 89117
[702.940.6930](tel:702.940.6930) office
[702.940.6931](tel:702.940.6931) fax
[702.940.6938](tel:702.940.6938) direct
TDavis@EHBCompanies.com
www.EHBCompanies.com

EXHIBIT “FFFF-20”

From: "Billy Bayne" <william.bayne@gmail.com>
Sent: Thu, 19 Feb 2015 10:41:02 -0800
To: "Henry Lichtenberger" <hlichtenberger@sklar-law.com>
Cc: "Todd Davis" <tdavis@ehbcompanies.com>; "Yohan Lowie" <yohan@ehbcompanies.com>; "Frank Pankratz" <frank@ehbcompanies.com>
Subject: Re: PSAs

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.

Billy Bayne

On Thu, Feb 5, 2015 at 10:00 AM, Henry Lichtenberger <hlichtenberger@sklar-law.com> wrote:

I have reviewed the revised documents and see my notes below in CAPS

From: Todd Davis [mailto:tdavis@ehbcompanies.com]
Sent: Wednesday, February 04, 2015 4:54 PM
To: Henry Lichtenberger
Cc: Yohan Lowie; William Bayne; Frank Pankratz
Subject: PSAs

Henry,

Attached are the PSAs, redlined to your original 123014 version.

The revisions were part of a discussion between Yohan, Frank and Billy. Billy asked that we prepare redlines and tender them for consideration. The substantive changes are:

(1) Indemnification limited to matters “relating to the development of the Real Property”
AGREED AS THAT WAS THE DEAL FROM THE BEGINNING.

(2) Seller’s R&W limitation to 6 months post-closing deleted; NO – THE
REPS/WARRANTIES WERE EXPRESSLY LIMITED TO 6 MONTHS FROM THE
CLOSING IN THE INITIAL DRAFT OF THE DOCUMENT AND IT WILL REMAIN
LIMITED TO SIX MONTHS.

(3) Arbitration changed from 1 arbitrator to 3 arbitrators; FINE

(4) Closing date set at March 2, 2105. AGREED

Also, some minor exhibit clean-up. BILLY IS REVIEWING THAT INFORMATION
RIGHT NOW AND I THINK WE NEED TO ADD LANGUAGE ABOUT THE PENDING
TRANSFER OF THE CLUBHOUSE PROPERTY. ATTACHED TO THIS EMAIL IS THE
SIGNED DOCUMENTS FROM IDB WITH THE ONLY ITEM MISSING WOULD BE A
DECLARATION OF VALUE THAT WOULD NEED TO BE DELIVERED WHEN THE
DEED IS RECORDED.

The side letter looks good. Minor revisions attached. AGREED

Please let me know if the changes are acceptable, in which case we will execute.

Thx, td

Todd D. Davis

General Counsel

For the EHB Companies

9755 West Charleston

Las Vegas, NV 89117

[702.940.6930](tel:702.940.6930) office

[702.940.6931](tel:702.940.6931) fax

[702.940.6938](tel:702.940.6938) direct

TDavis@EHBCompanies.com

www.EHBCompanies.com

--

Email william.bayne@gmail.com

EXHIBIT “FFFF-21”

From: "Henry Lichtenberger" <hlichtenberger@sklar-law.com>
Sent: Thu, 26 Feb 2015 12:18:35 -0800
To: "Billy Bayne (william.bayne@gmail.com)"
<william.bayne@gmail.com>; "Todd Davis" <tdavis@ehbcompanies.com>
Cc: "Kerry Walters" <kerrywalters@gmail.com>; "Frank Pankratz"
<frank@ehbcompanies.com>; "Alan Mikal" <AMikal@ehbcompanies.com>
Subject: Revised WRL and Fore Stars Agreement along with the License Agreement
Attachments: WRL Purchase Agreement-2.doc, 20150224 - WRL Purchase Agreement (RL to 123014) (3)-WRL Purchase Agreement-2-WRL Purchase Agreement-2.doc, Fore Stars Purchase Agreement-2.doc, 20150224 - Fore Stars Stock PSA (RL to 123014) (2)-Fore Stars Purchase Agreement-2-Fore Stars Purchase Agreement-2.doc, License Agreement (Badlands)-2.doc, License Agreement (Badlands)-1-License Agreement (Badlands)-2.doc

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.

For the most part, the changes are clean up in nature and removes all references to any IRS forms.

Please call with comments/questions.

Thanks

Henry Lichtenberger

SKLAR WILLIAMS

— PLLC —

LAW OFFICES

410 South Rampart Boulevard, Suite 350

Las Vegas, Nevada 89145

(702) 360-6000 Fax: (702) 360-0000

E-Mail: hlichtenberger@sklar-law.com

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1880

LO 0024792 (A-17-758528-J Confidential and Privileged NRCP 26c)

12023

EXHIBIT “FFFF-22”

From: "Henry Lichtenberger" <hlichtenberger@sklar-law.com>
Sent: Fri, 27 Feb 2015 14:24:29 -0800
To: "Todd Davis" <tdavis@ehbcompanies.com>; "Billy Bayne(william.bayne@gmail.com)" <william.bayne@gmail.com>
Cc: "Kerry Walters" <kerrylwalters@gmail.com>; "Frank Pankratz" <frank@ehbcompanies.com>; "Alan Mikal" <AMikal@ehbcompanies.com>
Subject: RE: Revised WRL and Fore Stars Agreement along with the License Agreement
Attachments: Fore Stars Purchase Agreement-3.doc, WRL Purchase Agreement-3.doc

Revised – each document now \$7,500,000. No marked version given only one change in each document.

From: Todd Davis [mailto:tdavis@ehbcompanies.com]
Sent: Friday, February 27, 2015 1:54 PM
To: Henry Lichtenberger; Billy Bayne (william.bayne@gmail.com)
Cc: Kerry Walters; Frank Pankratz; Alan Mikal
Subject: RE: Revised WRL and Fore Stars Agreement along with the License Agreement

Yes, that is the only comment. I will wait for your updates. Thx!

From: Henry Lichtenberger [mailto:hlichtenberger@sklar-law.com]
Sent: Friday, February 27, 2015 1:48 PM
To: Todd Davis; Billy Bayne (william.bayne@gmail.com)
Cc: Kerry Walters; Frank Pankratz; Alan Mikal
Subject: RE: Revised WRL and Fore Stars Agreement along with the License Agreement

Is that the only comment? If so, I will revise and circulate updated copies.

From: Todd Davis [mailto:tdavis@ehbcompanies.com]
Sent: Friday, February 27, 2015 1:46 PM
To: Henry Lichtenberger; Billy Bayne (william.bayne@gmail.com)
Cc: Kerry Walters; Frank Pankratz; Alan Mikal
Subject: RE: Revised WRL and Fore Stars Agreement along with the License Agreement

Henry,

The allocation between Fore Stars and WRL is \$7.5 million each. I will send revised docs shortly.

Thanks, td

From: Henry Lichtenberger [mailto:hlichtenberger@sklar-law.com]
Sent: Thursday, February 26, 2015 12:19 PM
To: Billy Bayne (william.bayne@gmail.com); Todd Davis
Cc: Kerry Walters; Frank Pankratz; Alan Mikal
Subject: Revised WRL and Fore Stars Agreement along with the License Agreement

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.

For the most part, the changes are clean up in nature and removes all references to any IRS forms.

Please call with comments/questions.

Thanks

Henry Lichtenberger

SKLAR WILLIAMS

— PLLC —

LAW OFFICES

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Las Vegas, Nevada 89145

(702) 360-6000 Fax: (702) 360-0000

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EXHIBIT “FFFF-23”

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "Agreement") to be effective December 1st, 2014 (the "Effective Date") is made by and between **THE WILLIAM PETER PECCOLE AND WANDA RUTH PECCOLE FAMILY LIMITED PARTNERSHIP** dated **December 20, 1992**, a Nevada limited partnership ("Seller") and **RAMALTA LLC**, a Nevada limited liability company ("Buyer") (the foregoing parties are collectively the "Parties" and each one a "Party").

RECITALS

WHEREAS, Seller owns, beneficially and of record, all of the outstanding membership interests (the "Shares") of WRL LLC, a Nevada limited liability company (the "Corporation");

WHEREAS, the Corporation sole assets consists of certain water rights as described on Exhibit "A", attached hereto and incorporated by reference herein (the "Water Rights"); and

NOW, THEREFORE, in consideration of the foregoing and due consideration to be paid by Buyer to Seller pursuant to this Agreement, the Parties hereby agree:

SECTION 1 SHARE ACQUISITION

At the Closing (defined later), Seller shall deliver to Buyer: (a) good standing certificate from the Nevada Secretary of State and copy of the filed Articles of Organization for WRL; (b) executed resignations of the existing Manager of the Corporation, Peccole-Nevada Corporation, a Nevada corporation ("PNC"); (c) amendment to the annual list to be filed with the Nevada Secretary of State to replace PNC as the Manager of WRL with a designee of the Buyer; and (d) the items as set forth in Section 2.

SECTION 2 CONSIDERATION, PAYMENT AND CLOSING

2.01 Purchase Price. The total purchase price (the "Purchase Price") for the Shares shall be SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO/100 CENTS (\$7,500,000).

2.02 Payment of Purchase Price. At the Closing, Buyer shall pay to Seller the entire amount of the Purchase Price.

2.03 Payments. All payments by one Party hereunder shall be paid to the other Party in cash or immediately available funds (e.g., cash, cashier's check, money order, or wire transfer to an account designated by the receiving Party in writing).

2.04 Closing. The closing (the "Closing") will be held on March 2, 2015 (the "Closing Date"). At the Closing, Seller will deliver to Buyer in form reasonably satisfactory to Buyer the items set forth in Sections 1 plus a Bill of Sale covering the Assets and such other documents and instruments as are reasonably necessary and/or appropriate to implement and complete the sale and transfer of the Corporation to the Buyer and the other transactions as required by this Agreement.

SECTION 3
REPRESENTATIONS AND WARRANTIES; COVENANTS

3.01 Mutual Representations. As of the date hereof, each Party hereby represents and warrants to the other Party as follows:

(a) 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.

(b) 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.

(c) 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 or will be delivered to the requesting Party before the Closing.

(d) 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' Representations. As of the Closing Date, Seller covenants, represents and warrants to Buyer as follows:

(a) The Corporation is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada. The Corporation has the full power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted. Seller has delivered to Buyer true, correct and complete copies of the articles of organization, the operating agreement of the Corporation as currently in effect.

(b) The Corporation does not own or control any stock, partnership interest, membership interest or other ownership interest in any entity.

(c) 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.

(d) The Shares issued to the Seller are not certificated. There are no outstanding options, warrants or other rights of any kind to acquire any additional ownership interests in the Corporation or securities convertible into or exchangeable for, or which otherwise confer on the holder

thereof any right to acquire, any such additional ownership interests, nor is the Corporation committed to issue any such option, warrant, right or security.

(e) 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 the Corporation or Seller in Seller's capacity as a member of the Corporation, (ii) no action, suit, dispute or governmental, administrative, arbitration or regulatory proceeding pending or, to Seller's actual knowledge, threatened against or involving the Corporation or Seller in Seller's capacity as a member of the Corporation, and (iii) to Seller's actual knowledge, no investigation pending or threatened against or relating to the Corporation or any of its respective officers, managers or directors as such or Seller in Seller's capacity as a member of the Corporation.

(f) The Corporation has good and marketable title to all of its properties, assets including the Water Rights, free and clear of all Liens and Encumbrances.

(g) Seller has furnished Buyer with a compiled financial statement for the period ended 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 the Seller and the Corporation at such date and the results of operations and cash flows.

(h) Seller has made available for inspection by Buyer all the books of account relating to the business of the Corporation to the extent such books of account exist or are in Seller's possession

(i) The Corporation is not currently engaged in any business other than the Business and has not engaged in any other business since Seller caused the formation of the Corporation.

(j) The Corporation is not a party to, and neither the Corporation nor any of its assets are bound by, any written or oral agreement, purchase order, commitment, understanding, lease(s), evidence of indebtedness, deed of trust, indenture, security agreement or other contract.

(k) Neither Seller nor the Corporation has received any written notice from any governmental authority of the existence of any violation relative to the assets, business or activities of the Corporation.

(l) Neither Seller nor the Corporation has received any written notice of any uncured violation by the Corporation that is binding upon any portion of the assets of the Corporation.

(m) The Corporation does not have direct employees.

(n) 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 with respect to the Water Rights.

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
FURTHER ASSURANCES

It is the intent of this Agreement that Seller shall, at the Closing hereof, convey to Buyer all rights and interests presently held by Seller in the Corporation. Subject to the terms and conditions herein provided, each of the Parties hereto shall cooperate and use their respective commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

Seller shall, and shall cause the Corporation to, through the Closing, continue to operate the business in the ordinary course as it has been operated and to maintain all licenses and pay all outstanding obligations as such become due and properly accrue and provide a reimbursement to Buyer in connection with any obligations that arise prior to Closing that are not paid by Seller or the Corporation prior to Closing.

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
NOTICES

7.01 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, and service by facsimile transmission shall be deemed made upon receipt.

7.02 Notice Addresses. Any notice or demand shall be addressed as follows:

If to Seller:	Address:	c/o Peccole-Nevada Corporation 851 South Rampart Boulevard, Suite 105 Las Vegas, Nevada 89145
	Attention:	William Bayne
If to Buyer:	Address:	9755 West Charleston Boulevard Las Vegas, Nevada 89117
	Attention:	Yohan Lowie

7.03 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 8 MISCELLANEOUS

8.01 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 "Arbitrators") whereby each Party selects one 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 8.01 shall be entitled to recover its reasonable legal fees and out-of-pocket expenses.

8.02 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.

8.03 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.

8.04 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 Buyer and Seller.

8.05 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.

8.06 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.

8.07 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.

8.08 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.

8.09 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.

8.10 Other Parties. Nothing in this Agreement, whether express or implied, 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.

8.11 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 or electronically and agree and intend that a signature transmitted through a facsimile machine or electronically shall bind the party so signing with the same effect as though the signature were an original signature.

8.12 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 Buyer 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.

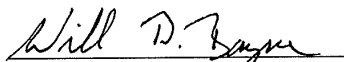
8.13 Buyer's Indemnification. Notwithstanding anything to the contrary contained herein, if Seller, PNC or any direct or indirect owner thereof is made a party to any litigation in which the Seller, PNC or any direct or indirect owner thereof is a party for any matters relating to Buyer's development of the real property that is presently operated as the Badlands Golf Course ("Real Property"), then Buyer 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 Buyer 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 8.13 shall expire and be of no further force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

SELLER:

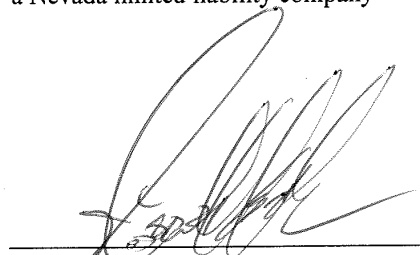
WILLIAM PETER PECCOLE AND
WANDA RUTH PECCOLE FAMILY
LIMITED PARTNERSHIP dated
December 30, 1992, a Nevada
limited partnership

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


William Bayne, Vice President

BUYER:

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 8.13 hereof.

Executive Home Builders, Inc.
a Nevada corporation

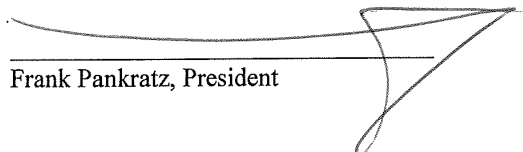

Frank Pankratz, President

EXHIBIT "A"

WRL LLC WATER RIGHT PERMIT NUMBERS

<u>Permit/Certificate</u>	<u>Diversion Rate (cfs)</u>	<u>Duty (AFA/AFS)</u>	<u>Acres/Units</u>
60739/15019	0.26	117.74	116.83
60740/15020	0.16	30.00	116.83
60741/15021	0.25	176.40	116.83
60742/15022	0.28	74.86	116.83

1890

PNC000380

12035

EXHIBIT “FFFF-24”

From: "Alan Mikal (EHB Companies)" <amikal@ehbcompanies.com>
Sent: Fri, 12 Jun 2015 08:48:27 -0800
To: "Henry Lichtenberger" <hlichtenberger@sklar-law.com>
Cc: "Frank Pankratz (EHB Companies)" <frank@EHBCompanies.com>; "Todd Davis (EHB Companies)" <tdavis@ehbcompanies.com>
Subject: FW: Queensridge Parcel Map and Documents
Attachments: Subdivision Guarantee.pdf, Tax Certificate .pdf, Recorders Checklist.pdf, Receipts.pdf, Combined Queensridge Parcel Map.pdf

Henry,

Now that the parcel map has recorded, please advise next steps relative to recording the quitclaim deed to reflect Fore Stars, Ltd. ownership of the clubhouse parcel.

Thanks,

Al Mikal
Controller



9755 West Charleston
Las Vegas, NV 89117
(702) 940-6930 x 336
(702) 940-6931 (fax)
(702) 232-8455 (cell.)
amikal@ehbcompanies.com

From: Frank Pankratz (EHB Companies)
Sent: Friday, June 12, 2015 9:35 AM
To: Alan Mikal (EHB Companies)
Subject: FW: Queensridge Parcel Map and Documents

From: Paul Burn [<mailto:PBurn@gcwallace.com>]
Sent: Monday, June 08, 2015 3:55 PM
To: Frank Pankratz (EHB Companies); Mark Fakler; Billy Bayne
Subject: FW: Queensridge Parcel Map and Documents

Two lot PM recorded today, see attachments...!

Paul Burn, P.L.S.
Vice President
Survey Director

NSPS Director for Nevada



1555 South Rainbow Boulevard
Las Vegas, Nevada 89146-2903
O 702.804.2000
D 702.804.2060 (direct)
C 702.265.8000
F 702.804.2299

From: Cynthia Gee
Sent: Monday, June 08, 2015 1:30 PM
To: Angie Scott; Paul Burn; Russ Wonders
Cc: Pamela Pate
Subject: Queensridge Parcel Map and Documents

Angie – I have submitted the receipts to Daphne and the originals of the above documents (less the actual map) are in your in basket. Thanks

Cynthia Gee
Project Coordinator



1555 South Rainbow Boulevard
Las Vegas, Nevada 89146-2903
O 702.804.2000
D 702.804.2107 (direct)
C 702-785-2299
F 702.804.2299

Sending us a large file? Use our FTP
[G.C. Wallace, Inc. FTP](#) | Login: Upload | Password: GCWallace#1



Note - Any files contained within are to be used for information ONLY.
Accuracy or design information to be verified from approved original
plans. Use of electronic media is at the sole risk of the user.

PARCEL MAP

A PORTION OF PARCEL 1 AS SHOWN IN FILE 151, PAGE 9 OF SURVEYS, BEING A PORTION OF LOTS 4 AND 5 AS SHOWN IN BOOK 77, PAGE 23 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE WEST HALF (W 1/2) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

OWNER'S CERTIFICATE & DEDICATION

QUEENSRIDGE TOWERS LLC, A NEVADA LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE LANDS SUBDIVIDED WITHIN THE BOUNDARY SHOWN HEREON, AND DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP, AND HAVE CAUSED THE LANDS TO BE SURVEYED AND PLATTED INTO PARCELS AND DO HEREBY OFFER AND DEDICATE TO THE CITY OF LAS VEGAS, AND ITS SUCCESSORS AND ASSIGNS, ALL PUBLIC STREETS AND RIGHTS-OF-WAY AS SHOWN HEREON, AND DO HEREBY GRANT TO THE CITY OF LAS VEGAS, ITS SUCCESSORS AND ASSIGNS, EASEMENTS AS HEREBY SHOWN AND INDICATED.

FURTHER THE UNDERSIGNED OWNER HEREBY GRANTS AND CONVEYS TO THE CITY OF LAS VEGAS AND TO ITS SUCCESSORS AND ASSIGNS A FIVE FOOT WIDE EASEMENT ADJACENT TO ALL PROPERTY LINES WHERE LOTS OR COMMON AREAS ADJUT PUBLIC STREETS FOR PURPOSES OF PLACING PUBLIC FIRE HYDRANTS, PUBLIC STREET LIGHTS, CONDUITS, TRAFFIC SIGNALS AND APPURTENANCES; AND AN ADDITIONAL EASEMENT OF UP TO TWO FEET IN RADIUS FROM EACH FIRE HYDRANT, STREET LIGHT, CONDUIT, TRAFFIC SIGNAL AND APPURTENANCE, TO EXTEND BEYOND THE FIVE FOOT EASEMENT IF NECESSARY, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM THESE EASEMENTS.

QUEENSRIDGE TOWERS LLC, A NEVADA LIMITED LIABILITY COMPANY

By: Matthew R. Burnin DATE 5.29.15
Matthew R. Burnin

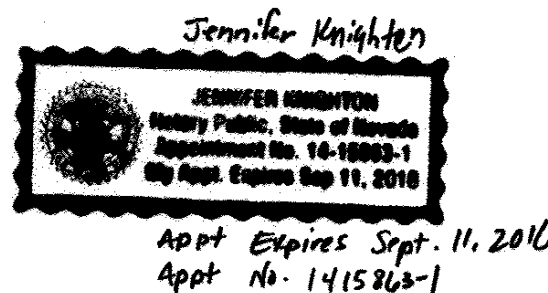
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF CLARK } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON May 29, 2015

BY Matthew R. Burnin AS Manager
OF QUEENSRIDGE TOWERS LLC, A NEVADA LIMITED LIABILITY COMPANY.

Jennifer Knighton
NOTARY PUBLIC
MY APPOINTMENT EXPIRES: Sept. 11, 2016



REFERENCES

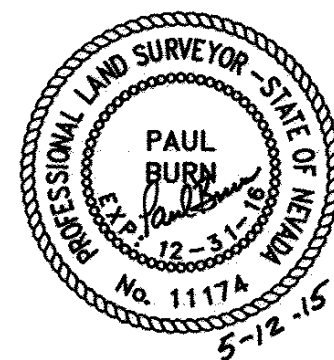
1. FILE 91, PAGE 37 OF PARCEL MAPS
2. FILE 92, PAGE 48 OF PARCEL MAPS
3. FILE 151, PAGE 09 OF SURVEYS
4. BOOK 73, PAGE 74 OF PLATS
5. BOOK 75, PAGE 92 OF PLATS
6. BOOK 75, PAGE 100 OF PLATS
7. BOOK 77, PAGE 23 OF PLATS
8. BOOK 77, PAGE 31 OF PLATS
9. BOOK 77, PAGE 34 OF PLATS
10. BOOK 78, PAGE 44 OF PLATS
11. BOOK 79, PAGE 14 OF PLATS
12. BOOK 79, PAGE 45 OF PLATS
13. BOOK 79, PAGE 66 OF PLATS
14. BOOK 79, PAGE 77 OF PLATS
15. BOOK 81, PAGE 53 OF PLATS
16. BOOK 82, PAGE 18 OF PLATS
17. BOOK 85, PAGE 44 OF PLATS
18. BOOK 86, PAGE 53 OF PLATS
19. BOOK 86, PAGE 74 OF PLATS
20. BOOK 87, PAGE 54 OF PLATS
21. BOOK 88, PAGE 02 OF PLATS
22. BOOK 88, PAGE 14 OF PLATS
23. BOOK 89, PAGE 02 OF PLATS
24. BOOK 91, PAGE 13 OF PLATS
25. BOOK 91, PAGE 47 OF PLATS
26. BOOK 92, PAGE 60 OF PLATS
27. BOOK 98, PAGE 32 OF PLATS
28. BOOK 112, PAGE 40 OF PLATS
29. BOOK 113, PAGE 78 OF PLATS
30. BOOK 135, PAGE 72 OF PLATS
31. BOOK 137, PAGE 88 OF PLATS

SURVEYOR'S CERTIFICATE

I, PAUL BURN, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, AS AN AGENT OF G.C. WALLACE INC., CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF QUEENSRIDGE TOWERS LLC.
2. THE LAND SURVEYED LIES WITHIN THE WEST HALF (W 1/2) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA. THE SURVEY WAS COMPLETED ON FEBRUARY 26, 2015.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THIS MAP ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

PAUL BURN
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 11174



LEGAL DESCRIPTION

A PORTION OF PARCEL 1 AS SHOWN IN FILE 151, PAGE 9 OF SURVEYS, BEING A PORTION OF LOTS 4 AND 5 AS SHOWN IN BOOK 77, PAGE 23 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4) AND THE NORTH HALF (N1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN FINAL MAP TITLED "ONE QUEENSRIDGE PLACE, PHASE 1", RECORDED IN BOOK 137, PAGE 88 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE; THENCE SOUTH 65°04'09" WEST, 37.06 FEET; THENCE NORTH 89°22'39" WEST, 275.72 FEET; THENCE NORTH 68°22'14" WEST, 242.90 FEET; THENCE NORTH 74°45'44" WEST, 208.90 FEET; THENCE NORTH 74°29'49" WEST, 38.97 FEET; THENCE NORTH 59°09'33" WEST, 67.35 FEET; THENCE NORTH 41°34'29" WEST, 28.68 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 52.50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°05'44", AN ARC LENGTH OF 31.24 FEET; THENCE NORTH 07°28'45" WEST, 75.10 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 52.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°08'30", AN ARC LENGTH OF 87.18 FEET TO THE BEGINNING OF REVERSE CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 27.50 FEET, THROUGH WHICH A RADIAL LINE BEARS NORTH 02°20'15" WEST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 181°1'41", AN ARC LENGTH OF 8.73 FEET; THENCE NORTH 69°28'04" EAST, 166.21 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 27.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°04'44", AN ARC LENGTH OF 12.52 FEET; THENCE NORTH 43°23'20" EAST, 126.26 FEET; THENCE NORTH 29°03'32" WEST, 116.11 FEET; THENCE NORTH 39°33'23" EAST, 6.41 FEET; THENCE NORTH 50°26'37" WEST, 80.00 FEET; THENCE NORTH 39°33'23" EAST, 229.20 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°19'35", AN ARC LENGTH OF 38.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1040.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 42°13'48" EAST AND BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF ALTA DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY AND SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°48'36", AN ARC LENGTH OF 450.34 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 17°25'12" WEST; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY SOUTH 17°25'12" WEST, 126.00 FEET; THENCE SOUTH 33°45'26" EAST, 132.50 FEET; THENCE SOUTH 41°30'01" EAST, 91.91 FEET; THENCE SOUTH 07°33'36" EAST, 368.88 FEET TO THE POINT OF BEGINNING.

CONTAINS 10.54 ACRES, MORE OR LESS.

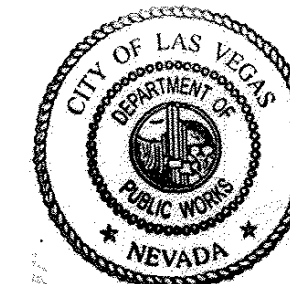
BASIS OF BEARINGS

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

CITY SURVEYORS CERTIFICATE

I, ALAN R. RIEKKE, CITY SURVEYOR OF THE CITY OF LAS VEGAS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PARCEL MAP AND AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

By: Alan R. Riecke DATE 6-8-15
ALAN R. RIEKKE
CITY OF LAS VEGAS SURVEYOR
NEVADA LICENSE NUMBER 12469



CERTIFICATE OF DIRECTOR OF PLANNING APPROVAL

I CERTIFY THAT THIS PARCEL MAP WAS APPROVED AND THE PARCELS HEREIN WERE ACCEPTED FOR DEDICATION BY THE DIRECTOR OF PLANNING ON THE 4TH DAY OF JUNE, 2015

By: Thomas A. Perrigo
THOMAS A. PERRIGO
ACTING DIRECTOR OF PLANNING
CITY OF LAS VEGAS, NEVADA

LAS VEGAS VALLEY WATER DISTRICT NOTE:

SEPARATE AND INDEPENDENT WATER SERVICE FOR EACH PARCEL HAS BEEN ESTABLISHED THROUGH, AND IS GOVERNED AND LIMITED BY, THE APPROVED CIVIL IMPROVEMENT PLANS FOR SUCH PARCEL.

RECORDER'S NOTE:

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX. N.R.S. 278.5695

PMP-58527

PARCEL MAP FOR QUEENSRIDGE TOWERS LLC	INSTRUMENT NO. <u>1317</u> OFFICIAL RECORDS BOOK NO. <u>20150608</u> FILED AT THE REQUEST OF G.C. WALLACE INC. DATE <u>6/8/2015</u> AT <u>11:29:14 AM</u> FILE <u>120</u> PAGE <u>0044</u> OF PARCEL MAPS CLARK COUNTY, NEVADA RECORDS DEBBIE CONWAY, RECORDER FEE \$ <u>44.00</u> DEPUTY <u>MJM</u>
A PORTION OF PARCEL 1 AS SHOWN IN FILE 151, PAGE 9 OF SURVEYS, BEING A PORTION OF LOTS 4 AND 5 AS SHOWN IN BOOK 77, PAGE 23 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE WEST HALF (W 1/2) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	
G.C. WALLACE COMPANIES ENGINEERS PLANNERS SURVEYORS 1555 S. RAINBOW BLVD. LAS VEGAS, NV 89146 T: 702.804.2000 F: 702.804.2299 GCWALLACE.COM	








SHEET 1 OF 3

FILE 120 PAGE 0044

LO 0022047 (A-17-758528-J Confidential and Privileged NRCP 26)

1893

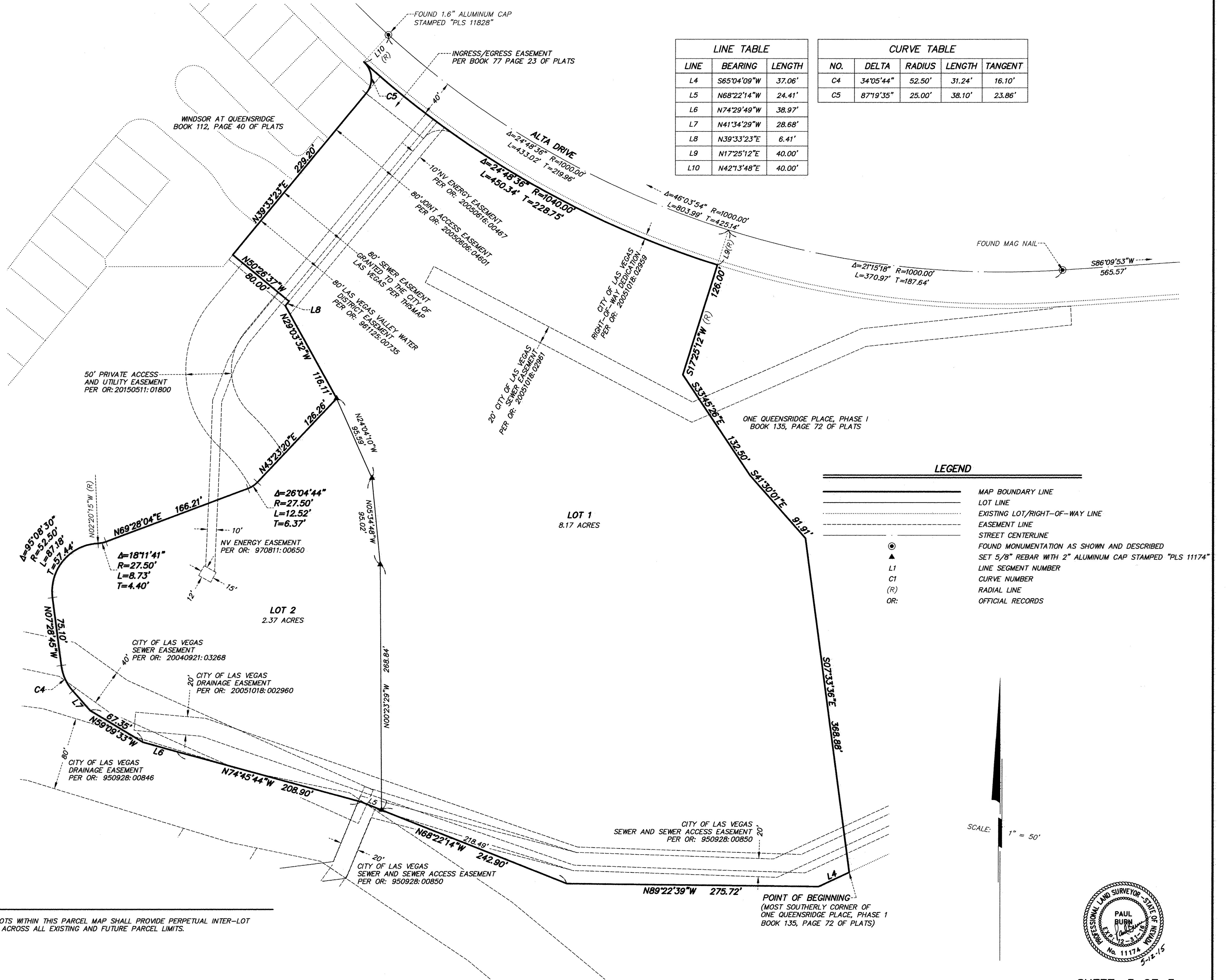
12039

<i>LEGEND</i>	
	MAP BOUNDARY LINE
	LOT LINE
	EXISTING LOT/RIGHT-OF-WAY LINE
	STREET CENTERLINE
	SECTION LINE
	FOUND MONUMENTATION AS SHOWN
	POINT NOT FOUND - CALCULATED
<i>L1</i>	LINE SEGMENT NUMBER
<i>C1</i>	CURVE NUMBER

SCALE: 1" = 300'



FILE 120 PAGE 0044



398-A680

SHEET 3 OF 3

FILE 120 PAGE 0044

LO 0022049 (A-17-758528-J Confidential and Privileged NRCP 26)

EXHIBIT “FFFF-25”

A portion of Assessors Parcel No.: _____ ptn of 138-31-312-003

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Sklar Warren Conway & Williams LLP
Attention: Alan Sklar, Esq.
8363 W. Sunset Road, Suite 300
Las Vegas, Nevada 89113

NOTICES OF TAXES SHOULD BE
SENT TO:

Queensridge Towers LLC
9755 West Charleston Boulevard
Las Vegas, Nevada 89117

Affix R.P.T.T.: \$ \$2,402.10

Receipt/Conformed Copy

Requestor:

FIRST AMERICAN TITLE COMPANY

09/15/2005 11:37:23 T20050169658

Book/Instr: 20050915-0002511

Deed Page Count: 6

Fees: \$19.00 N/C Fee: \$25.00

RPTT: \$2,402.10

Frances Deane
Clark County Recorder

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That Fore Stars Ltd., a Nevada limited liability company ("Grantor"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby quitclaim to Queensridge Towers LLC, a Nevada limited liability company whose address is 9755 West Charleston Boulevard, Las Vegas, Nevada 89117, all right, title and interest of Grantor in and to that real property situated in the City of Las Vegas, Clark County, Nevada, bounded and described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

[Signature Page Follows]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRANSFER AREA 1:

BEING PART OF LOT FIVE (5), AMENDED PLAT OF PECCOLE WEST, RECORDED IN BOOK 83, PAGE 57 OF PLATS, LYING WITHIN SECTION 31 AND THE WEST HALF (W 1/2) 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 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 323.57 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.

CONTAINING 202,918.78 SQUARE FEET (4.66 ACRES)

TRANSFER AREA 2:

BEING A PORTION OF THE AMENDED PLAT OF PECCOLE WEST, RECORDED IN BOOK 83, PAGE 57, LYING WITHIN THE WEST HALF (W 1/2) 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 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.

CONTAINING 21,142.46 SQUARE FEET (0.48 ACRES)

TRANSFER AREA 3:

BEING A PORTION OF LOT FOUR (4) OF PECCOLE WEST RECORDED IN BOOK 77, PAGE 23, LYING WITHIN THE WEST HALF (W 1/2) 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 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.

CONTAINING 137.08 SQUARE FEET

LEGAL DESCRIPTION PREPARED BY:

BRENNER & ASSOCIATES, INC.
3014 WEST CHARLESTON BLVD., STE. 100
LAS VEGAS, NEVADA 89012

Attached for clarification

IN WITNESS WHEREOF, this instrument has been executed this 9th day of September, 2005.

Fore Stars Ltd.,
a Nevada limited liability company

By: *Larry A. Miller*
Its CEO

STATE OF NEVADA)
) :SS
COUNTY OF CLARK)

This instrument was acknowledged before me on September 9, 2005, by Larry A. Miller as CEO of PNC, the Manager of Fore Stars Ltd., a Nevada limited liability company.

Henry E. Lichtenberger
NOTARY PUBLIC

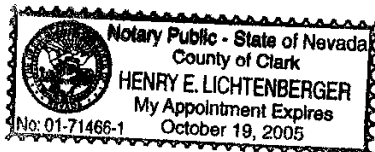
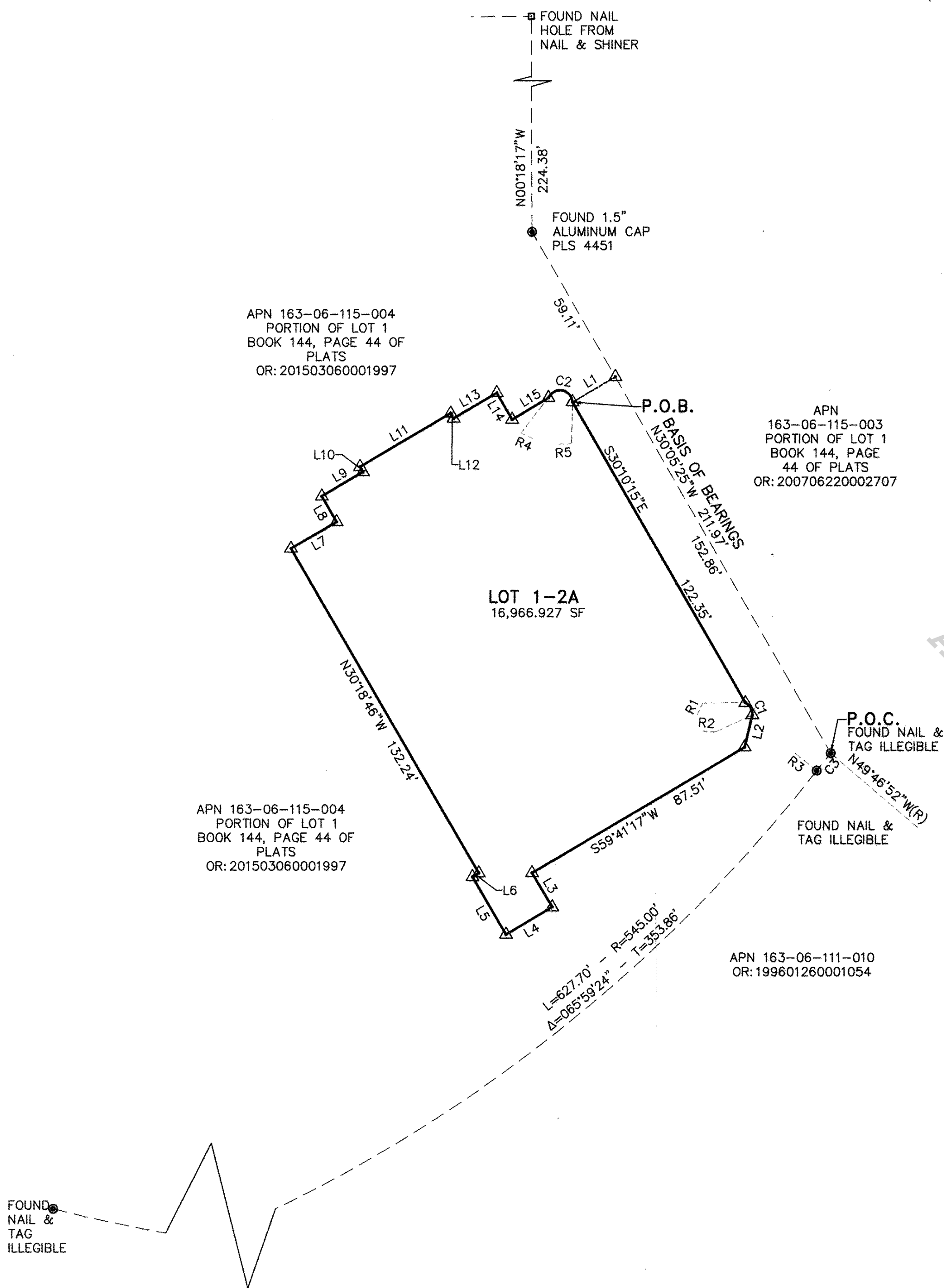


EXHIBIT “FFFF-26”

RECORD OF SURVEY

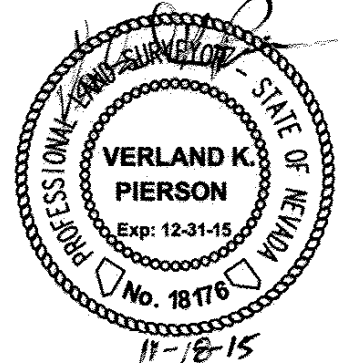
BEING A PORTION OF LOT 1 OF "HUALAPAI COMMONS, A COMMERCIAL SUBDIVISION" AS SHOWN ON MAP THEREOF ON FILE IN BOOK 144, PAGE 74 OF PLATS, CLARK COUNTY OFFICIAL RECORDS, LYING IN THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



SURVEYOR'S CERTIFICATE

I, VERLAND K. PIERSON, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA AS AN AGENT FOR POGGEMEYER DESIGN GROUP INC., CERTIFY THAT:

- 1) THIS RECORD OF SURVEY REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF HUALAPAI COMMONS LTD, LLC
- 2) THE LANDS SURVEYED LIE WITHIN THE SECTION 6, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA. THIS SURVEY WAS COMPLETED NOVEMBER 12, 2015.
- 3) THIS RECORD OF SURVEY COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED AND WAS PERFORMED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE, STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS.
- 4) THE MONUMENTS DEPICTED ON THE RECORD OF SURVEY ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.
- 5) THIS MAP IS NOT IN CONFLICT WITH THE PROVISION OF NRS 276.010 TO 278.630 INCLUSIVE



VERLAND K. PIERSON
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 18176

BASIS OF BEARING:

NORTH 30°05'25" WEST, BEING THE BEARING OF THE EASTERLY LINE OF LOT 1-2, AS SHOWN ON MAP THEREOF ON FILE IN FILE 187, PAGE 79 OF SURVEYS, CLARK COUNTY OFFICIAL RECORDS.

REFERENCE MAPS:

1. BOOK 144, PAGE 74 OF PLATS
2. FILE 187, PAGE 79 OF SURVEYS

LEGAL DESCRIPTION

BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED IN GRANT, BARGAIN, SALE DEED RECORDED MARCH 06, 2015 AS INSTRUMENT NO. 201503060001997, CLARK COUNTY OFFICIAL RECORDS, ALL BEING A PART OF LOT 1 OF HUALAPAI COMMONS, A COMMERCIAL SUBDIVISION AS SHOWN ON MAP THEREOF ON FILE IN BOOK 144, PAGE 74 OF PLATS, ALL LYING IN THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID TRACT OF LAND CONVEYED IN GRANT, BARGAIN, SALE DEED THENCE NORTH 30°05'25" WEST, ALONG THE EASTERLY LINE OF SAID TRACT, 152.86 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 59°54'35" WEST, 17.53 FEET TO THE POINT OF BEGINNING, SAID POINT BEING COINCIDENT WITH THE EXTERIOR FACADE OF EXISTING BUILDING LOCATED AT 9755 WEST CHARLESTON BOULEVARD, LAS VEGAS, NEVADA, 89117; THENCE ALONG SAID EXTERIOR FACADE SOUTH 30°10'15" EAST, 122.35 FEET TO THE BEGINNING OF A 4.34 FOOT RADIUS NON-TANGENT CURVE, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 25°03'08" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°10'20", AN ARC DISTANCE OF 5.31 FEET; THENCE SOUTH 13°43'31" WEST, 11.66 FEET; THENCE SOUTH 59°41'17" WEST, 87.51 FEET; THENCE SOUTH 30°54'25" EAST, 14.02 FEET; THENCE SOUTH 59°37'37" WEST, 19.08 FEET; THENCE NORTH 30°17'58" WEST, 23.52 FEET; THENCE NORTH 59°23'24" EAST, DEPARTING SAID EXTERIOR FACADE, 2.63 FEET TO THE CENTER OF THE COMMON WALL; THENCE NORTH 30°18'46" WEST, 132.24 FEET TO THE NORTHERLY EXTENSION OF THE COMMON WALL AND THE EXTERIOR FACADE; THENCE NORTH 59°48'30" EAST, 18.67 FEET; THENCE NORTH 30°04'34" WEST, 10.44 FEET; THENCE NORTH 59°43'47" EAST, 16.97 FEET; THENCE NORTH 31°08'34" WEST, 2.14 FEET; THENCE NORTH 59°43'47" EAST, 37.23 FEET; THENCE SOUTH 30°03'02" EAST, 2.08 FEET; THENCE NORTH 59°43'47" EAST, 17.79 FEET; THENCE SOUTH 30°03'02" EAST, 10.84 FEET; THENCE NORTH 59°19'24" EAST, 15.00 FEET TO THE BEGINNING OF A 4.50 FOOT RADIUS NON-TANGENT CURVE, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 65°57'59" WEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 151°46'09", AN ARC DISTANCE OF 11.91 FEET TO THE POINT OF BEGINNING.

COUNTY RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX.
N.R.S. 278.5695.

RECORD OF SURVEY

BEING A PORTION OF LOT 1 OF "HUALAPAI COMMONS, A COMMERCIAL SUBDIVISION" AS SHOWN ON MAP THEREOF ON FILE IN BOOK 144, PAGE 74 OF PLATS, CLARK COUNTY OFFICIAL RECORDS, LYING IN THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

POGGEMEYER
DESIGN GROUP



6960 Smoke Ranch Suite 110
Las Vegas, Nevada 89128
p) 702.255.8100
f) 702.255.8375
www.poggemeyer.com

JOB NUMBER 15044
CHECKED BY: APilorz
CAD DRAWING
DRAWING DATE 6-29-15
DRAWN BY V.K.P.

No. 3049
FILED AT THE REQUEST OF
POGGEMEYER DESIGN GROUP INC.
DATE 11/18/15 AT 4:11 PM
FILE 197 PAGE 31
OF SURVEYS
OFFICIAL RECORDS BOOK No. 2015 1118
CLARK COUNTY NEVADA RECORDS
DEBBIE CONWAY, RECORDER
FEE 24 DEPUTY Gled

EXHIBIT “FFFF-27”

Inst #: 20170713-0000859

Fees: \$28.00 N/C Fee: \$0.00

RPTT: \$10202.55 Ex: #

07/13/2017 10:12:04 AM

Receipt #: 3138542

Requestor:

FIDELITY NATIONAL TITLE - L

Recorded By: RYUD Pgs: 13

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: Portion of 163-06-115- 004

Affix R.P.T.T. \$10,202.55

RECORDING REQUESTED BY:

FIDELITY NATIONAL TITLE

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:

EHC HUALAPAI LLC, A NEVADA LIMITED
LIABILITY COMPANY

1215 S. FORT APACHE, STE 120
LAS VEGAS, NV 89117

ESCROW NO: 00067924-001-JH4

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Hualapai Commons Ltd LLC, a Nevada limited liability company

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby
Grant, Bargain Sell and convey to

EHC Hualapai LLC, a Nevada limited liability company

all that real property situated in the County of Clark, State of Nevada, bounded and described as
follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to: 1. Taxes for the current fiscal year, paid current.
2. Those matters listed on Exhibit "B" attached hereto and incorporated herein by
this reference.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging
or in anywise appertaining.

Witness my/our hand(s) this 11 day of July, 2017.

Hualapai Commons Ltd LLC, a Nevada
limited liability company

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

William B. Bayne
William Bayne, Chief Executive Officer

STATE OF NEVADA
COUNTY OF CLARK

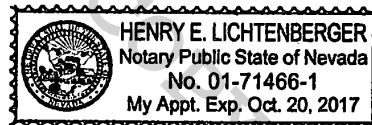
} ss:

On this 11th day of July 2017
appeared before me, a Notary Public,

William Bayne
personally known or proven to me to
be the person(s) whose name(s) is/are
subscribed to the above instrument,
who acknowledged that he/she/they
executed the instrument for the
purposes therein contained.

Henry E. Lichtenberger
Notary Public

My commission expires: 6/20/17



NOTARY JURAT FOR GRANT, BARGAIN, SALE DEED
FOR ESCROW NO.: 00067924-001JH4

ATTACHMENT "A"
(to Grant Bargain Sale Deed)

LEGAL DESCRIPTION

BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED IN GRANT, BARGAIN, SALE DEED RECORDED MARCH 06, 2015 AS INSTRUMENT NO. 201503060001997, CLARK COUNTY OFFICIAL RECORDS, ALL BEING A PART OF LOT 1 OF HUALAPAI COMMONS, A COMMERCIAL SUBDIVISION AS SHOWN ON MAP THEREOF ON FILE IN BOOK 144, PAGE 74 OF PLATS, ALL LYING IN THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID TRACT OF LAND LAND CONVEYED IN GRANT, BARGAIN, SALE DEED THENCE NORTH 30°05'25" WEST, ALONG THE EASTERLY OF LINE OF SAID TRACT, 152.86 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 59°54'35" WEST, 17.53 FEET TO THE POINT OF BEGINNING, SAID POINT BEING COINCIDENT WITH THE EXTERIOR FACADE OF EXISTING BUILDING LOCATED AT 9755 WEST CHARLESTON BOULEVARD, LAS VEGAS, NEVADA, 89117; THENCE ALONG SAID EXTERIOR FACADE SOUTH 30°10'15" EAST, 122.35 FEET TO THE BEGINNING OF A 4.34 FOOT RADIUS NON-TANGENT CURVE, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 25°03'08" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°10'20", AN ARC DISTANCE OF 5.31 FEET; THENCE SOUTH 13°43'31" WEST, 11.66 FEET; THENCE SOUTH 59°41'17" WEST, 87.51 FEET; THENCE SOUTH 30°54'25" EAST, 14.02 FEET; THENCE SOUTH 59°37'37" WEST, 19.08 FEET; THENCE NORTH 30°17'58" WEST, 23.52 FEET; THENCE NORTH 59°23'24" EAST, DEPARTING SAID EXTERIOR FACADE, 2.63 FEET TO THE CENTER OF THE COMMON WALL; THENCE NORTH 30°18'46" WEST, 132.24 FEET TO THE NORTHERLY EXTENSION OF THE COMMON WALL AND THE EXTERIOR FACADE; THENCE NORTH 59°48'30" EAST, 18.67 FEET; THENCE NORTH 30°04'34" WEST, 10.44 FEET; THENCE NORTH 59°43'47" EAST, 16.97 FEET; THENCE NORTH 31°08'34" WEST, 2.14 FEET; THENCE NORTH 59°43'47" EAST, 37.23 FEET; THENCE SOUTH 30°03'02" EAST, 2.08 FEET; THENCE NORTH 59°43'47" EAST, 17.79 FEET; THENCE SOUTH 30°03'02" EAST, 10.84 FEET; THENCE NORTH 59°19'24" EAST, 15.00 FEET TO THE BEGINNING OF A 4.50 FOOT RADIUS NON-TANGENT CURVE, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 65°57'59" WEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 151°46'09", AN ARC DISTANCE OF 11.91 FEET TO THE POINT OF BEGINNING.

EXHIBIT 'B'

Permitted Exceptions

1. General and special State, County and/or City property taxes for the fiscal year 2017-2018, now a lien, not yet payable.
Assessor's Parcel No.: 163-06-115-004
(With Other Property)
2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls in the Office of the Clark County Assessor, per Nevada Statute 361.260.
3. Water rights, claims or title to water, whether or not disclosed by the public records.
4. Reservations, exceptions and provisions contained in the patent from the United States of America, and in the acts authorizing the issuance thereof.
Recording Date: December 05, 1958
Recording No: Book 180, Instrument No. 146618, of Official Records
and Recording Date: October 23, 1985
and Recording No: Book 2205, Instrument No. 2164188, of Official Records
5. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
Recording Date: May 10, 1990
Recording No: Book 900510, Instrument No. 00430, of Official Records

An Amended and Restated Declaration of said covenants, conditions and restrictions
Recording Date: August 27, 1990
Recording No: Book 900827, Instrument No. 00428, of Official Records

Liens and charges as set forth in the above mentioned declaration,
Payable to: : Peccole Ranch Community Association

6. Terms, provisions and easements as contained in an instrument
Entitled: Right of Way and Easement
Recording Date: March 21, 1991
Recording No.: Book 910321, Instrument No. 00885, of Official Records
7. Dedication(s) and easement(s) and rights incidental thereto as indicated or delineated on the map of said parcel map:
Recording No.: File 69 of Parcel Maps, Page 55, of Official Records
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Nevada Power Company
Purpose: public utilities
Recording Date: January 09, 1992
Recording No.: Book 920109, Instrument No. 00522, of Official Records
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Nevada Power Company
Purpose: public utilities
Recording Date: August 10, 1993
Recording No.: Book 930810, Instrument No. 00815, of Official Records
10. Terms, provisions and easements as contained in an instrument
Entitled: Easement Agreement
Recording Date: December 10, 1993
Recording No.: Book 931210, Instrument No. 01286, of Official Records

Terms, provisions and easements as contained in an instrument
Entitled: Amendment to Easement Agreement
Recording Date: April 17, 2008
Recording No.: Book 20080417, Instrument No. 0000377, of Official Records
11. Dedication(s) and easement(s) and rights incidental thereto as indicated or delineated on the map of said tract/plat:
Recording No.: Book 71 of Plats, Page 76, of Official Records

And by Certificate of Amendment recorded August 04, 1998 in Book 980804 as Instrument No. 00535 of Official Records.

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Nevada Power Company
Purpose: public utilities
Recording Date: June 30, 1998
Recording No: Book 980630, Instrument No. 01890, of Official Records
13. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document
Entitled: Memorandum of Lease
Lessor: Peccole Nevada, Inc.
Lessee: Smith's Food & Drug Centers, Inc., a Delaware corporation
Recording Date: July 14, 1998
Recording No: Book 980714, Instrument No. 00851, of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Terms, provisions and conditions as contained in an instrument
Entitled: Assignment and Assumption of Landlord's Interest on Leases
Recording Date: July 19, 2000
Recording No.: Book 20000719, Instrument No. 00924, of Official Records
14. Terms, provisions and easements as contained in an instrument
Entitled: Encroachment Agreement – Short Term
Recording Date: December 02, 1998
Recording No.: Book 981202, Instrument No. 02432, of Official Records
15. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document
Entitled: Memorandum of Lease
Lessor: Peccole Nevada Corporation, A Nevada corporation
Lessee: Home Depot U.S.A., Inc., a Delaware corporation
Recording Date: April 23, 1999
Recording No: Book 990423, Instrument No. 02964, of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

A Supplement to Memorandum of Lease:

Dated: June 28, 1999

Recording Date: July 19, 1999

Recording No: Book 990719, Instrument No. 00343, of Official Records

Terms, provisions and conditions as contained in an instrument

Entitled: Assignment and Assumption of Landlord's Interest on Leases

Recording Date: July 19, 2000

Recording No.: Book 20000719, Instrument No. 00924, of Official Records

An agreement recorded which states that said lease has been made subordinate to the deed of trust shown in Book 20000719 as Instrument No. 00920 of Official Records.

Recording Date: July 24, 2000

Recording No: Book 20000724, Instrument No. 00108, of Official Records

A Second Supplement to Memorandum of Lease:

Dated: July 10, 2000

Recording Date: September 29, 2000

Recording No: Book 20000929, Instrument No. 00846, of Official Records

16. Easement(s) and rights incidental thereto as shown and disclosed by survey

Entitled: 102 of Surveys, Page 23

Recording Date: April 27, 1999 in Book 990427

Recording No.: 02255 Official Records

17. Terms, provisions and conditions as contained in an instrument

Entitled: Memorandum of Development Agreement

Recording Date: May 07, 1999

Recording No.: Book 990507, Instrument No. 01251, of Official Records

18. Terms, provisions and easements as contained in an instrument

Entitled: Reciprocal Ingress/Egress Easement Agreement

Recording Date: July 27, 1999

Recording No.: Book 990727, Instrument No. 00864, of Official Records

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Las Vegas Valley Water District
Purpose: water pipelines
Recording Date: September 01, 1999
Recording No: Book 990901, Instrument No. 00633, of Official Records
20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Las Vegas Valley Water District
Purpose: water pipelines
Recording Date: September 01, 1999
Recording No: Book 990901, Instrument No. 00634, of Official Records
21. Dedication(s) and easement(s) and rights incidental thereto as indicated or delineated on the map of said parcel map:
Recording No.: File 96 of Parcel Maps, Page 50, of Official Records
22. Terms, provisions and easements as contained in an instrument
Entitled: Ingress/Egress Easement Agreement
Recording Date: April 14, 2000
Recording No.: Book 20000414, Instrument No. 00799, of Official Records
23. Terms, provisions and conditions as contained in an instrument
Entitled: Declaration of Covenants, Conditions and Restrictions
Recording Date: July 19, 2000
Recording No.: Book 20000719, Instrument No. 00926, of Official Records
24. Easement(s) and rights incidental thereto as shown and disclosed by survey
Entitled: 110 of Surveys, Page 88
Recording Date: August 15, 2000 in Book 20000815
Recording No.: 00963 Official Records
25. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document
Entitled: Memorandum of Lease
Lessor: Hualapai Commons, Ltd., LLC, a Nevada limited liability company
Lessee: Hollywood Entertainment Corporation, an Oregon Corporation
Recording Date: October 11, 2000
Recording No: Book 20001011, Instrument No. 01995, of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Nevada Power Company

Purpose: public utilities

Recording Date: January 05, 2001

Recording No: Book 20010105, Instrument No. 01974, of Official Records

27. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease

Lessor: Hualapai Commons Ltd., LLC, a Nevada limited liability company

Lessee: PetsMart, Inc., a Delaware corporation

Recording Date: October 19, 2000

Recording No: Book 20001019, Instrument No. 00077, of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

28. Terms, provisions and conditions as contained in an instrument

Entitled: Public Telephone Placement Agreement

Recording Date: May 01, 2003

Recording No.: Book 20030501, Instrument No. 02050, of Official Records\

Terms, provisions and conditions as contained in an instrument

Entitled: Partial Assignment of Public Telephone Placement Agreement

Recording Date: December 30, 2003

Recording No.: Book 20031230, Instrument No. 02880, of Official Records

29. Terms, provisions and conditions as contained in an instrument

Entitled: Public Telephone Placement Agreement

Recording Date: May 02, 2003

Recording No.: Book 20030502, Instrument No. 01468, of Official Records

30. Terms, provisions and conditions as contained in an instrument

Entitled: Assignment of Gaming Agreement

Recording Date: December 30, 2003
Recording No.: Book 20031230, Instrument No. 02881, of Official Records

31. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document
Entitled: Assignment of Lease
Lessor: Hualapai Commons, LLC
Lessee: Herbst Development, LLC, a Nevada limited liability company
Recording Date: December 30, 2003
Recording No: Book 20031230, Instrument No. 02897, of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

32. Terms, provisions and easements as contained in an instrument
Entitled: Access Agreement Leased Premises
Recording Date: December 30, 2003
Recording No.: Book 20031230, Instrument No. 02898, of Official Records

33. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: City of Las Vegas
Purpose: traffic control lines, poles, streetlight facilities and appurtenance for traffic control, pedestrian walkway and streetlight purposes
Recording Date: April 01, 2004
Recording No: Book 20040401, Instrument No. 02301, of Official Records

34. Terms, provisions and conditions as contained in an instrument
Entitled: City of Las Vegas Special Improvement District 491 Apportionment of Surplus Funds Report
Recording Date: September 07, 2006
Recording No.: Book 20060907, Instrument No. 0000847, of Official Records

35. Terms, provisions and conditions as contained in an instrument
Entitled: Declaration of Private Maintenance Requirements
Recording Date: May 02, 2007
Recording No.: Book 20070502, Instrument No. 0003989, of Official Records

36. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: May 02, 2007

Recording No: Book 20070502, Instrument No. 0003990, of Official Records

AMENDED AND RESTATED Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 20, 2015

Recording No: 20151120-0003301, of Official Records

Liens and charges as set forth in the above mentioned declaration,
Payable to: Hualapai Commons Commercial Association, Inc.

37. Easement(s) and rights incidental thereto as shown and disclosed by survey

Entitled: 185 of Surveys, Page 25

Recording Date: November 04, 2011

Recording No.: 201111040002290 Official Records

38. Terms, provisions and conditions as contained in an instrument

Entitled: City of Las Vegas Notice of Zoning Action

Recording Date: June 28, 2012

Recording No.: 201206280001369, of Official Records

39. Terms, provisions and conditions as contained in an instrument

Entitled: City of Las Vegas Notice of Zoning Action

Recording Date: September 25, 2012

Recording No.: 201209250002203, of Official Records

40. Dedication(s) and easement(s) and rights incidental thereto as indicated or delineated on the map of said tract/plat:

Recording No.: Book 144 of Plats, Page 74, of Official Records

41. Easement(s) and rights incidental thereto as shown and disclosed by survey

Entitled: 187 of Surveys, Page 79

Recording Date: November 28, 2012

Recording No.: 201211280001315 Official Records

42. Any rights, interests or claims which may exist or arise by reason of a Record of Survey

File: 197, of Surveys, Page 31

Recording Date: November 18, 2015

Recording No.: Book 20151118, Instrument No. 03049, of Official Records

ASSESSOR'S COPY

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a) 163-06-115- 004 Portion

b)

c)

d)

2. Type of Property:

- a) ☐ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☒ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property: _____

\$2,000,100.00

Deed in Lieu of Foreclosure Only (value of property): _____

(0.00)

Transfer Tax Value: _____

\$2,000,100.00

Real Property Transfer Tax Due: _____

\$10,202.55

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Will B. Bayne

Capacity Grantor

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name Hualapai Commons Ltd LLC, a
Nevada limited liability company
Address: 851 S. Rampart Blvd, 105
City, St., Zip: Las Vegas, NV 89145

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: EHC Hualapai LLC, a Nevada
limited liability company
Address: 1215 S. Fort Apache #120
City, St., Zip: Las Vegas, NV 89117

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Fidelity National Title Agency of Nevada, Inc. Escrow #: 00067924-001
Address: 500 N. Rainbow Blvd
City/State/Zip: Las Vegas, NV 89107

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT “FFFF-28”

SALES AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS SALES AGREEMENT AND JOINT ESCROW INSTRUCTIONS (the "**Agreement**") is made this ____ day of _____, 2017 (the "**Effective Date**") by and between **HUALAPAI COMMONS, LTD., LLC**, a Nevada limited liability company with a mailing address c/o Peccole-Nevada Corporation, 851 South Rampart Boulevard, Suite 105, Las Vegas, Nevada 89145 ("**Seller**") and **EHC HUALAPAI LLC**, a Nevada limited liability company with a mailing address c/o Executive Home Builders, 1215 South Fort Apache Road, Suite 120, Las Vegas, Nevada 89117 ("**Buyer**"). This Agreement constitutes both an Agreement between Buyer and Seller and Joint Escrow Instructions to Fidelity Title National Title Group (the "**Escrow Agent**") with respect to the transactions contemplated hereby.

RECITALS:

A. Buyer and Seller entered into that certain Option to Purchase Real Property on August 16, 2004 attached hereto as Exhibit A ("**Option Agreement**") located at 9755 West Charleston Boulevard (the "**Property**"), a legal description of which is described in Exhibit B. All capitalized terms, not otherwise defined herein, shall have the definitions as stated in the Option Agreement.

B. The Property is a portion of a Shopping Center commonly known as Hualapai Commons and comprises Clark County Assessor Parcel Numbers 163-06-115-002/003/004 (the "**Shopping Center**").

C. The Property is located in a portion of Parcel Number 163-06-115-004.

D. Seller has satisfied the conditions precedent to the Buyer's ability to exercise the Option Agreement, including without limitation, payment in full of the existing debt covering the entire Shopping Center and the creation of a Record of Survey by Poggemeyer Design Group, Las Vegas, Nevada for the Property, a copy of which is attached hereto as Exhibit B (the "**ROS**").

E. Buyer desires to exercise its right to purchase the Property upon the terms and conditions set forth in the Option Agreement.

WITNESSETH:

For and in consideration of the mutual covenants and conditions herein contained, Seller and Buyer agree as follows:

1. Property. Seller and Buyer hereto acknowledges that the Property is not presently a legal parcel capable of being conveyed in accordance with Nevada Revised Statute ("**NRS**") Chapter 278. As of the Effective Date, Seller prepared the ROS for approval by all applicable governmental authorities (namely, the City of Las Vegas, Nevada, Clark County, Nevada and/or the State of Nevada) for recordation with the Office of the Recorder, Clark County, Nevada (the "**Recorder**") in order that the Real Estate become a legal parcel capable of being transferred in accordance with NRS Chapter 278. Upon the mutual execution of this Agreement and satisfaction of the conditions contained in this Agreement, Seller shall proceed to have the ROS recorded with the Recorder no later than one (1) business day before the Closing (defined below). Seller shall be responsible for all costs and expenses associated with the parcelization of the Property, including without limitation, the costs and recording of the ROS.

2. Exercise of Option. Upon the mutual execution of this Agreement and the opening of Escrow with the Title Company, Seller shall be deemed to have exercised the Option Agreement to purchase the Property in accordance with the terms and conditions therein.

3. Purchase Price. Seller acknowledges receipt in full for the entire Purchase Price with no further monies due and owing by the Buyer, except as otherwise provided for in this Agreement.

4. Escrow Agent. Buyer has elected that the Closing be facilitated through Sharon Silverberg, Senior Commercial Escrow Officer, Vice President, Fidelity National Title Group, NCS Las Vegas, 8363 W. Sunset Rd., Suite 100, Las Vegas, Nevada 89113, Direct: (702) 938-4273; Facsimile: (702) 938-8765.

5. Title Report. Prior the Effective Date, Escrow Agent delivered to Buyer a current preliminary title report for the Shopping Center together with copies of all documents referred to in the report (collectively, the "**Title Report**"). Within three (3) business days from the Effective Date, Buyer shall notify Seller in writing of Buyers' disapproval of any exception shown on the Title Report ("**Disapproved Exception**"). Buyer's failure to object to an exception in the Title Report prior to the expiration of said three (3) business day period shall be deemed an approval of such non-objected to exception (each a "**Permitted Exception**"). If Buyer timely objects to a Disapproved Exception (other than a Permitted Exception), then Seller may elect to satisfy or, if applicable, remove (by affirmative endorsement or otherwise, in each instance procured at Seller's cost and expense) such Disapproved Exception or notify Buyer that is not willing to remove a Disapproved Exception no later than three (3) business days after receipt of the letter with the Disapproved Exception. Notwithstanding anything to the contrary contained in this Agreement, Buyer hereby acknowledges and agrees that the following items and/or matters shall be Permitted Exceptions: (a) ad valorem taxes for the year in which the Closing Date occurs that are not then delinquent; (b) standard exclusions and exceptions in the form of the Title Report; (c) any and all liens or encumbrances caused, created, approved, and/or accepted in writing by Buyer on or after the Effective Date; and (d) that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Hualapai Commons dated November 20, 2015 and recorded in the Official Records, Clark County, Nevada as Instrument Number 20151120-0003301 (the "**CC&R's**").

6. Title Insurance Policy. At Buyer's option, Escrow Agent shall at Close of Escrow issue to Buyer either a standard CLTA owner's policy of title insurance or a standard ALTA extended coverage owner's policy of title insurance (the "**Title Policy**") as to the Property, with a limit of liability in the amount of the Purchase Price subject only to the Permitted Exceptions. Seller shall deliver to the Escrow Agent an amount equal to the amount of a standard CLTA owner's policy of title insurance for the Property ("**Seller's Title Policy Contribution**") toward Buyer's expenses in connection with the Title Policy. Subject to the foregoing sentence, Buyer shall be responsible for all direct or indirect costs and expenses of whatsoever nature relating to the Title Policy as well as making the necessary arrangements to prepare an ALTA Survey, if Buyer desires the Title Policy to be an ALTA owner's title insurance policy. Buyer shall be responsible for the payment of all the costs relating to the ALTA Survey and other costs and expenses contained in the preceding sentence.

7. Shopping Center Exclusivity Provisions. As of the date of the Option Agreement, the Seller as the "Landlord" had entered into certain leases for portions of the Shopping Center and each lease contained, among other things, negotiated exclusivity provisions, related restrictions, applicable legal descriptions and sites plans (collectively, the "**Applicable Lease**

Provisions"). Attached hereto as Exhibit F are the Applicable Lease Provisions that remain in effect as of the date of this Agreement and apply to the Buyer as an owner of a portion of the Shopping Center assuming that the Closing has occurred and the Property is transferred: (i) Home Depot Ground Lease dated April 1, 1999, as amended (Sections 8.2 and 8.3. Exhibit "A" (Legal Description of Shopping Center Property), Exhibit "A-1" (Legal Description of Premises) and Exhibit "B" (Site Plan); (ii) Aaron Brothers Shopping Center Lease dated on or about March 24, 2000, Basic Lease Provisions, Exhibit "A" (Description of Property), Exhibit "B" (Description of Home Depot Parcel), Exhibit "C" (Description of Peccole Parcel), Exhibit "D" (Site Plan), Exhibit J (Prohibited Uses), (iii) Hallmark Specialty Retail Group, Inc. Shopping Center Lease dated October 15, 1999, Article 6 (Use, Use Restrictions, Possession, Rules and Regulations, Tenant's Operations, Prohibited Conduct), Exhibit "A" (Site Plan); (iv) Petsmart, Inc. Shopping Center Lease Agreement dated February 11, 2000, Exhibit A (Shopping Center Plan), Exhibit B (Legal Description of Land), Exhibit G (Prohibited Uses and Exclusive Rights), Exhibit I (Provisions Regarding Co-Tenancy), Exhibit J (Conditions Precedent); and (v) Smith's Food & Drug Centers, Inc. Ground Lease dated June 1, 1998, Section 20 (Exclusive Use), Section 25 (Use Restrictions), Exhibit C (Legal Description for Shopping Center Property).

8. Items to be Delivered into Escrow.

(a) By Seller. One (1) business day before the Close, Seller shall deposit with the in the Escrow Agent the following documents: (i) a grant bargain and sale deed in the form of Exhibit C attached hereto, subject to the Permitted Exceptions, duly executed and acknowledged by Seller and in recordable form, deeding to Buyer all of Seller's right, title, and interest in the Property, (the "**GBS Deed**"); (ii) a non-foreign transferor declaration (the "**Non-Foreign Transferor Declaration**"), in the form of Exhibit D attached hereto, duly executed by Seller; (iii) a recorded copy of the ROS; and (iv) Bill of Sale in the form attached hereto and incorporated herein as Exhibit E.

(b) By Buyer. One (1) business day before the Closing, Buyer shall deposit in Escrow a wire transfer to the account of Escrow Agent in an amount equal to the cash portion of the Closing Payment.

9. Escrow Agent's Instructions. At such time as the provisions of Section 7 are satisfied or waived, Escrow Agent shall perform the acts set forth below in the following order:

(a) Date Documents. Date as of the date of Close of Escrow, all instruments calling for a date.

(b) Declaration of Value. Prepare a Declaration of Value in such form as required by NRS 375.060 (the "**Real Property Transfer Tax Declaration**").

(c) Record. Record the GBS Deed in the Office of the County Recorder of Clark County, Nevada, with instructions to deliver the GBS Deed when recorded to Buyer.

(d) Deliver Title Policy. Deliver to Buyer the Title Policy as described in Section 6.

(e) Information Return. Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow (the "**Information Return**") required by Section 6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

10 Post-Closing Matters. The instruments required to be recorded under this Agreement shall provide that the Recorder shall return them to Escrow Holder after recordation, and upon receipt thereof, Escrow Holder shall deliver the following:

(a) To Seller: A copy of the GBS Deed as recorded and plain copies of the Real Property Transfer Tax Declaration.

(b) To Buyer: The original of GBS Deed, as recorded; plain copies of the Real Property Transfer Tax Declaration and the Bill of Sale.

11. Prorations; Costs.

(a) Prorations. Except as may be otherwise expressly provided in this Agreement, all revenues, income and expenses of the Property with respect to the period prior to the Close of Escrow shall be for the account of Seller, and all revenues, income and expenses of the Property with respect to the period after the Close of Escrow shall be for the account of Buyer. Accordingly, the following expenses (hereinafter collectively referred to as the “**Apportioned Amount**”) shall be allocated and apportioned as of the Close of Escrow on the basis of a 30-day month and a 365-day year, and shall be paid or credited by Seller to Buyer or by Buyer to Seller, as the case may be (i.e., prorated), at the Close of Escrow: (i) real and personal property taxes, assessments and special district levies applicable to the Property (based on the tax bills for the current year); and (ii) all other reasonable and customary expenses (including prepaid expenses), incurred by Seller in connection with the ownership or operation of the Property. In addition, if any of the foregoing expenses cannot be accurately allocated on the Close of Escrow, the same shall be allocated as soon as practicable after the Close of Escrow, and either Seller or Buyer shall promptly pay to the other the sum determined pursuant to such subsequent allocation.

(b) Costs

(i) To be Paid by Seller. Seller shall pay the following costs: (i) the Seller shall pay ½ of the real property transfer tax imposed on the GBS Deed pursuant to NRS Chapter 375; (ii) Seller's share of the Apportioned Amount described in Section 11(a); (iii) Seller's Title Policy Contribution; and (iv) one-half of the Escrow fee.

(ii) To be Paid by Buyer. Buyer shall pay the following costs: (i) the Buyer shall pay one-half of the real property transfer tax imposed on the GBS Deed pursuant to NRS Chapter 375 and all recording fees for the GBS Deed and Deed of Trust; (ii) subject to Section 4.2, all direct or indirect costs and expenses of whatsoever nature relating to the Title Policy over and above the Seller's Title Policy Contribution and the costs associated with the ALTA Survey; (iii) one-half of the Escrow fee; (iv) Buyer's share of the Apportioned Amount described in Section 11(a); and (v) all sales and use taxes payable in respect of the transfer of the Property to Buyer.

12 “AS IS” SALE LIMITATION; DISCLAIMER NOTICE; AND RELEASE. PURSUANT TO THIS AGREEMENT, BUYER HAS BEEN AFFORDED THE RIGHT AND OPPORTUNITY TO ENTER UPON THE PROPERTY AND TO MAKE SUCH INSPECTIONS OF THE PROPERTY AND MATTERS RELATED THERETO AS A MATERIAL INDUCEMENT TO SELLER'S EXECUTION AND DELIVERY OF THIS AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, BUYER HAS AGREED TO ACCEPT POSSESSION OF THE PROPERTY ON THE CLOSING DATE ON AN “AS IS” BASIS. SELLER AND BUYER AGREE

THAT THE PROPERTY WILL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE, AND SUCH SALE WILL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES AND RESTRICTIONS RELATED THERETO, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), AND SELLER DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY.

Buyer and Seller have each initialed this Section 12 to further indicate their awareness and acceptance of each and every provision of this Agreement. The provisions of this Section 12 shall survive the Closing.

Initial Buyer: _____

Initial Seller: _____

13. Closing. The Closing shall occur on or prior to _____ (the "Closing"). At Closing, Seller shall convey the Property to Buyer, free and clear of all Title Objections, by Seller's execution and delivery to Buyer of a grant, bargain, and sale deed in recordable form for the Property. Date of Close. Provided that all of the conditions precedent contained in this Agreement has been satisfied or waived, the parties agree that the Escrow Agent shall close and is instructed to close the Escrow one (1) business day after Seller and Buyer deliver written instructions that both parties are ready to close (the "**Closing Date**" or "**Close of Escrow**"). Escrow Agent, by proceeding with the Closing Date, shall be deemed to have irrevocably committed to cause the issuance of Title Policy.

14. Incorporation. The terms and conditions of the Option Agreement are hereby incorporated into this Agreement as if fully set forth herein. In the event of a conflict, the terms of this Agreement shall supersede the terms of the Option Agreement.

15. Commissions. Seller nor Buyer were not represented by a Broker for the Option Agreement or this Agreement for the sale of the Property and no commissions are due or payable to any party related to the sale of the Property. Each party agrees to defend, indemnify, and hold the other party harmless from any liability, damage, cost or expense (including costs of defense and reasonable attorneys' fees), arising from any claim by any broker, finder or middleman hired by or at the instance of the indemnifying party or for whom the indemnifying party is responsible.

16. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, telegraphed, delivered or sent by telex, telecopy or cable and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, four (4) business days after the date of posting by the United States Post Office, (iii) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (iv) if given by telex, telecopy or facsimile, when sent. Any notice, request, demand, direction or other communication sent by cable, telex or telecopy must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance to the addresses listed above. Notice of change of address shall be given by written notice in the manner detailed in this section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

17. Miscellaneous. Time is of the essence in this Agreement and each and every term and provision hereof. This Agreement shall be construed as if prepared by both parties. This

Agreement shall be construed, interpreted and governed by the laws of the State of Nevada. Any dispute regarding this Agreement or the Property shall be litigated in the Eighth Judicial District Court, Clark County, Nevada. In the event of such litigation between the parties regarding this Agreement or the Property, the prevailing party shall be entitled to the payment by the Closing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court. Each party will, whenever and as often as it shall be requested to do so by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be reasonably necessary to carry out the intent and purpose of this Agreement. All covenants and obligations contained in this Agreement (including the Applicable Lease Provisions and obligations thereunder), which imply or require performance or compliance after Close of Escrow shall survive the Close of Escrow, but all representations and warranties of the parties contained in this Agreement shall not survive the Close of Escrow. This Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof in furtherance of the Option Agreement and is intended as the complete and exclusive statement of the terms of the agreement between the parties. As such, this Agreement supersedes any and all prior understandings between the parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by both parties hereto. A waiver by either party hereto of a breach of any of the covenants or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the Recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. All references in this Agreement to Articles, Sections and Exhibits shall be to Articles, Sections and Exhibits of or to this Agreement, unless otherwise specified. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permitted by law. This Agreement is intended for the exclusive benefit of Seller and Buyer and is not intended and shall not be construed as conferring any benefit on any third party or the general public. 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. Delivery by any party of a facsimile or electronically, counterpart signature pages shall be as binding an execution and delivery of this Agreement by such party as if the party had delivered an actual physical original of this Agreement with an ink signature from such party.

18. Exhibits.

- A. Copy of Option Agreement
- B. Record of Survey
- C. Form of Grant Bargain Sale Deed
- D. Non-Foreign Transferor Declaration
- E. Bill of Sale

F. Applicable Lease Provisions

[SIGNATURE PAGE FOLLOWS]

Executed by Buyer on this ____ day of _____, 2017

BUYER:

EHC Hualapai LLC,
a Nevada limited liability company

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

Vickie DeHart, Manager

Executed by Buyer on this ____ day of _____, 2017

SELLER:

Hualapai Commons, Ltd., LLC,
a Nevada limited liability company

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

William Bayne, Chief Executive Officer

Executed by Seller on this ____ day of _____, 2017

EXHIBIT A
OPTION AGREEMENT

1923

CLV307089

12073

EXHIBIT B
RECORD OF SURVEY

1924

CLV307090

12074

EXHIBIT C

FORM OF GRANT BARGAIN SALE DEED

A portion of APN 163-06-115-004

WHEN RECORDED, RETURN TO:

EHC Hualapai LLC
1215 South Fort Apache Road, Suite 120
Las Vegas, Nevada 89117
Attn: Manager

(Space above line for Recorder's use only)

FORM OF GRANT BARGAIN AND SALE DEED

HUALAPAI COMMONS LTD., LLC, a Nevada limited liability company, as "Grantor," does hereby Grant, Bargain, Sell and Convey to EHC HUALAPAI LLC, a Nevada limited liability company, referred to herein as "Grantee," the real property in the City of Las Vegas, County of Clark, State of Nevada (hereinafter referred to as the "*Land*") described on Attachment "A" attached hereto and incorporated herein by this reference.

SUBJECT TO:

1. General and special taxes and assessments for the current fiscal tax year and any and all unpaid bonds and/or assessments.
2. Those matters listed on Attachment "B" attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed on the date herein written.

Dated as of _____, 201__.

Grantor:

HUALAPAI COMMONS LTD., LLC
a Nevada limited liability company

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

William Bayne, Chief Executive Officer

STATE OF NEVADA

COUNTY OF CLARK

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by WILLIAM BAYNE, Chief Executive Officer of Peccole-Nevada Corporation, Manager of Hualapai Commons Ltd., LLC, a Nevada limited liability company.

(SEAL)

Notary Public

My commission expires: _____

ATTACHMENT "A"
(to Grant Bargain Sale Deed)

LEGAL DESCRIPTION

BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED IN GRANT, BARGAIN, SALE DEED RECORDED MARCH 06, 2015 AS INSTRUMENT NO. 201503060001997, CLARK COUNTY OFFICIAL RECORDS, ALL BEING A PART OF LOT 1 OF HUALAPAI COMMONS, A COMMERCIAL SUBDIVISION AS SHOWN ON MAP THEREOF ON FILE IN BOOK 144, PAGE 74 OF PLATS, ALL LYING IN THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID TRACT OF LAND LAND CONVEYED IN GRANT, BARGAIN, SALE DEED THENCE NORTH 30°05'25" WEST, ALONG THE EASTERLY OF LINE OF SAID TRACT, 152.86 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 59°54'35" WEST, 17.53 FEET TO THE POINT OF BEGINNING, SAID POINT BEING COINCIDENT WITH THE EXTERIOR FACADE OF EXISTING BUILDING LOCATED AT 9755 WEST CHARLESTON BOULEVARD, LAS VEGAS, NEVADA, 89117; THENCE ALONG SAID EXTERIOR FACADE SOUTH 30°10'15" EAST, 122.35 FEET TO THE BEGINNING OF A 4.34 FOOT RADIUS NON-TANGENT CURVE, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 25°03'08" EAST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°10'20", AN ARC DISTANCE OF 5.31 FEET; THENCE SOUTH 13°43'31" WEST, 11.66 FEET; THENCE SOUTH 59°41'17" WEST, 87.51 FEET; THENCE SOUTH 30°54'25" EAST, 14.02 FEET; THENCE SOUTH 59°37'37" WEST, 19.08 FEET; THENCE NORTH 30°17'58" WEST, 23.52 FEET; THENCE NORTH 59°23'24" EAST, DEPARTING SAID EXTERIOR FACADE, 2.63 FEET TO THE CENTER OF THE COMMON WALL; THENCE NORTH 30°18'46" WEST, 132.24 FEET TO THE NORTHERLY EXTENSION OF THE COMMON WALL AND THE EXTERIOR FACADE; THENCE NORTH 59°48'30" EAST, 18.67 FEET; THENCE NORTH 30°04'34" WEST, 10.44 FEET; THENCE NORTH 59°43'47" EAST, 16.97 FEET; THENCE NORTH 31°08'34" WEST, 2.14 FEET; THENCE NORTH 59°43'47" EAST, 37.23 FEET; THENCE SOUTH 30°03'02" EAST, 2.08 FEET; THENCE NORTH 59°43'47" EAST, 17.79 FEET; THENCE SOUTH 30°03'02" EAST, 10.84 FEET; THENCE NORTH 59°19'24" EAST, 15.00 FEET TO THE BEGINNING OF A 4.50 FOOT RADIUS NON-TANGENT CURVE, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 65°57'59" WEST; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 151°46'09", AN ARC DISTANCE OF 11.91 FEET TO THE POINT OF BEGINNING.

ATTACHMENT "B"
(to Grant Bargain Sale Deed)

PERMITTED EXEMPTIONS

[To follow]

EXHIBIT D

FORM OF NON-FOREIGN TRANSFEROR DECLARATION

Section 1445(a) of the Internal Revenue Code of 1954, as amended (hereinafter referred to as the "**Code**"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by **HUALAPAI COMMONS LTD., LLC**, a Nevada limited liability company (hereinafter referred to as the "**Transferor**"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations);
2. The U.S. Employer Identification Number of for the Transferor is _____.
3. Transferor's address is c/o Peccole-Nevada Corporation, 851 South Rampart Boulevard, Suite 105, Las Vegas, Nevada 89145.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor

Date: _____, 2017

HUALAPAI COMMONS LTD., LLC
a Nevada limited liability company

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

William Bayne, Chief Executive Officer

Exhibit D

1929

CLV307095

12079

EXHIBIT E

FORM OF BILL OF SALE

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to that certain Sales Agreement and Joint Escrow Instructions, dated _____, 2017 (the "Purchase Agreement"), by and between EHC HUALAPAI LLC, a Nevada limited liability company or its designees or assigns ("**Buyer**") and HUALAPAI COMMONS LTD., LLC, a Nevada limited liability company ("**Seller**"), Seller hereby grants, conveys, sells, assigns, transfers and delivers unto Buyer and Buyer hereby accepts from Seller all of Seller's right, title and interest if any in and to all that personal property now existing on or at the Property (the "**Personalty**"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

TO HAVE AND TO HOLD the Personal Property unto Buyer, and Seller does hereby bind itself and its successors and assigns to represent and warrant and forever defend title to the Personal Property unto Buyer against every person whomsoever lawfully claiming or to claim the right or any part thereof, by, through or under Seller, and will indemnify, defend, protect and hold Buyer harmless against the claims and demands of any and all persons, firms and entities arising therefrom or with respect thereto.

Seller hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Buyer any new or confirmatory instruments and do and perform any other acts that Buyer may reasonably request in order to fully assign and transfer to and vest in Buyer and protect its or their rights, title and interest in and enjoyment of, all of the Personal Property, or to enable Buyer to realize upon or otherwise enjoy any such assets.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale effective as of the ____ day of _____, 2017.

SELLER:

HUALAPAI COMMONS LTD., LLC
a Nevada limited liability company

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

William Bayne, Chief Executive Officer

Exhibit E

1930

CLV307096

12080

EXHIBIT F
APPLICABLE LEASE PROVISIONS

[See next page]

Exhibit F

1931

CLV307097

12081

EXHIBIT “FFFF-29”



1 **REQT**
George F. Ogilvie III (NV Bar #3552)
2 Amanda C. Yen (NV Bar #9726)
Christopher Molina (NV Bar #14092)
3 McDONALD CARANO LLP
2300 W. Sahara Ave, Suite 1200
4 Las Vegas, NV 89102
Telephone: 702.873.4100
5 Facsimile: 702.873.9966
gogilvie@mcdonaldcarano.com
6 ayen@mcdonaldcarano.com
cmolina@mcdonaldcarano.com
7
8 Debbie Leonard (NV Bar #8260)
LEONARD LAW, PC
9 955 S. Virginia St., Suite 220
Reno, NV 89502
Telephone: 775.964.4656
10 debbie@leonardlawpc.com
11 Bradford R. Jerbic (NV Bar #1056)
Philip R. Byrnes (NV Bar #166)
12 Seth T. Floyd (NV Bar #11959)
LAS VEGAS CITY ATTORNEY'S OFFICE
13 495 S. Main Street, 6th Floor
Las Vegas, NV 89101
14 Telephone: 702.229.6629
Facsimile: 702.386.1749
15 bjerbic@lasvegasnevada.gov
pbyrnes@lasvegasnevada.gov
16 sfloyd@lasvegasnevada.gov
17 *Attorneys for City of Las Vegas*

18 **DISTRICT COURT**
19 **CLARK COUNTY, NEVADA**

20 180 LAND CO LLC, a Nevada limited-liability
21 company; DOE INDIVIDUALS I through X;
DOE CORPORATIONS I through X; and
22 DOE LIMITED-LIABILITY COMPANIES I
through X,

23
24 Plaintiffs,

25 v.

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

CASE NO.: A-17-758528-J

DEPT. NO.: XVI

**CITY OF LAS VEGAS' FIRST SET OF
INTERROGATORIES TO PLAINTIFF**

1932

QUASI-GOVERNMENTAL ENTITIES I
through X,

Defendants.

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

Intervenors.

Pursuant to Rules 26 and 33 of the Nevada Rules of Civil Procedure, Defendant City of Las Vegas (the “City”) hereby requests that plaintiff 180 Land Co, LLC (“Plaintiff”) respond in writing and under oath, within thirty (30) days of the date of service, at the Law Offices of McDonald Carano LLP, 2300 West Sahara Avenue, Suite 1200, Las Vegas, Nevada 89102, to the following discovery requests.

DEFINITIONS

1. The terms “Plaintiff,” “you,” “yours,” “the Developer,” and “the Landowner” mean and refer to 180 Land Co, LLC, Seventy Acres, LLC, and Fore Stars, Ltd., and each of them, and include, where applicable, any and all persons or entities that directly or indirectly controls, is controlled by, or is under common control with the foregoing entities, and each of their respective partners, members, managers, officers, directors, shareholders, agents, employees, consultants, inspectors, engineers, contractors, and any other persons under their direction or control or under

1 the direction or control of any of the foregoing, or acting on their behalf or on behalf of any of the
2 foregoing, regardless of affiliation or employment.

3 2. The terms “City” or “Defendant” mean and refer to the City of Las Vegas, and includes its
4 City Council members, Planning Commission members, agents, employees, accountants, counsel, and any
5 other persons or entities under its direction or control or under the direction or control of any of the foregoing,
6 or acting on behalf of any of the foregoing, regardless of affiliation or employment.

7 3. The term “Complaint” means and refers to the complaint filed by Plaintiff in the
8 above-captioned matter, as amended or supplemented.

9 4. The term “Badlands Property” means and refers to all or a portion of that certain real
10 property consisting of approximately 250 acres located in Clark County, Nevada and commonly
11 referred to as Assessor’s Parcel Numbers 138-31-702-003, 138-31-601-008, 138-31-702-004, 138-
12 31-201-005, 138-31-801-002, 138-31-801-003, 138-32-301-007, 138-32-301-005, 138-32-210-
13 008, and 138-32-202-001.

14 5. The term “35-Acre Property” means and refers to that portion of the Badlands
15 Property consisting of approximately 34.07 acres commonly referred to as Assessor’s Parcel
16 Number 138-31-201-005.

17 6. “Document” is defined to be synonymous in meaning and equal or exceeding in scope
18 the usage of this term in NRCP 34(a). It includes images, words and symbols that are electronically
19 stored and which, if printed on paper, would be the text of a document. It also means all written or
20 graphic matter of every kind or description however produced or reproduced whether in draft, in
21 final, original or reproduction, signed or unsigned, whether or not now in existence, and regardless
22 of whether approved, sent, received, redrafted or executed, and includes without limiting the
23 generality of its meaning all correspondence, notes, e-mail, video or sound recordings of any type
24 of communication(s), conversation(s), meeting(s), or conference(s), minutes of meetings,
25 memoranda, interoffice communications, intra office communications, notations, correspondence,
26 diaries, desk calendars, appointment books, reports, studies, analyses, summaries, results of
27 investigations or tests, reviews, contracts, agreements, working papers, tax returns, statistical
28 records, ledgers, books of account, vouchers, bank checks, bank statements, invoices, receipts,

1 records, business records, photographs, tape or sound recordings, maps, charts, photographs, plats,
2 drawings or other graphic representations, logs, investigators' reports, stenographers' notebooks,
3 manuals, directives, bulletins, computer data, computer records, or data compilations of any type or
4 kind of material similar to any of the foregoing however denominated and to whomever addressed.
5 "Document" shall exclude exact duplicates when originals are available, but shall include all copies
6 made different from originals by virtue of any writings, notations, symbols, characters, impressions
7 or any marks thereon.

RULES OF CONSTRUCTION

8
9 1. The terms "relate to," "related to," and "relating to" include "refer to," "summarize,"
10 "reflect," "constitute," "contain," "embody," "mention," "show," "comprise," "evidence,"
11 "discuss," "describe," or "pertaining to."

12 2. The word "concerning" means "regarding," "referring to," "relating to," "containing,"
13 "embodying," "mentioning," "evidencing," "constituting," or "describing."

14 3. The use of the masculine gender, as used herein, also means the feminine, or neuter,
15 whichever makes the request more inclusive.

16 4. The words "and" and "or" shall be construed conjunctively or disjunctively,
17 whichever makes the request more inclusive.

18 5. The use of the singular form of any word includes the plural and vice versa.

19 6. The terms "person or entity" and "persons or entities" mean any natural person,
20 individual, firm, corporation, joint venture, partnership, limited liability company, association, fund,
21 other organization, or any collection or combination thereof.

INSTRUCTIONS

22
23 1. The terms "identify," "identity," or "identification," when used in reference to a
24 natural person, mean to give, to the extent known, the person's full name, present or last known
25 address and telephone number, the present or last known business affiliation, including business
26 address and telephone number, and their prior or current connection, interest or association with any
27 party to this litigation. Once a person has been identified in accordance with this paragraph, only
28

1 the name of that person need be listed in response to subsequent discovery requesting the
2 identification of that person.

3 2. The terms “identify,” “identity,” or “identification,” when used in reference to an
4 entity that is not a natural person, mean to state the entity’s name and describe its type (e.g., a
5 Nevada limited liability company), the present or last known address and telephone number of its
6 principal place of business, its registered agent in Nevada, if any, the identity of all persons affiliated
7 with the organization having knowledge or documents concerning this lawsuit, and the entity’s prior
8 or current connection, interest or association with any party to this litigation, including without
9 limitation any account names and numbers. Once an entity has been identified in accordance with
10 this paragraph, only the name of that entity need be listed in response to subsequent discovery
11 requesting the identification of that entity.

12 3. The terms “identify,” “identity,” or “identification,” when used in reference to a
13 document, mean to state (a) its title and subject matter; (b) its form (e.g., “cancelled check,”
14 “payment voucher,” “e-mail message,” “letter,” etc.); (c) its date of preparation; (d) the date
15 appearing thereon, if any; (e) the number of pages comprising the writing; (f) the identity of each
16 person who wrote, dictated or otherwise participated in the preparation or creation of the document;
17 (g) the identity of each person who signed, initialled or otherwise marked the document; (h) the
18 identity of each person to whom the document was addressed; (i) the identity of each person who
19 received the document or reviewed it; (j) the location of the document; and (k) the identity of each
20 person having custody of the document. Documents to be identified shall include both documents
21 in your possession, custody or control, and all other documents of which you have knowledge. If
22 you at any time had possession or control of a document called for under an Interrogatory and if
23 such document has been lost, destroyed, purged, or is not presently in your possession or control,
24 you shall describe the writing, the date of its loss, destruction, purge or separation from possession
25 or control, the circumstances surrounding its loss, destruction, purge or separation from possession
26 or control, and identify each person or entity that may have possession or control of a copy or the
27 original of such document. In lieu of identifying a document, you may produce it and refer in your
28 answer to the specific document(s) so produced.

4. These requests reach all documents and information that are within your possession, custody or control. A document or information is deemed within your possession, custody or control if you have the legal right to obtain it, whether or not you now have physical possession of it. Thus, you must obtain and produce all documents and information within the possession or custody of people or entities over whom you have control, such as attorneys, agents, accountants, or others. If you have knowledge of the existence of documents or information responsive to these requests but contend that they are not within your possession, custody or control, please provide the following information:

- a. A description of the documents, including in your description as much detail as possible;
- b. The identity of the person or entity, including his, her or its address, believed by you to have possession or custody of the document or any copies of them at this time; and
- c. A description of the efforts, if any, you have made to obtain possession or custody of the documents.

5. If you contend that any information or document requested to be identified or produced is protected from discovery by the attorney-client privilege, work product doctrine, or some other ground or privilege or immunity, each such document or piece of information shall be identified with at least the following information:

- a. A description of the general nature of the information or document, e.g., "letter," "memorandum," "report," "miscellaneous note," etc., and the number of pages it comprises;
- b. The date, and if no date appears thereon, the identification shall so state and shall give the date or approximate date such document was prepared;
- c. A brief description of the subject matter;
- d. The name and address of each person who prepared or participated in the preparation of such document or information and the organization, if any, with which each such person was then affiliated;

- 1 e. The name and address of each recipient of such document or information and
- 2 the organization, if any, with which each such person was then affiliated;
- 3 f. The name and address of all other distributees or persons who have seen the
- 4 document or received the information and the organization, if any, with which
- 5 each such person was then affiliated;
- 6 g. All attorneys involved in the preparation or receipt of such document or
- 7 information, if the attorney-client privilege or work product protection is
- 8 claimed as to such document;
- 9 h. A statement of the grounds for refusal to produce such document or
- 10 information.
- 11 6. If you contend that only a portion of any document or information that is called for
- 12 by these requests is privileged or otherwise not subject to production, please provide all information,
- 13 deleting the privileged or objectionable portion. With respect to the deleted portion, to the extent
- 14 that the produced portion does not do so, provide the same information that would be provided if
- 15 the entire document were withheld as privileged, as set forth in the previous instruction.
- 16 7. Whenever you are asked to identify or describe an oral communication, or when an
- 17 answer to an interrogatory refers to one, with respect to the oral communication:
- 18 a. Provide the date and place of the communication and whether it was in person
- 19 or by telephone;
- 20 b. Identify all persons who participated in or heard any part of it, sufficient to
- 21 allow for service of process on such individuals;
- 22 c. Identify the organization, if any, with which each participant was then
- 23 connected;
- 24 d. Describe the substance of what each person said in the course of it; and
- 25 e. Identify all documents related to such communication.
- 26 8. If you contend that any oral communication requested to be identified is protected
- 27 from discovery by the attorney-client privilege, work product doctrine, or some other ground or
- 28 privilege or immunity, each such communication shall be identified with at least the following:

- a. The date and place of the communication and whether it was in person or by telephone;
- b. Identify all persons who participated in or heard any part of it, sufficient to allow for service of process on such individuals;
- c. The organization, if any, with which each participant was then connected;
- d. A brief description of the subject matter of the communication;
- e. Identify all documents related to such communication; and
- f. A statement of the grounds for refusal to disclose the specifics of the communication.

9. These requests shall be deemed to be continuing, and any additional information or documents relating in any way to these requests or your original responses that are acquired subsequent to the date of responding to these requests, up to and including the time of trial, shall be furnished promptly after such information or documents are acquired as supplemental responses to these requests.

10. These requests call for all information (including information contained in documents) known or reasonably available to you, your attorneys, investigators, representatives, agents or others acting on your behalf or under your direction or control, not merely such information as is known of your own personal knowledge. Each answer must be as complete and straightforward as the information reasonably available to you permits. If an interrogatory cannot be answered completely, answer it to the fullest extent possible.

11. If you cannot answer an interrogatory fully after exercising due diligence to secure the information requested, so state and answer the interrogatory to the extent possible, specifying your inability to answer the remainder, the reasons therefore, the steps taken to secure the answers to the unanswered portions, and stating whatever information or knowledge you have concerning the unanswered portions. Please also identify the person you believe to have such knowledge, what you believe to be the correct answer, and the facts upon which you base your answers or beliefs.

12. If you consult any persons or entities or documents in answering these requests, identify in regard to each such interrogatory the persons or entities and/or document consulted.

1 13. Where your answer or a portion thereof is given upon information and belief, other
2 than personal knowledge, please so state and describe and/or identify the sources of such
3 information and belief.

4 14. All other requirements of Rules 26 and 33 of the Nevada Rules of Civil Procedure are
5 hereby incorporated by reference.

6 **INTERROGATORIES**

7 **INTERROGATORY NO. 1:**

8 Identify each person you consulted or otherwise relied upon to assist you with purchasing or
9 planning the development of the Badlands Property, including but not limited to land use
10 consultants, engineers, architects, attorneys, analysts, accountants, contractors, environmental
11 experts, and any other experts or professionals who assisted you with planning the development of
12 the Badlands Property.

13 **INTERROGATORY NO. 2:**

14 State the date on which the alleged taking of the 35-Acre Property occurred.

15 **INTERROGATORY NO. 3:**

16 If you contend that any other part of the Badlands Property besides the 35-Acre Property has
17 been taken, state:

18 (a) The Assessor's Parcel Number assigned to such part(s); and

19 (b) The date on which the alleged taking of such part(s) occurred.

20 **INTERROGATORY NO. 4:**

21 For each residence that you allege was constructed on land designated for parks, recreation
22 or open space in the City's General Plan, state:

23 (a) The Assessor's Parcel Number assigned to the lot for the residence;

24 (b) The name of the builder who constructed the residence; and

25 (c) The date construction of the residence commenced.

26 **INTERROGATORY NO. 5:**

27 During the past six years, has the Property been appraised? If so, for each appraisal state:

28 (a) The date of the appraisal;

(b) The name, address, and telephone number of the person who performed the appraisal; and

(c) The appraised value given for the Property.

INTERROGATORY NO. 6:

For each statement alleged in the Complaint to have been made by the City:

(a) Identify the person who is alleged to have made the statement;

(b) State the date the statement was made;

(c) Identify each document that demonstrates the statement was made and for any transcript state the page number and line number demonstrating the statement was made.

INTERROGATORY NO. 7:

State all facts that support your contention that you had specific and distinct investment backed expectations to develop the Badlands Property.

INTERROGATORY NO. 8:

Do you contend that Plaintiff had distinct investment-backed expectations to develop the entire Badlands property? If so, state whether, to what extent, and in what ways such investment backed expectations are different from your alleged investment backed expectations to develop the 35-Acre Property.

INTERROGATORY NO. 9:

State all facts that support your contention that the designation of PR-OS was placed on the Badlands Property by the City without the City having followed its own proper notice requirements and procedures.

INTERROGATORY NO. 10:

If there have been any offers to lease, purchase, or sell the Badlands Property or any part thereof since June 1, 2015 through the present:

(a) Identify each potential lessee and buyer and their agents and brokers;

(b) Identify the date of each offer;

(c) State whether the offer was written or verbal;

(d) State whether the offer was rejected or accepted;

(e) State if a counteroffer was made; and

(f) State the terms of each offer and counteroffer.

INTERROGATORY NO. 11:

For each communication you (and/or your counsel) had with the City related to the Badlands Property, state:

- (a) The date and place of each communication;
- (b) Identify each person who was present at, participated in, or has knowledge of the communication;
- (c) State the type of communication (e.g., written or oral);
- (d) Summarize the matters discussed or addressed in the communication; and
- (e) Identify each document reflecting or comprising the communication.

INTERROGATORY NO. 12:

For each person you will attempt to elicit expert testimony, whether specifically retained for purposes of litigation or otherwise:

- (a) State the expert's name, address, telephone number, and area of expertise;
- (b) Describe the subject matter upon which such expert is expected to testify;
- (c) State the substance of the facts, opinions and conclusions to which he or she will testify;
- (d) State the grounds of each opinion; and
- (e) State whether a written report has been prepared by such expert or any person acting on his or her behalf.

INTERROGATORY NO. 13:

Do you contend that the City is required to allow development of land burdened by public drainage easements? If so, state:

- (a) All facts that support this contention; and
- (b) All applicable legal authorities that support this contention.

INTERROGATORY NO. 14:

State all facts that support the allegations in the Complaint that the City has intentionally delayed approval of development of the 35-Acre Property.

INTERROGATORY NO. 15:

Identify all lenders, including financial institutions and private lenders, from whom you sought a loan to purchase your interest in the Badlands Property or for which you have used the Badlands Property as collateral.

INTERROGATORY NO. 16:

Identify all documents and state all facts that support your allegation that any further requests or applications to the City to develop the Badlands Property would be futile.

INTERROGATORY NO. 17:

For each application related to the Badlands Property that you contend was “meaningful” as alleged in paragraph 150 of the Complaint, state all facts and identify all documents that support such contention.

INTERROGATORY NO. 18:

Is your response to each request for admission served with these interrogatories an unqualified admission? If not, for each response that is not an unqualified admission:

- (a) State the number of the request;
- (b) State all facts upon which you base your response;
- (c) State the names, addresses, and telephone numbers of all persons who have knowledge of those facts; and
- (d) Identify all documents and other tangible things that support your response and state the name, address and telephone number of the person who has each document or thing.

INTERROGATORY NO. 19:

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

INTERROGATORY NO. 20:

Identify in detail all water rights that have been associated with or appurtenant to the Badlands Property. If you have disposed of any such water rights, identify the date, the recorded document number and the purpose of any such conveyance.

INTERROGATORY NO. 21:

Describe all golf course operations that have occurred on the Badlands Property from the time you purchased your interest in the Badlands Property to the present.

INTERROGATORY NO. 22:

Describe the due diligence you conducted prior to purchasing your interest in the Badlands Property.

INTERROGATORY NO. 23:

Identify all facts to support the allegations in your Complaint that the City's actions have "foreclosed all development" of the Badlands Property.

INTERROGATORY NO. 24:

Identify all facts to support the allegations in your Complaint that the City has a "scheme to specifically target the Landowner's Property to have it remain in a vacant condition to be turned over to the City for a park for pennies on the dollar."

DATED this 2nd day of July 2019.

McDONALD CARANO LLP

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Attorneys for City of Las Vegas

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on the 2nd day of July, 2019, a true and correct copy of the foregoing **CITY OF LAS VEGAS' FIRST SET OF INTEROGATORIES TO PLAINTIFF** was 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 “FFFF-30”

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14 *Attorneys for Plaintiff Landowners*

16 **UNITED STATES DISTRICT COURT**

17 **DISTRICT OF NEVADA**

18 180 LAND COMPANY, LLC, a Nevada limited
19 liability company; DOE INDIVIDUALS I through
20 X; DOE CORPORATIONS I through X; and DOE
21 LIMITED LIABILITY COMPANIES I through X,

21 Plaintiffs,

22 vs.

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

27 Defendants.

) Case No. 2:19-cv-01467-KJD-DJA

) Case No.: A-17-758528-J

) Dept. No.: XVI

) **PLAINTIFF 180 LAND COMPANY,**
) **LLC'S RESPONSES TO DEFENDANT**
) **CITY OF LAS VEGAS' FIRST SET OF**
) **INTERROGATORIES TO PLAINTIFF**

3rd Supplement

COMES NOW PLAINTIFF 180 LAND COMPANY, LLC, by and through its attorneys the Law Offices of Kermitt L. Waters, and hereby supplements its responds to Defendant CITY OF LAS VEGAS' First Set of Interrogatories to Plaintiff as follows:

GENERAL OBJECTIONS TO INTERROGATORIES

A. The Answering Party objects to each interrogatory to the extent that it requests the disclosure of information which is vexatious and unduly burdensome to obtain, or unjustifiably and unreasonably requires that The Answering Party does the work of other parties to this litigation. ["Objection on the grounds of undue burden" and/or "burdensome"]

B. The Answering Party objects to each interrogatory to the extent that it requests the disclosure of information which has previously been provided by The Answering Party or others or which is otherwise in the public domain. Such information is equally available to the propounding party as it is to The Answering Party. Accordingly, to respond to said interrogatory would impose an unnecessary and undue burden and expense on The Answering Party. ["Objection on the grounds of information within Defendant's possession or publically available" and/or "equally available"]

C. The Answering Party objects to each interrogatory to the extent that it seeks the disclosure of information which is beyond the permissible scope of Rules 26, 33, 34, and/or 36 of the Nevada Rules of Civil Procedure ("Nev. R. Civ. P."), in that such information is irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence or proportional to the needs of the case. ["Objection on the grounds of relevance and proportionality" and/or "relevance"]

D. The Answering Party objects to each interrogatory to the extent that it requests the disclosure of information which is protected by the attorney client privilege, the work product privilege, or which regards material prepared in anticipation of litigation within the meaning of the Nev. R. Civ. P., upon the grounds that privileged matter is exempt from discovery and trial preparation material may be discoverable only upon satisfaction of the prerequisites delineated in Nev. R. Civ. P. 26(b)(3), which prerequisites have not been satisfied. Requests warranting this objection may be contrary to the explicit instructions of Nev. R. Civ. P. 26(b)(3) that Courts " ... must protect against disclosure of the mental impressions, conclusions, opinions, or legal theories of a

1 party's attorney or other representative concerning the litigation." ["Objection on the grounds of
2 privilege" and/or "privileged"]

3 E. The Answering Party objects to each interrogatory to the extent it requests that The
4 Answering Party respond on behalf of any entity or person other than The Answering Party, or any
5 entity or person over which The Answering Party has no control and to the extent that it seeks
6 information not within the possession, custody or control of The Answering Party. ["Objection on
7 the grounds of control"]

8 F. The Answering Party objects to each interrogatory to the extent it requests the
9 disclosure of information related to any time period beyond the scope of the Complaint in the instant
10 action, as information concerning any earlier or later time period would be vexatious and burdensome
11 to obtain, irrelevant to the subject matter of this action, and not reasonably calculated to lead to the
12 discovery of admissible evidence. ["Objection on the grounds of time period"]

13 G. The Answering Party objects to each interrogatory to the extent that such request is
14 vague, ambiguous, overbroad or otherwise lacks sufficient precision or particularity to permit
15 formulation of a proper response. ["Objection on the grounds of vagueness" and/or "vague"]

16 H. The Answering Party objects to each interrogatory to the extent that such request seeks
17 the disclosure of information containing 1) confidential, private or personal information relating to
18 The Answering Party, The Answering Party's employees, or other confidential information that is
19 protected under contractual, constitutional, statutory and/or common law rights of confidentiality or
20 privacy; or 2) identifying or other protected information that may not be disclosed under the
21 provisions of 21 C.F.R. § 20.63. ["Objection on the grounds of confidential information" and/or
22 "confidential"]

23 I. The Answering Party objects to each interrogatory to the extent such request seeks the
24 disclosure of information communicated or transmitted orally, to the extent that such information is
25 not reflected in documents, upon the grounds that such information is unduly vexatious and
26 burdensome to obtain, unreliable and not reasonably calculated to lead to the discovery of admissible
27 evidence. ["Objection on the grounds of oral inquiries"]
28

1 J. The Answering Party objects to each interrogatory to the extent that such request seeks
2 the disclosure at the present time of the identity of experts or other persons whom The Answering
3 Party has retained as consultants in connection with this litigation, whether for testimonial or advisory
4 purposes, or of the substance of such persons' opinions and/or work product or work-in-progress
5 including ongoing research, including but not limited to draft protocols, lab notes, preliminary
6 analyses and preliminary drafts of reports, as such disclosure at this time is premature and/or outside
7 of the scope of information which is discoverable under Nev. R. Civ. P. 26, is not mandated by
8 applicable law, and further is unduly burdensome to The Answering Party and his or her expert
9 witnesses, and is neither relevant nor calculated to lead to the discovery of admissible evidence.
10 ["Objection on the grounds of expert disclosure"]

11 K. The Answering Party objects to each interrogatory to the extent that it otherwise seeks
12 information embodying or reflecting The Answering Party's factual or legal contentions or otherwise
13 seeks the disclosure of documents or information beyond the permissible scope of discovery pursuant
14 to the Nevada Rules of Civil Procedure, the Local Rules of the District Court of Clark County,
15 Nevada, or the Orders issued in this litigation. The Answering Party also objects to each interrogatory
16 to the extent it attempts to impose requirements other than or in addition to those set forth by the
17 Nevada Rules of Civil Procedure, the Local Rules of the District Court of Clark County, Nevada, or
18 the directives of the Court. Requests warranting this objection may be contrary to the explicit
19 instructions of Nev. R. Civ. P. 26(b)(3) that Courts " ... must protect against disclosure of the mental
20 impressions, conclusions, opinions, or legal theories of a party's attorney or other representative
21 concerning the litigation." ["Objection on the grounds of impermissible discovery"].

22 L. The Answering Party objects to each interrogatory to the extent it seeks information
23 prematurely, before The Answering Party has had the opportunity to investigate his or her claims
24 fully. Such information or documents may be provided only at an appropriate time. ["Objection on
25 the grounds of timing" and/or "timing"].

26 M. The Answering Party objects to each interrogatory to the extent it contains discrete
27 subparts that cause the propounded discovery to exceed the numerical limitation of forty (40)
28 interrogatories under NRCP 33(a) and/or any other limitation imposed by the Court, Special Master,

1 Arbitrator, or other presiding judicial officer. A subpart is discrete if it is not logically or factually
2 subsumed within and necessarily related to the primary question, introduces a line of inquiry that is
3 separate and distinct from the inquiry made by the portion of the interrogatory that precedes it, both
4 asks for information and the identification of documents relating to that information, contains two
5 interrogatories, and/or if the question in the subpart can be answered independently of the primary
6 question. See, e.g., *Phillips v. Clark County Sch. Dist.*, 2012 U.S. Dist. LEXIS 5309 (D. Nev. Jan.
7 18, 2012); *see also Switch Communs. Group v. Ballard*, 2011 U.S. Dist. LEXIS 101526 (D. Nev.
8 Sept. 7, 2011).

9 N. The Answering Party objects to each Request to the extent it seeks expert disclosures
10 prior to the time periods set forth for such disclosures in the Nev. R. Civ P. or any relevant
11 scheduling/discovery order. [“Objection on the grounds of premature” and/or “premature”].

12 **INTERROGATORY NO. 1:**

13 Identify each person you consulted or otherwise relied upon to assist you with purchasing or
14 planning the development of the Badlands Property, including but not limited to land use consultants,
15 engineers, architects, attorneys, analysts, accountants, contractors, environmental experts, and any
16 other experts or professionals who assisted you with planning the development of the Badlands
17 Property.

18 **ANSWER TO INTERROGATORY NO. 1:**

19 Objection, overly burdensome and improper as this question seeks answers outside the scope
20 of this litigation. Discovery inquiries regarding other properties should be asked in those cases
21 relating thereto. And, it is improper to use this case as a vehicle for discovery in other pending
22 litigation. Further objection, to the extent this interrogatory seeks answers equally available or more
23 available to the City. Objection, seeks material protected by the attorney/client privilege. Without
24 waving said objections, in relation to planning development of the 35-Acre Property,

25 GCW Engineering Inc., Mark Falker, James Duddleston, Cynthia Gee, Gia Nguyen, Paul
26 Burn, Russ Wonders, John Tobin, Ryan Belsick, Steve Jones;

27 MVE + Partners, Inc., Chris Williams;

28 Kaempfer Crowell, Chris Kaempfer, Esq., Stephanie Allen, Esq.;

1 Sklar Williams, PLLC, Alan Sklar, Esq., Henry Lichtenberger, Esq., Mark McIntire, Esq.
2 Lionel Sawyer, Greg Borgel
3 Ultryx Design Group;
4 EHB Companies, LLC;
5 City of Las Vegas, Planning Department, Tom Perrigo, Peter Lowenstein, Steve Swanton,
6 Robert Summerfield, Lucien Paet, Bart Anderson, Victor Bolanas, Tim Parks;
7 City of Las Vegas, Planning Commissioners;
8 City of Las Vegas, Mayor and Councilpersons;
9 City of Las Vegas attorney, Jim Lewis and Brad Jerbic.

10 This response will be supplemented as discovery continues.

11 **INTERROGATORY NO. 2:**

12 State the date on which the alleged taking of the 35-Acre Property occurred.

13 **ANSWER TO INTERROGATORY NO. 2:**

14 Objection, premature as the City just produced over 174,000 pages of documents and the
15 Landowners have not completed the review of the same. Without waiving said objection, and
16 understanding that this answer may need to be supplemented after the over 174,000 pages are
17 reviewed, the taking is a result of the aggregate of the City's actions that culminated on August 2,
18 2017 (the date the City denied the Master Development Agreement ("MDA"), after stating that it
19 would only allow development of the 35 Acre Property as part of the MDA) and was further solidified
20 by additional City action set forth in the pleadings before the Court, including the Landowners
21 Motions for Judicial Determinations of Liability, such as, without limitation: the passage of Bill 2018-
22 24 on November 7, 2018 and Bill 2018-5 on May 16, 2018; and, striking and/or further denial of other
23 land use requests for various parcels within the Badlands Property. See Answer to Interrogatory No.
24 14, which is included herein.

25 **INTERROGATORY NO. 3:**

26 If you contend that any other part of the Badlands Property besides the 35-Acre Property has
27 been taken, state:

28 (a) The Assessor's Parcel Number assigned to such part(s); and

1 (b) The date on which the alleged taking of such part(s) occurred.

2 **ANSWER TO INTERROGATORY NO. 3:**

3 Objection, overly burdensome and improper as those properties are currently in litigation.
4 Discovery inquiries regarding those properties should be asked in those cases. And, it is improper to
5 use this case as a vehicle for discovery in other pending litigation. Without waiving the stated
6 objections, please see the operative complaints in pending cases: Case No.: A-18-775804-J (133 Acre
7 case); A-18-780184-C (65 Acre case); A-18-773268-C (17 Acre case).

8 **1st Supplement to ANSWER TO INTERROGATORY NO. 3:**

9 Objection, overly burdensome and improper as those properties are currently in litigation.
10 Discovery inquiries regarding those properties should be asked in those cases. And, it is improper to
11 use this case as a vehicle for discovery in other pending litigation. Without waiving the stated
12 objections, please see the operative complaints in pending cases: Case No.: A-18-775804-J (133 Acre
13 case); A-18-780184-C (65 Acre case); A-18-773268-C (17 Acre case). Discovery has not begun in
14 the 133 Acre case, nor in the 65 Acre case, nor in the 17 Acre case. Ultimately it will be the Courts
15 who determine when the taking occurred (if the Court selects a specific date, which it is not required
16 to do, as the taking is the accumulation of numerous City actions). It is the Landowner's current
17 understanding that the taking occurred by August 2, 2017, as that is the date the City's actions
18 culminated thereby rendering the property unuseable and valueless and made it clear that no
19 development, would be permitted on the property. This was further solidified by additional City
20 action set forth in the pleadings before each Court, such as, without limitation: the passage of Bill
21 2018-24 on November 7, 2018 and Bill 2018-5 on May 16, 2018; and, striking and/or further denial
22 of other land use requests for various parcels within the Badlands Property. See also Answer to
23 Interrogatory No. 14, which is included herein.

24 **2nd Supplement to ANSWER TO INTERROGATORY NO. 3:**

25 In addition to the above response, it is the Landowner's current understanding that the taking
26 of APN 138-31-702-003, 138-31-601-008, 138-31-702-004; 138-31-201-005; 138-31-801-002; 138-
27 31-801-003; 138-32-301-007; 138-32-301-005; 138-32-210-008; and 138-32-202-001 occurred by
28 August 2, 2017, as that is the date the City's actions culminated thereby rendering the property

1 unuseable and valueless and made it clear that no development would be permitted on the property.
2 This was further solidified by additional City action set forth in the pleadings before each Court, such
3 as, without limitation: the passage of Bill 2018-24 on November 7, 2018 and Bill 2018-5 on May 16,
4 2018; and, striking and/or further denial of other land use requests for various parcels within the
5 Badlands Property.

6 **INTERROGATORY NO. 4**

7 For each residence that you allege was constructed on land designated for parks, recreation
8 or open space in the City's General Plan, state:

- 9 (a) The Assessor's Parcel Number assigned to the lot for the residence;
10 (b) The name of the builder who constructed the residence; and
11 (c) The date construction of the residence commenced.

12 **ANSWER TO INTERROGATORY NO. 4:**

13 Objection, overly burdensome as the information sought is public information equally and
14 more available to the City. As stated by the City in the City of Las Vegas Response to Request For
15 Production of Documents, Set one, such records are available to the public, free of cost, through the
16 City's electronic archives at the following URL: <http://ww5.lasvegasnevada.gov/sirepub/home.aspx>.
17 Without waiving this objection, see Exhibits 62, 63, and 105 to the Motion for Judicial Determination
18 of Liability on Landowners' Inverse Condemnation Claims, filed in this matter, which will be
19 updated/supplemented.

20 **1st Supplement to ANSWER TO INTERROGATORY NO. 4:**

21 In addition to the above response, the City asserts that this response is insufficient, because
22 "[t]his interrogatory merely asks the Developer to identify the projects and parcels referenced in
23 paragraph 24 of the Complaint." However, Paragraph 24 of the Landowners' Complaint states as
24 follows:

25 24. Based upon information and belief, the City has approved development on
26 approximately 26 projects and over 1,000 units in the area of the 250 Acre Residential
27 Zoned Land (which includes the 35 Acre Property) on properties that are similarly
28

1 situated to the 35 Acre Property further establishing the Landowner's property interest
2 and vested right to use and develop the 35 Acre Property.
3 This City Interrogatory Number 4 asks a question different and distinct from what is referenced in
4 paragraph 24 of the Landowners' complaint as the interrogatory asks "[f]or each residence that you
5 allege was constructed *on land designated for parks, recreation or open space in the City's General*
6 *Plan.*" (emphasis supplied). As repeatedly stated in pleadings to the Court and in the responses to
7 the City's discovery, the City's own documents clearly show that a parks, recreation or open space
8 designation has NEVER been properly adopted the 35 Acre Subject Property or any part of the
9 Badlands Property. The City's own party representative correctly confirmed the City has not properly
10 "adopted" a General Plan to identify or designate any parks, recreation, or open space on any part of
11 the Badlands Property. As stated by the City's own party representative: "The R-PD7 preceded the
12 change in the General Plan to PR-OS. There is absolutely no document that we could find that really
13 explains why anybody thought it should be changed to PR-OS, except maybe somebody looked at a
14 map one day and said, hey look, it's all golf course. It should be PR-OS. I don't know." LO
15 00002924.

16 **2nd Supplement to ANSWER TO INTERROGATORY NO. 4:**

17 In addition to the above response, Landowners counsel has asked the City of Las Vegas to
18 identify by date number the "City General Plan" it is referring to in Interrogatory Number 4, but was
19 informed that Interrogatory Number 4 does not refer to any particular documents as the City's general
20 plan. Therefore, Landowners' counsel will assume that the City is referring to the Las Vegas General
21 Plan Land Use Element, Map 6, Southwest Sector, Proposed Future Land Use, with a 1992 date and
22 with accompanying Ordinance Number 3636, which states "The adoption of the General Plan referred
23 to in this Ordinance shall not be deemed to modify or invalidate any proceeding, zoning designation,
24 or development approval that occurred before the adoption of the Plan nor shall it be deemed to affect
25 the Zoning Map adopted by and referred to in LVMC 19.02.04" - hereinafter "1992 Map." This 1992
26 Map has a green color over a generally identified area where part of the Badlands Property is located
27 and on the legend on the map the color green is identified as "Parks/School/Recreation/Open Space."
28 Exhibits 62 and 105 to the Motion for Judicial Determination of Liability on Landowners' Inverse

1 Condemnation Claims, filed in this matter, show the properties that were developed contrary to the
2 legend on the 1992 Map where the color green is identified as “Parks/Schoold/Recreation/Open
3 Space.” Exhibit 63 to the Motion for Judicial Determination of Liability on Landowners’ Inverse
4 Condemnation Claims, filed in this matter, provides the City with the Southern Nevada GIS -
5 OpenWeb Info Mapper printout with the information requested for each of these parcels. Any
6 additional information that the City may request for each of these parcels is available to the public,
7 free of cost, through the City’s electronic archives at the following URL:
8 <http://ww5.lasvegasnevada.gov/sirepub/home.aspx>.

9 The City’s Interrogatory Number 4 refers to “residence(s) [that the Landowners allege were]
10 constructed on land designated for parks, recreation or open space in the City’s General Plan.” Please
11 see the Landowners’ response to the City’s requests for admissions 8 and 9 in PLAINTIFF 180 LAND
12 COMPANY, LLC’S RESPONSE TO DEFENDANT CITY OF LAS VEGAS’ FIRST SET OF
13 REQUESTS FOR ADMISSION TO PLAINTIFF - 1st Supplement, which further explains why it is
14 improper to merely refer to “land designated for parks, recreation or open space in the City’s General
15 Plan.”

16 Exhibits 62 and 105 show those properties that were approved and constructed contrary to any
17 alleged land uses that appeared on the Peccole Concept Plan, which conceptual plan had no binding
18 effect on any land.

19 **INTERROGATORY NO. 5:**

20 During the past six years, has the Property been appraised? If so, for each appraisal state:

- 21 (a) The date of the appraisal;
22 (b) The name, address, and telephone number of the person who performed the appraisal; and
23 (c) The appraised value given for the Property.

24 **ANSWER TO INTERROGATORY NO. 5:**

25 Objection overly broad. Further objection on grounds of vagueness as “Property” is not a
26 defined term, accordingly, the Landowner is not able to provide a response to this interrogatory.
27
28

1 **1st Supplement to ANSWER TO INTERROGATORY NO. 5:**

2 In addition to the above response, an appraisal was preformed by Valbridge Property (3034
3 S. Durango Drive Suite 100, 702-242-9369) for Bank of Nevada on August 26, 2015. The appraisal
4 is for APN 138-32-301-005 and has a value conclusion of \$49,400,000. The Landowner reserves the
5 right to object to any appraisals done for loan or other purposes to the extent the same are not
6 indicative of market value.

7 **INTERROGATORY NO. 6:**

8 For each statement alleged in the Complaint to have been made by the City:

9 (a) Identify the person who is alleged to have made the statement;

10 (b) State the date the statement was made;

11 (c) Identify each document that demonstrates the statement was made and for any transcript
12 state the page number and line number demonstrating the statement was made.

13 **ANSWER TO INTERROGATORY NO. 6:**

14 Objection, overly burdensome and broad as the City must provide the specific statement(s)
15 for which it seeks discovery. Objection, overly burdensome as the information sought is public
16 information equally and more available to the City. As stated by the City in the City of Las Vegas
17 Response to Request For Production of Documents, Set one, such records are available to the public,
18 free of cost, through the City's electronic archives at the following URL:
19 <http://ww5.lasvegasnevada.gov/sirepub/home.aspx>. Without waiving this objection, see Landowners
20 motion for judicial determination of liability on landowners' inverse condemnation claims, filed in
21 this matter and the exhibits attached thereto, which will be updated/supplemented.

22 **1st Supplement to ANSWER TO INTERROGATORY NO. 6:**

23 In addition to the above response, the City asserts that this response is insufficient, because
24 "[t]his interrogatory relates specifically to statements alleged to have been made in paragraphs 56, 64,
25 66, 68, 69, 70, 71, 128, 129, 130, 157, and 180 of the Complaint." This means that the City has
26 included 12 different interrogatories into this one Interrogatory Number 6, which would cause the
27 City's propounded interrogatories to even further exceed what the Landowners have identified in this
28 document.

1 Additionally, Plaintiff Landowners' Opposition to City of Las Vegas' Motion For Judgment
2 on the Pleadings On Developer's Inverse Condemnation Claims and Counter-Motion for Judicial
3 Determination of Liability on the Landowners' Inverse Condemnation Claims and To
4 Supplement/Amend the Pleadings, If Required, filed in this matter and the exhibits attached thereto,
5 (which will be updated/supplemented) includes the information requested. If any one of the
6 paragraphs above is not included in that pleading, then the City may make a request for information
7 specific to said paragraph.

8 **INTERROGATORY NO. 7:**

9 State all facts that support your contention that you had specific and distinct investment
10 backed expectations to develop the Badlands Property.

11 **ANSWER TO INTERROGATORY NO. 7:**

12 Objection, premature as the City just produced over 174,000 pages of documents and the
13 Landowners have not completed the review of the same. Without waiving said objection, and
14 understanding that this answer may need to be supplemented after the over 174,000 pages are
15 reviewed, the following facts support the Landowners' contention that they had specific and distinct
16 investment backed expectations to develop the Badlands Property:

17 1) The Badlands Property has been hard zoned residential since at least 1981 and reaffirmed by the
18 City of Las Vegas on 1986, 1990, 1996, 2001, 2014, 2016, 2018, and in the 2020 City Master Plan.
19 *See* Motion for Judicial Determination of Liability on the Landowners' Inverse Condemnation Claims
20 which more fully sets forth the basis for each of these dates.

21 2) The City does not dispute that the Badlands Property is zoned R-PD7.

22 3) The City specifically provided a Zoning Verification Letter in 2014.

23 4) Those facts which provide the hard zoning preceded and trumps any alleged contrary land use
24 plans. See e.g., without limitation, Ordinance No. 3636, Attorney General Opinion number 84-6,
25 NRS 278.349(3)(e), and the City statements on this issue: The City filed a pleading in the petition for
26 judicial review related to the 17 Acre Property arguing: "[i]n the hierarchy, the land use designation
27 is subordinate to the zoning designation, for example, because land use designations indicate the
28 intended use and development density for a particular area, while zoning designations specifically

1 define allowable uses and contain the design and development guidelines for those intended uses.”
2 *LO 00000632:8-12*. The City’s own attorney, Brad Jerbic, represented in a public hearing that “[i]f
3 you do not grant the general plan amend[ment] tonight, you will leave in place a general plan that’s
4 inconsistent with the zoning, and the zoning trumps it, in my opinion.” *LO 00002804: 1795*. Mr.
5 Jerbic further stated, [b]ut the fact is, if you didn’t even have a general plan amendment that
6 synchronized the General Plan with the zoning, the zoning is still in place, and it doesn’t change a
7 thing.” *LO 00001071: 2652-2654*. Tom Perrigo, Planning Director for the City of Las Vegas, agreed
8 with Mr. Jerbic and opined that zoning trumps the master plan. *Id.*, pp. *LO 00001070-71*.

9 5) The Clark County Tax Assessor is tax assessing the entire Badlands Property on a residential basis.

10 6) The Landowner purchased property and paid consideration for the Badlands Property with intent
11 and knowledge to put the property to an economic use.

12 7) The Landowner invested significant time and resources in the development of the Badlands
13 Property.

14 8) The Landowner has paid and utilized many land use attorneys, engineers, architects, drainage
15 experts, and contractors to develop the Badlands Property.

16 8) The Landowner submitted the necessary applications to develop the Badlands Property, which
17 required significant time, resources, and expenses to submit. Those applications included, without
18 limitation, singular applications to develop certain individual parcels in the Badlands Property and
19 a Master Development Agreement to develop the Badlands Property under one agreement.

20 9) The City representatives repeatedly confirmed in City Staff Meetings, City Staff Reports, and in
21 Planning Commission and City Council hearings that the Badlands Property is hard zoned residential
22 and recommended that development of the property be approved.

23 10) The Landowners are accomplished and professional developers.¹ Over the past 20 years, they
24 have assembled properties for, designed, and constructed over 3 million square feet of retail and
25 residential development in the immediate vicinity of the 35 Acre Property, consisting of: 1) 40% of
26 the custom homes within the Queensridge Community; 2) One Queensridge Place, which includes

27 ¹ Yohan Lowie, one of the Landowners’ principles, has been described as the best
28 architect in the Las Vegas valley, even having designed and constructed the Nevada Supreme
Court building in downtown Las Vegas. *LO00000418-419*.

1 two world-renowned 20-floor luxury residential high rises; 3) Tivoli Village, which includes 18
2 unique, old world designed buildings used for retail, restaurant, and office space; and, 4) Fort Apache
3 Commons, which includes 65,000 square feet of development.

4 11) See Interrogatory No. 1.

5 12) *See also* Motion for Judicial Determination of Liability on the Landowners' Inverse
6 Condemnation Claims which more fully addresses this issue.

7 13) See also the United States and Nevada Constitutions, the Nevada Revised Statutes, and Nevada
8 eminent domain, inverse condemnation, and property law.

9 **1st Supplement to ANSWER TO INTERROGATORY NO. 7:**

10 In addition to the above,

11 14) The 35 Acre Property has always been designated for a residential use on all properly adopted
12 City of Las Vegas General Plan land use maps. See PLAINTIFF 180 LAND COMPANY, LLC'S
13 RESPONSE TO DEFENDANT CITY OF LAS VEGAS' FIRST SET OF REQUESTS FOR
14 ADMISSION TO PLAINTIFF, Landowners' response to request numbers 8 and 9.

15 **INTERROGATORY NO. 8:**

16 Do you contend that Plaintiff had distinct investment-backed expectations to develop the
17 entire Badlands Property? If so, state whether, to what extent, and in what ways such investment
18 backed expectations are different from your alleged investment backed expectations to develop the
19 35-Acre Property.

20 **ANSWER TO INTERROGATORY NO. 8:**

21 Objection, overly burdensome and improper as other parcels within the Badlands Property are
22 the subject of and in separate litigation. Discovery inquiries regarding those properties should be
23 asked in those cases. And, it is improper to use this case as a vehicle for discovery in other pending
24 litigation. Without waiving the stated objections, please see the operative complaints in pending
25 cases: Case No.: A-18-775804-J (133 Acre case); A-18-780184-C (65 Acre case); A-18-773268-C
26 (17 Acre case). See also answer to Interrogatory No. 7, incorporated herein.

1 **INTERROGATORY NO. 9:**

2 State all facts that support your contention that the designation of PR-OS was placed on the
3 Badlands Property by the City without the City having followed its own proper notice requirements
4 and procedures.

5 **ANSWER TO INTERROGATORY NO. 9:**

6 Objection, overbroad and cumulative as you have grouped 250 acres of property into one
7 defined term "Badlands Property." Further, objection, the definition of "Badlands Property" is vague,
8 ambiguous, overbroad and mis-states the evidence. Further objection, discovery is ongoing and you
9 just produced over 174,000 pages that must be reviewed. Further objection, vague as to time. Further
10 objection vague and ambiguous as to the term "placed on the Badlands Property" as there is no
11 document that has been produced by the City showing when or how the City allegedly "placed" a
12 designation of PR-OS on the Badlands Property. Further, objection, to the extent this interrogatory
13 asks the Landowner to prove a negative. Without waiving said objections, the City has not produced
14 any documentation showing that it followed the required procedures (City Code and NRS Chapter
15 278) to amend its general / master plan to designate the Badlands Property PR-OS. City's
16 representative, Brad Jerbic, the City Attorney, stated on the record that the City had done an
17 exhaustive search and "The R-PD7 [zoning] preceded the change in the General Plan to PR-OS.
18 There is absolutely no document that we could find that really explains why anybody thought it
19 should be changed to PR-OS, except maybe somebody looked at a map one day and said, hey look,
20 it's all golf course. It should be PR-OS. I don't know." LO 00002924.

21 **1st Supplement to ANSWER TO INTERROGATORY NO. 9:**

22 In addition to the above, the 35 Acre Property has always been designated for a residential use
23 on all properly adopted City of Las Vegas General Plan land use maps. See **PLAINTIFF 180 LAND**
24 **COMPANY, LLC'S RESPONSE TO DEFENDANT CITY OF LAS VEGAS' FIRST SET OF**
25 **REQUESTS FOR ADMISSION TO PLAINTIFF, Landowners' response to request numbers**
26 **8 and 9.**

27 **INTERROGATORY NO. 10:**

28 If there have been any offers to lease, purchase, or sell the Badlands Property or any part
thereof since June 1, 2015 through the present:

- (a) Identify each potential lessee and buyer and their agents and brokers;
- (b) Identify the date of each offer;
- (c) State whether the offer was written or verbal;
- (d) State whether the offer was rejected or accepted;
- (e) State if a counteroffer was made; and
- (f) State the terms of each offer and counteroffer.

ANSWER TO INTERROGATORY NO. 10:

Objection, overly burdensome and improper as other parcels within the Badlands Property are the subject of and in separate litigation. Discovery inquiries regarding those properties should be asked in those cases. And, it is improper to use this case as a vehicle for discovery in other pending litigation. Without waiving the stated objections, all discussions regarding lot purchases were strictly verbal. There were no written agreements, no counteroffers in writing and no specific terms, due to the ongoing litigation the Landowners were unable to come to specific terms other than an agreed purchase price as they were unable to determine when they could deliver the lots. The prospective purchasers of lots were several, including, but not limited to, Dr. Arnold, Will Kemp, Noel Gage, John Staluppi, Scott Monroe, Ben Girardin, Robert Eglet and others. The anticipated lot sizes varied from 2-5 acres. Purchase prices approximated \$ 1 Million dollars per acre, on average.

1st Supplement to ANSWER TO INTERROGATORY NO. 10:

In addition to the above, Rick Hildreth and Dr. Jaswinder Grover. See also the declaration of Dr. Arnold (LO 00009860-9861).

INTERROGATORY NO. 11:

For each communication you (and/or your counsel) had with the City related to the Badlands Property, state:

- (a) The date and place of each communication;
- (b) Identify each person who was present at, participated in, or has knowledge of the communication;
- (c) State the type of communication (e.g., written or oral);
- (d) Summarize the matters discussed or addressed in the communication; and
- (e) Identify each document reflecting or comprising the communication.

1 **ANSWER TO INTERROGATORY NO. 11:**

2 Objection on the grounds of oral inquiries as this request seeks the disclosure of information
3 communicated or transmitted orally and is therefore unduly vexatious and burdensome. Further
4 objection, overly burdensome and improper as other parcels within the Badlands Property are the
5 subject of and in separate litigation. Discovery inquiries regarding those properties should be asked
6 in those cases. And, it is improper to use this case as a vehicle for discovery in other pending
7 litigation. Further objection, overbroad and burdensome, this information is equally available or more
8 available to the City and the communication was “with the City.” Without waiving said objections,
9 the Landowners (and/or representatives) met with City officials prior to their purchase of Fore Stars
10 and thereafter. Additionally, weekly meetings were held every Thursday with the City at the
11 Development Services Building, Planning Department conference room beginning in or around
12 summer of 2015 through at least the summer of 2016. Upon information and belief, sign-in sheets
13 were kept by the City. Additional meetings were also held at EHB’s offices, such as the meeting with
14 Councilman Coffin.

15 **INTERROGATORY NO. 12:**

16 For each person you will attempt to elicit expert testimony, whether specifically retained for
17 purposes of litigation or otherwise:

- 18 (a) State the expert’s name, address, telephone number, and area of expertise;
19 (b) Describe the subject matter upon which such expert is expected to testify;
20 (c) State the substance of the facts, opinions and conclusions to which he or she will testify;
21 (d) State the grounds of each opinion; and
22 (e) State whether a written report has been prepared by such expert or any person acting on
23 his or her behalf.

24 **ANSWER TO INTERROGATORY NO. 12:**

25 Objection overly burdensome and premature as the date for expert disclosures (Phase I -
26 liability) is October 16, 2019 and information responsive to this Interrogatory will be produced at that
27 time. Further objection, this request requires disclosure of expert consultants or experts that may have
28 been retained in anticipation of litigation, but will not be used during litigation and the City is not

1 entitled to discovery on those matters. Without waiving said objections, see all 16.1 expert
2 disclosures, any supplement thereto and any reports produced therewith.

3 **INTERROGATORY NO. 13:**

4 Do you contend that the City is required to allow development of land burdened by public
5 drainage easements? If so, state:

6 (a) All facts that support this contention; and

7 (b) All applicable legal authorities that support this contention.

8 **ANSWER TO INTERROGATORY NO. 13**

9 Objection, relevance, as this Interrogatory does not seek information relevant to liability in
10 this case. Objection, overly burdensome and premature as the date for expert disclosures (Phase I -
11 liability) is October 16, 2019, and information responsive to this Interrogatory may be produced at
12 that time. Objection, vague and ambiguous as to the term “public drainage easement.” Easements
13 have specific and unique provisions and cannot be generalized in the manner you have presented in
14 Interrogatory No. 13. Accordingly, the same cannot be answered in such grossly general terms.
15 Without waiving said objections, there are many different developments in the Las Vegas Valley with
16 “land burdened by public drainage easements.” Additionally, as long as proposed development meets
17 relevant drainage standards and appropriately conveys flows in accordance with those standards then
18 development is not restrained. Moreover, “public drainage easements” was not a reason provided by
19 the City or any of its departments as a reason for denying applications to develop the 35 acre property.

20 **INTERROGATORY NO. 14:**

21 State all facts that support the allegations in the Complaint that the City has intentionally
22 delayed approval of development of the 35-Acre Property.

23 **ANSWER TO INTERROGATORY NO. 14:**

24 Objection, premature as the City just produced over 174,000 pages of documents and the
25 Landowners have not completed the review of the same. Without waiving said objection, and
26 understanding that this Answer may be supplemented after the over 174,000 pages are reviewed, see
27 the Landowners’ Motion for Summary Judgment filed on 12/11/18 pages 14-27; *see also* the
28 Landowners’ Countermotion for Judicial Determination of Liability on the Landowners’ Inverse

1 Condemnation Claims filed on 3/4/19 pages 32-45 detailing (with citations to the record) the
2 following 11 City Actions:

- 3 • City Action #1: City Denial of the 35 Acre Property Applications
- 4 • City Action #2: Denial of the Master Development Agreement (MDA)
- 5 • City Action #3: Adoption of the Yohan Lowie Bills
- 6 • City Action #4: Denial of an Over the Counter, Routine Access Request
- 7 • City Action #5: Denial of an Over the Counter, Routine Fence Request
- 8 • City Action #6: Denial of a Drainage Study
- 9 • City Action #7: The City's Refusal to Even Consider the 133 Acre Property Applications.
- 10 • City Action #8: The City Announces It Will Never Allow Development on the 35 Acre
- 11 Property, Because the City Wants the Property for a City Park and Wants to Pay Pennies
- 12 on the Dollar.
- 13 • City Action #9: The City Shows an Unprecedented Level of Aggression To Deny All Use
- 14 of the 250 Acre Residential Zoned Land.
- 15 • City Action #10: the City Reverses the Past Approval on the 17 Acre Property
- 16 • City Action #11: The City Retains Private Counsel to Confirm that It Will Push an Invalid
- 17 Open Space Designation on the 35 Acre Property

18 Finally, the Landowner has submitted multiple applications to develop the 35 Acre Property and
19 other surrounding properties and to date the land remains vacant and undeveloped.

20 **INTERROGATORY NO. 15:**

21 Identify all lenders, including financial institutions and private lenders, from whom you
22 sought a loan to purchase your interest in the Badlands Property or for which you have used the
23 Badlands Property as collateral.

24 **ANSWER TO INTERROGATORY NO. 15:**

25 Objection, overly burdensome and improper as other parcels within the Badlands Property
26 are the subject of and in separate litigation. Discovery inquiries regarding those properties should
27 be asked in those cases. And, it is improper to use this case as a vehicle for discovery in other
28 pending litigation. Further objection, overbroad and cumulative as you have grouped 250 acres of
property into one defined term "Badlands Property." Further objection, relevance and sought only

1 to annoy or harass the Landowners, any lender or financial institution to whom the Landowners
2 may have sought funds from has no relevance to the issue involved in this litigation. Further
3 objection, mis-states the evidence, the Landowners purchased Fore Stars which held amongst its
4 assets, the Subject Property. Without waiving said objection, Bank of Nevada and Vegas
5 Ventures, LLC.

6 **INTERROGATORY NO. 16:**

7 Identify all documents and state all facts that support your allegation that any further
8 requests or applications to the City to develop the Badlands Property would be futile.

9 **ANSWER TO INTERROGATORY NO. 16:**

10 Objection, overly burdensome and improper as other parcels within the Badlands Property
11 are the subject of and in separate litigation. Discovery inquiries regarding those properties should
12 be asked in those cases. And, it is improper to use this case as a vehicle for discovery in other
13 pending litigation. Objection, premature as the City just produced over 174,000 pages of
14 documents and the Landowners have not completed the review of the same. Without waiving said
15 objection, and understanding that this answer may need to be supplemented after the over 174,000
16 pages are reviewed, please see the operative complaints in pending cases: Case No.: A-18-
17 775804-J (133 Acre case); A-18-780184-C (65 Acre case); A-18-773268-C (17 Acre case);
18 Answer to Interrogatory No. 14 which is incorporated herein; Landowners' Motion for Summary
19 Judgment filed on 12/11/18 pages 14-27, 39, 47-52; and the Landowners' Countermotion for
20 Judicial Determination of Liability on the Landowners' Inverse Condemnation Claims filed on
21 3/4/19 pages 32-45, 57-58, 66-73.

22 **INTERROGATORY NO. 17:**

23 For each application related to the Badlands Property that you contend was "meaningful"
24 as alleged in paragraph 150 of the Complaint, state all facts and identify all documents that
25 support such contention.

26 **ANSWER TO INTERROGATORY NO. 17:**

27 Objection, overly burdensome and improper as other parcels within the Badlands Property
28 are the subject of and in separate litigation. Discovery inquiries regarding those properties should
be asked in those cases. And, it is improper to use this case as a vehicle for discovery in other

1 pending litigation. Further objection, the information sought in this request is equally available to
2 the City, as the applications were filed *with the City*. Without waiving said objection, and
3 including but not limited to, applications filed on the following dates: August 27, 2015;
4 November 25, 2015; February 25, 2016; June 28, 2016; December 21, 2016; January 24, 2017;
5 August 10, 2017; October 31, 2017 and November 30, 2017.

6 **INTERROGATORY NO. 18:**

7 Is your response to each request for admission served with these interrogatories an
8 unqualified admission? If not, for each response that is not an unqualified admission:

9 (a) State the number of the request;

10 (b) State all facts upon which you base your response;

11 (c) State the names, addresses, and telephone numbers of all persons who have knowledge
12 of those facts; and

13 (d) Identify all documents and other tangible things that support your response and state
14 the name, address and telephone number of the person who has each document or thing.

15 **ANSWER TO INTERROGATORY NO. 18:**

16 Objection, this Interrogatory is compound and should be propounded as multiple
17 individual interrogatories pursuant to the provisions of NRCP 33. This Interrogatory turns the
18 individual requests for admission into interrogatories. Given that the City propounded 23
19 individual requests for admission which the Landowner has provided individual and detailed
20 responses to, the City has now exceeded its allowed number of interrogatories. Without waiving
21 said objections, see Plaintiff 180 Land Company, LLC's Response to Defendant City of Las
22 Vegas' First Set of Requests for Admission to Plaintiff.

23 **INTERROGATORY NO. 19:**

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

26 **ANSWER TO INTERROGATORY NO. 19:**

27 Objection, overly burdensome as the City has exceeded its allowed number of interrogatories.
28 Accordingly, the Landowner is not required to provide a response to this interrogatory.

1 **1st Supplement to Answer to Interrogatory No. 19:**

2 Pursuant to agreement by counsel to the addition of 6 interrogatories per side, the Landowner
3 hereby responds as follows: Objection, the price paid for property is inadmissible in an eminent
4 domain action, if it is not a reflection of its fair market value. Without waiving said objection, the
5 aggregate of consideration given to the Peccole family for the former Badlands golf course property
6 was approximately \$45 million, which portions of the exchange occurred more than a decade ago.
7 Landowner relied upon the existing residential zoning, as re-confirmed by the City of Las Vegas in
8 December, 2014, and Landowner's extensive knowledge of residential and commercial development
9 within the immediate vicinity of the property. See also response to interrogatory no. 22 below.

10 **INTERROGATORY NO. 20:**

11 Identify in detail all water rights that have been associated with or appurtenant to the Badlands
12 Property. If you have disposed of any such water rights, identify the date, the recorded document
13 number and the purpose of any such conveyance.

14 **ANSWER TO INTERROGATORY NO. 20:**

15 Objection, overly burdensome as the City has exceeded its allowed number of interrogatories.
16 Accordingly, the Landowner is not required to provide a response to this interrogatory.

17 **1st Supplement to Answer to Interrogatory No. 20:**

18 Pursuant to agreement by counsel to the addition of 6 interrogatories per side, the Landowner
19 hereby responds as follows:

20 There are no water rights appurtenant to the Badlands Property. Notwithstanding the
21 foregoing, third party water rights were utilized to irrigate a portion of the Property.

22 **INTERROGATORY NO. 21**

23 Describe all golf course operations that have occurred on the Badlands Property from the time
24 you purchased your interest in the Badlands Property to the present.

25 **ANSWER TO INTERROGATORY NO. 21:**

26 Objection, overly burdensome as the City has exceeded its allowed number of interrogatories.
27 Accordingly, the Landowner is not required to provide a response to this interrogatory.

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1 **1st Supplement to Answer to Interrogatory No. 21:**

2 Pursuant to agreement by counsel to the addition of 6 interrogatories per side, the Landowner
3 hereby responds as follows: **Par 4 operated the golf course until July 1, 2016 when the Par 4**
4 **Lease was assigned to Elite Golf Management LLC who operated the course until November**
5 **20, 2016.**

6 **INTERROGATORY NO. 22:**

7 Describe the due diligence you conducted prior to purchasing your interest in the Badlands
8 Property.

9 **ANSWER TO INTERROGATORY NO. 22:**

10 Objection, overly burdensome as the City has exceeded its allowed number of interrogatories.
11 Accordingly, the Landowner is not required to provide a response to this interrogatory.

12 **1st Supplement to Answer to Interrogatory No. 22:**

13 Pursuant to agreement by counsel to the addition of 6 interrogatories per side, the Landowner
14 hereby responds as follows: The principals of the Landowner have been involved in review of
15 developability of this property for over 20 years. In addition to developing over 3 million square feet
16 of residential and commercial land surrounding the Property over the past 20 + years, the Landowner
17 requested a zoning confirmation letter from the City, entered into discussions with the City Planning
18 Department and City Officials, consulted with Golf Course experts, Engineers and Architects.

19 **INTERROGATORY NO. 23:**

20 Identify all facts to support the allegations in your Complaint that the City's actions have
21 "foreclosed all development" of the Badlands Property.

22 **ANSWER TO INTERROGATORY NO. 23:**

23 Objection, overly burdensome as the City has exceeded its allowed number of interrogatories.
24 Accordingly, the Landowner is not required to provide a response to this interrogatory.

25 **1st Supplement to Answer to Interrogatory No. 23:**

26 Pursuant to agreement by counsel to the addition of 6 interrogatories per side, the Landowner
27 hereby responds as follows: Please see Plaintiff Landowners' Opposition to City of Las Vegas'
28 Motion For Judgment on the Pleadings On Developer's Inverse Condemnation Claims and Counter-
Motion for Judicial Determination of Liability on the Landowners' Inverse Condemnation Claims and

1 To Supplement/Amend the Pleadings, If Required filed on March 4, 2019 wherein the Landowner
2 has detailed how the City denied the 35 Acre Property applications, the City denied the Master
3 Development Agreement (MDA), the City adopted of the Yohan Lowie Bills, the City denied an over
4 the counter, routine access request, the City denied an over the counter, routine fence request, the City
5 denied a drainage study, the City refused to even consider the 133 Acre Property applications, the City
6 announced it will never allow development on the 35 Acre Property, because the City wants the
7 Property for a City park and wants to pay pennies on the dollar, the City showed an unprecedented
8 level of aggression to deny all use of the 250 Acre Residential Zoned Land, the City reversed the past
9 approval on the 17 Acre Property, and the City has advanced a legal argument its knows in inaccurate
10 claiming the Landowner's property is open space contrary to its own research and its own evidence.
11 See also Second Amendment and First Supplement to Complaint for Severed Alternative Verified
12 Claims in Inverse Condemnation filed on May 15, 2019. This response will be supplemented as
13 discovery continues.

14 **INTERROGATORY NO. 24:**

15 Identify all facts to support the allegations in your Complaint that the City has a "scheme to
16 specifically target the Landowner's Property to have it remain in a vacant condition to be turned over
17 to the City for a park for pennies on the dollar."

18 **ANSWER TO INTERROGATORY NO. 24:**

19 Objection, overly burdensome as the City has exceeded its allowed number of interrogatories.
20 Accordingly, the Landowner is not required to provide a response to this interrogatory.

21 **1st Supplement to Answer to Interrogatory No. 24:**

22 Pursuant to agreement by counsel to the addition of 6 interrogatories per side, the Landowner
23 hereby responds as follows: In documents obtained from the City pursuant to a Nevada Public
24 Records Request, it was discovered that the City has already allocated \$15 million to acquire the
25 Landowner's private property- "\$15 Million-Purchase Badlands and operate." The Clark County
26 Assessor has placed a residential value of approximately \$88 Million on the property. LO 00001923-
27 1938. As it is universally understood that tax assessed value is well below market value, the City's
28 scheme to "Purchase Badlands and operate" for "\$15 Million," (which equates to less than 6% of the
tax assessed value and likely less than 1% of the fair market value) is pennies on the dollar.

1 Councilman Seroka also issued a statement during his campaign entitled "The Seroka
2 Badlands Solution" which provides the intent to convert the Landowner's private property into a
3 "fitness park." In an interview with KNPR Seroka stated that he would "turn [the Landowners' private
4 property] over to the City." Councilman Coffin agreed as referenced in an email as follows: "I think
5 your third way is the only quick solution ... Sell off the balance to be a golf course with water rights
6 (key). Keep the bulk of Queensridge green." Councilman Coffin and Seroka also exchanged emails
7 wherein they state they will not compromise one inch and that they "need an approach to accomplish
8 the desired outcome," which is to prevent all development on the Landowner's Property so the City
9 can take it for the City's park. The City has announced that it will never allow any development on
10 the 35 Acre Property or any other part of the 250 Acre Residential Zoned Land. Councilman Seroka
11 testified at the Planning Commission (during his campaign) that it would be "**over his dead body**"
12 before the Landowner could use his private property. In reference to development on the Landowner's
13 Property, Councilman Coffin stated firmly "I am voting against the whole thing," calls the
14 Landowner's representative a "motherfucker," and expresses his clear resolve to continue voting
15 against any development on the Landowner's Property.

16 Councilman Seroka also publicly stated "So what do you swap it for? It was suggested that
17 we swap it with a different developer who would maybe -- their words, not mine -- be more
18 cooperative. And I said well, first of all, wait a minute. We didn't solve any of the underlying
19 development issues by doing that. Why would another developer want that? Second, what would we
20 swap it for? Because my concern would be swapping an old Volkswagen Beetle for a beautiful
21 Mercedes convertible. What do you suppose, dollar for dollar? Not acre for acre. That doesn't make
22 sense." See also Plaintiff Landowners' Opposition to City of Las Vegas' Motion For Judgment on
23 the Pleadings On Developer's Inverse Condemnation Claims and Counter-Motion for Judicial
24 Determination of Liability on the Landowners' Inverse Condemnation Claims and To
25 Supplement/Amend the Pleadings, If Required filed on March 4, 2019 and Second Amendment and
26 First Supplement to Complaint for Severed Alternative Verified Claims in Inverse Condemnation
27 filed on May 15, 2019. This Response will be supplemented as discovery continues.

28 **THE LANDOWNER RESERVES THE RIGHT TO SUPPLEMENT AND/OR
AMEND THESE RESPONSES AS DISCOVERY CONTINUES AND/OR
AS OTHERWISE DEEMED NECESSARY IN THIS MATTER**

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DATED this 7th day of February, 2020.

LAW OFFICES OF KERMIT L. WATERS

By: /s/ Autumn Waters

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Attorneys for Plaintiff Landowners

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VERIFICATION

I, Yohan Lowie, being duly sworn, hereby depose and say that the undersigned has read the foregoing **PLAINTIFF 180 LAND COMPANY LLC'S RESPONSE TO DEFENDANT CITY OF LAS VEGAS' FIRST SET OF INTERROGATORIES TO PLAINTIFF - 3rd Supplement** and knows the contents thereof; that the same are true to the best of the undersigned's own knowledge or to the best of the undersigned's information and belief.

DATED this 7th day of February, 2020.

180 LAND COMPANY, LLC

By: _____

SUBSCRIBED and SWORN to before me this 7th day of February, 2020.

Jennifer Knighton
NOTARY PUBLIC



CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Offices of Kermitt L. Waters , and that on the 7th day of February, 2020, I caused to be served the foregoing document(s): **PLAINTIFF 180 LAND COMPANY LLC'S RESPONSE TO DEFENDANT CITY OF LAS VEGAS' FIRST SET OF INTERROGATORIES TO PLAINTIFF - 3rd Supplement** addressed to the following:

[X] Email on February 7, 2020
Regular U.S. mail on February 10, 2020

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