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.	No. 84345
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. 84640 **AMENDED JOINT APPENDIX VOLUME 128, PART 13**

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Attorneys for City of Las Vegas

CITY of LAS VEGAS

January 13, 1995

Mr Larry Miller, Trustee
Peccole Ranch rust
2760 Tioga Pines Circle
Las Vegas, Nevada 89117

RE Z-146-94 - ZONE CHANGE RELATED TO GPA-54-94

Dear Mr Miller

The City Council at a regular meeting held January 4, 1995 APPROVED the request for reclassification of property located on the north side of Charleston Boulevard, between Rampart Boulevard and Hualapai Way, from N-U (Non-Urban) (under Resolution of Intent to C-1), R-3 (Limited Multiple Residence) and R-PD7 (Residential Planned Development) R-PD9 (Residential Planned Development), to R-PD7 (Residential Planned Development), R-3 (Limited Multiple Residence) and C-1 (Limited Commercial), proposed use Single Family Dwellings, Apartments and Commercial, subject to

1. Approval of a General Plan Amendment to make the proposed zoning consistent with the Plan
2. The zone change will lapse if the Traffic Study is not submitted to the Traffic Division within two weeks
3. Approval of a plot plan and building elevations for each parcel by the Planning Commission prior to development
4. Dedicate 80 feet of right-of-way through this site for Alta Drive along with 54 foot corner radii at its intersection with Hualapai Way and Rampart Boulevard as required by the Department of Public Works All required Alta Drive right-of-way shall be dedicated prior to or concurrent with the recordation of the first map dividing this rezoning site
5. Construct half-street improvements on Hualapai Way adjacent to this site, full-width improvements on Alta Drive internal to this site and construct all incomplete (if any) half-street or full-width improvements, as appropriate, on Charleston Boulevard and Rampart Boulevard adjacent to or internal to this site as required by the Department of Public Works

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

6 Submit a Master Plan amendment to establish the Alta Drive alignment through this site prior to or concurrent with the submittal of any map further dividing this site as required by the Department of Public Works The location of the Alta Drive/Hualapai Way intersection shall comply with the conditions of approval for MSH-6-94 as required by the Department of Public Works

7 An updated Master Traffic Impact Analysis must be approved by the Department of Public Works prior to any additional development review actions or the issuance of grading, building or off-site permits or the recordation of any map further dividing this property, whichever may occur first Comply with the recommendations of the approved Master Traffic Impact Analysis prior to occupancy of the site Phased compliance will be allowed if recommended by the approved Master Traffic Impact Analysis No recommendation of the approved Master Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site

8 A Master Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to issuance of a building or grading permit or the recordation of any map further dividing this property, whichever may occur first

9 The City reserves the right to impose additional conditions of approval on each individual development site as proposals are submitted to the City for review, future conditions may relate to appropriate right-of-way dedications, street improvements, drainage plan/study submittals, drainageway improvements, sanitary sewer improvements and traffic mitigation impacts/improvements as required by the Department of Public Works

10 The underlying Resolution of Intent for these parcels is expunged upon approval of this application

11 Conformance to all applicable Conditions of Approval for Zoning Application Z-17-90

12 Resolution of Intent with a twelve month time limit

13 Satisfaction of City Code requirements and design standards of all City departments

A Rezoning under a Resolution of Intent expires if it is not exercised prior to the expiration of the Resolution of Intent unless a request for an Extension of Time is duly filed with the Department of Community Planning and Development for consideration and approval by the City Council

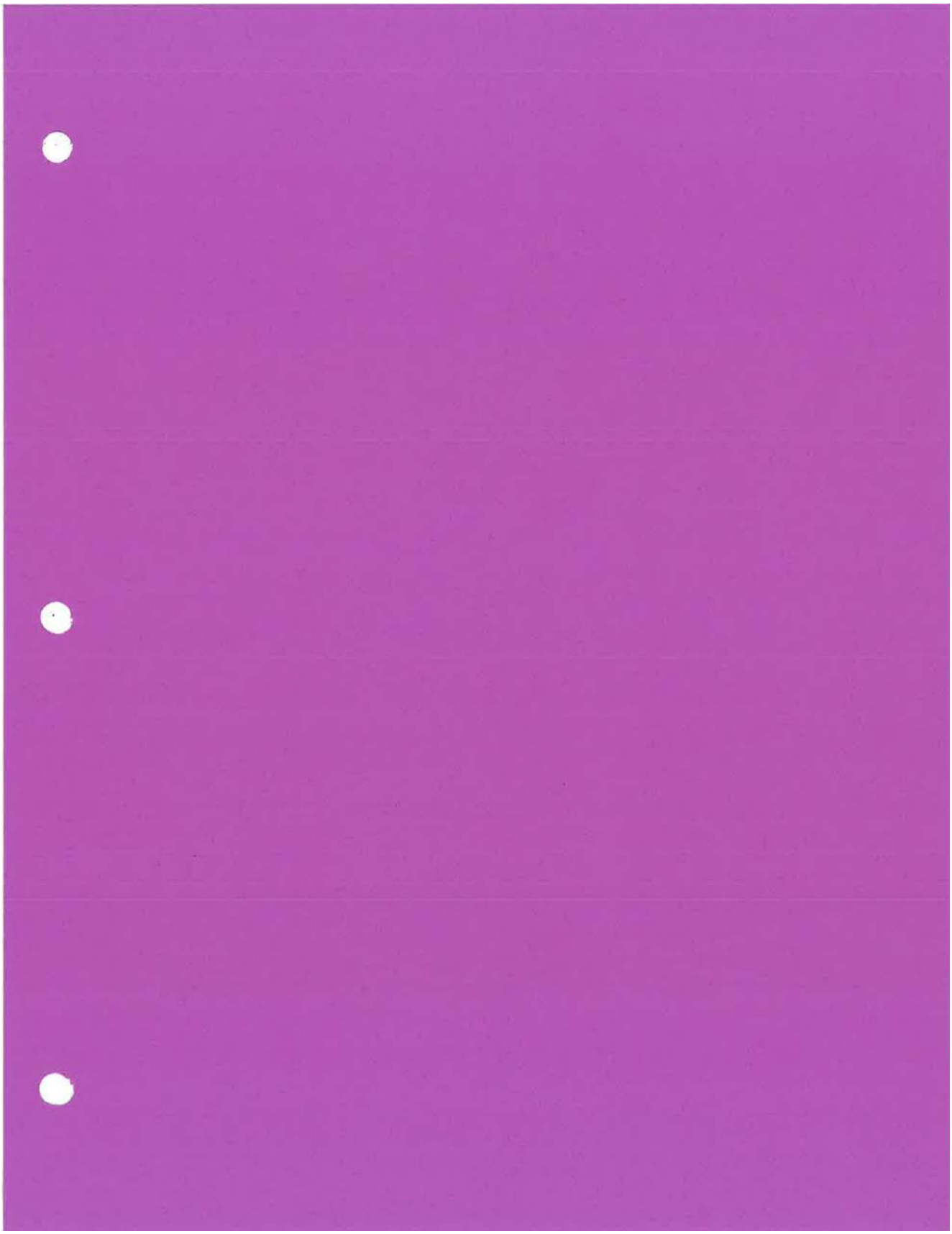
Sincerely,

KATHLEEN M TIGHE
City Clerk

/cmp

cc Dept of Community Planning & Development
Dept of Public Works
Dept of Fire Services
Dept of Building & Safety
Land Development Services

Ms Ellen Mercıel
Pentacore
6763 W Charleston Boulevard
Las Vegas, Nevada 89102



City of Las Vegas — CITY COUNCIL MINUTES — MEETING OF JANUARY 4, 1995

AGENDA DOCUMENTATION

Date: _____

TO: The City Council

FROM: JOHN L. SCHLEGEL, ACTING DIRECTOR
DEPARTMENT OF COMMUNITY
PLANNING AND DEVELOPMENT

SUBJECT: GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-54-94 - Peccole Ranch Trust

PURPOSE/BACKGROUND

APPLICATION REQUEST:

This request is for six parcels within the Peccole Ranch Planned Residential development. The letter of justification submitted with the application stated that the change in alignment of the golf course was one reason for the request.

BACKGROUND DATA:

4/4/90	The City Council approved R-3 (Limited Multiple Residence) district, R-PD7 (Residential Planned Development) and C-1 (Limited Commercial) zoning for a portion of this site (Z-17-90).
8/18/93	The City Council approved R-PD9 (Residential Planned Development) zoning for a portion of this site (Z-60-93). This application was expired.
12/8/94	The Planning Commission recommended approval of a request for rezoning to R-3 (Limited Multiple Residence), R-PD7 (Residential Planned Development) and C-1 (Limited Commercial) zoning (Z-146-94). This is the next item on your agenda.

DETAILS OF APPLICATION REQUEST:

Site Area 87.1 Acres

GENERAL PLAN DESIGNATIONS AND DEVELOPMENT OF ADJACENT PROPERTIES:

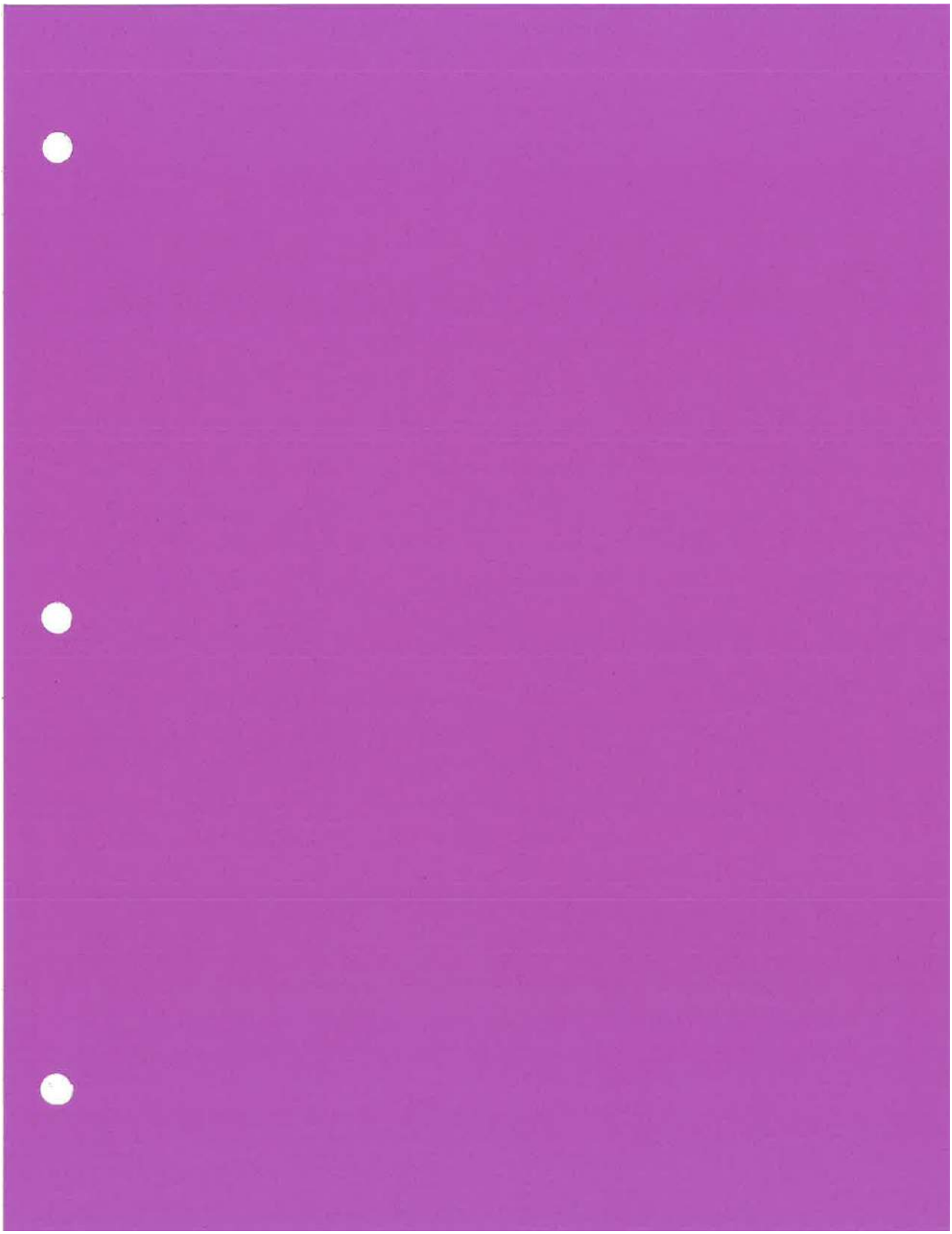
	ZONING	LAND USE
North	P	Vacant
South	SC, M	Single Family, Vacant
East	SC, M	Vacant
West	No designation	

510-015-5/94

Agenda Item 94

ROR023075

24484



CITY of LAS VEGAS

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

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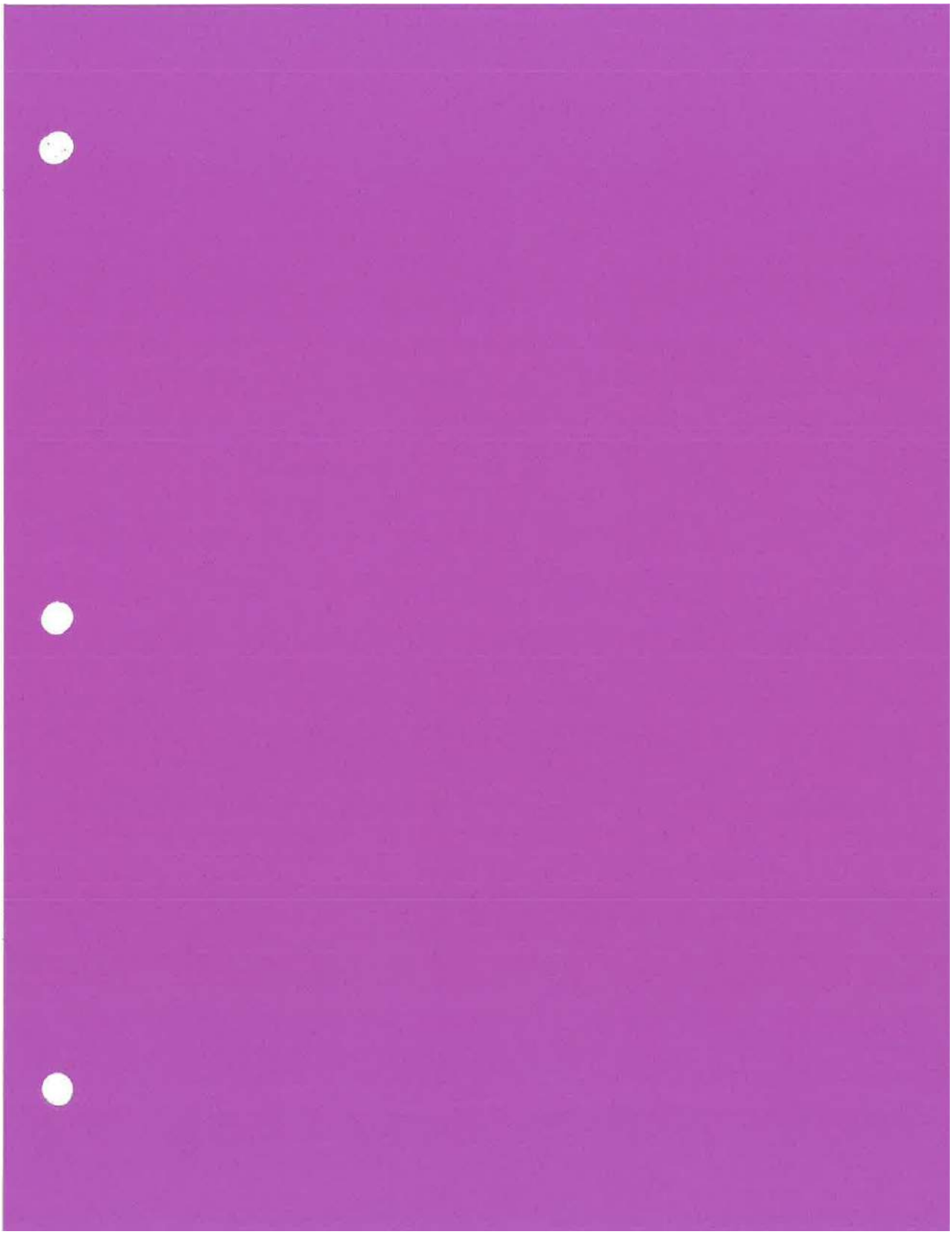
Sincerely,

KATHLEEN M TIGHE
City Clerk

/cmp

cc Dept of Community Planning & Development
Dept of Public Works
Dept of Fire Services
Dept of Building & Safety
Land Development Services

Ms Ellen Merciel
Pentacore
6763 W Charleston Boulevard
Las Vegas, Nevada 89102



City of Las Vegas

CITY COUNCIL MINUTES
MEETING OF
SEPTEMBER 14, 1998

GENDA DOCUMENTATION

O THE CITY COUNCIL	FROM THERESA O'DONNELL, DIRECTOR PLANNING AND DEVELOPMENT DEPARTMENT

UBJECT REZONING RELATED TO GPA-24-98 - PUBLIC HEARING - Z-43-98 - NEVADA LEGACY 14, LIMITED LIABILITY COMPANY AND PECCOLE NEVADA CORPORATION

URPOSE/BACKGROUND

APPLICATION REQUEST

This request is for Rezoning from U (Undeveloped) [ML (Medium-Low Density Residential) General Plan Designation] under Resolution of Intent to R-3 (Limited Multiple Residence) to PD (Planned Development) for the purpose of developing a 140 unit timeshare condominium project that includes a tennis club with 15 tennis courts, a health club and spa, and ancillary retail and service related uses The applicant gave no justification for this request

BACKGROUND DATA

03/08/90	The City Council approved a zone change from R-E (Residence Estates) to R-PD7 (Residential Planned Development - 7 Units Per Acre) as part of a larger request (Z-17-90)
01/04/95	The City Council approved a Rezoning from R-E (Residence Estates) under Resolution of Intent to R-PD7 (Residential Planned Development - 7 Units Per Acre) to R-3 (Limited Multiple Residence) on the subject property (Z-146-94)

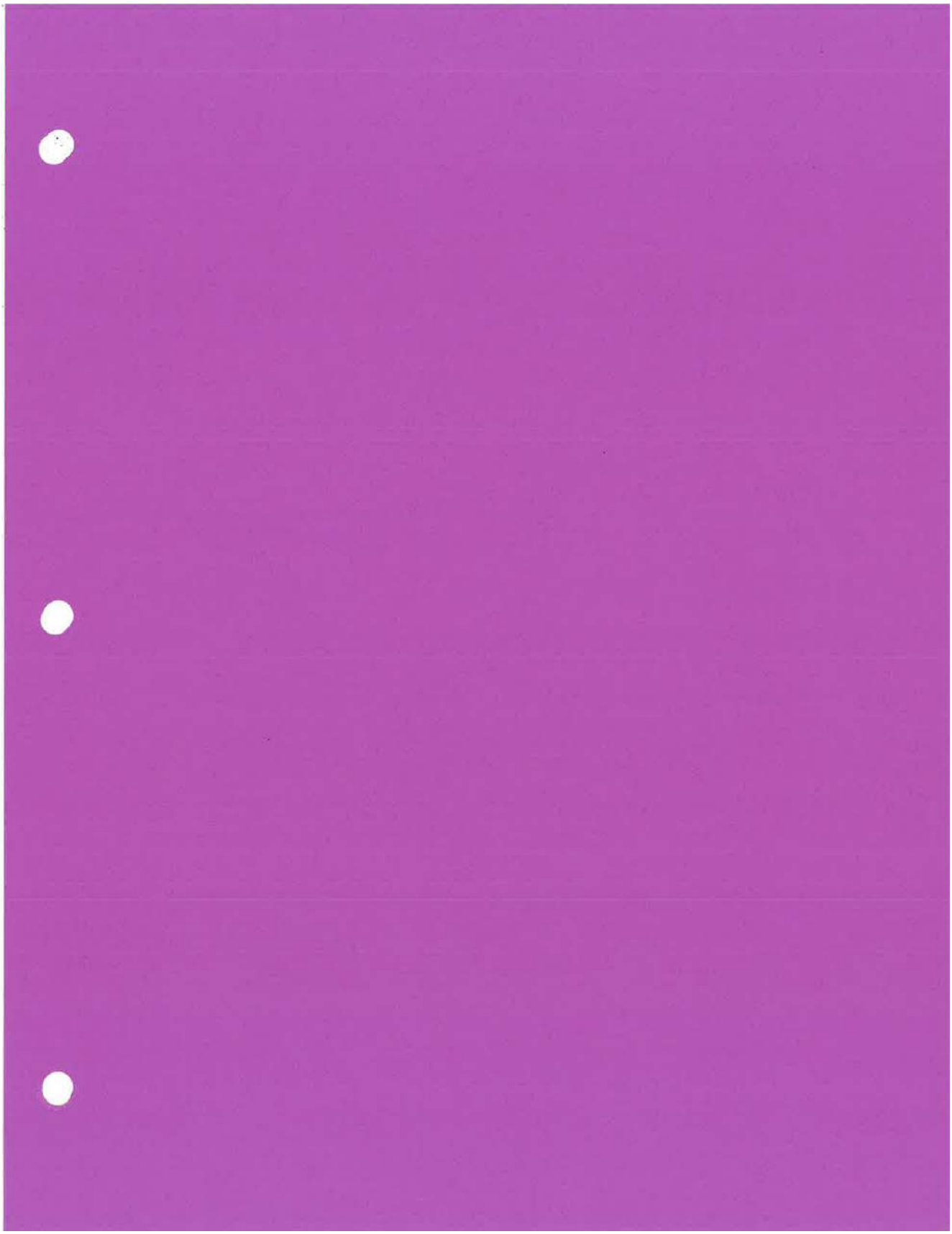
DETAILS OF APPLICATION REQUEST

Site Area	16 87	Acres
Timeshare area	7 14	Acres
Number of Units	140	
Tennis Club Area	8 81	Acres
Number of Indoor/outdoor courts	15	
Spa Area	0 85	Acres
Parking Requirements		
Tennis Club Required	239	Spaces
Tennis Club Provided	251	Spaces

Agenda Item

ROR023081

24490



City of Las Vegas CITY COUNCIL MINUTES
MEETING OF
AGENDA DOCUMENTATION JANUARY 4, 1995
Date:

TO: The City Council

FROM: JOHN L. SCHLEGEL, ACTING DIRECTOR
DEPARTMENT OF COMMUNITY
PLANNING AND DEVELOPMENT

SUBJECT: GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-54-94 - Peccole Ranch Trust

PURPOSE/BACKGROUND

APPLICATION REQUEST:

This request is for six parcels within the Peccole Ranch Planned Residential development. The letter of justification submitted with the application stated that the change in alignment of the golf course was one reason for the request.

BACKGROUND DATA:

4/4/90	The City Council approved R-3 (Limited Multiple Residence) district, R-PD7 (Residential Planned Development) and C-1 (Limited Commercial) zoning for a portion of this site (Z-17-90).
8/18/93	The City Council approved R-PD9 (Residential Planned Development) zoning for a portion of this site (Z-60-93). This application was expired.
12/8/94	The Planning Commission recommended approval of a request for rezoning to R-3 (Limited Multiple Residence), R-PD7 (Residential Planned Development) and C-1 (Limited Commercial) zoning (Z-146-94). This is the next item on your agenda.

DETAILS OF APPLICATION REQUEST:

Site Area 87.1 Acres

GENERAL PLAN DESIGNATIONS AND DEVELOPMENT OF ADJACENT PROPERTIES:

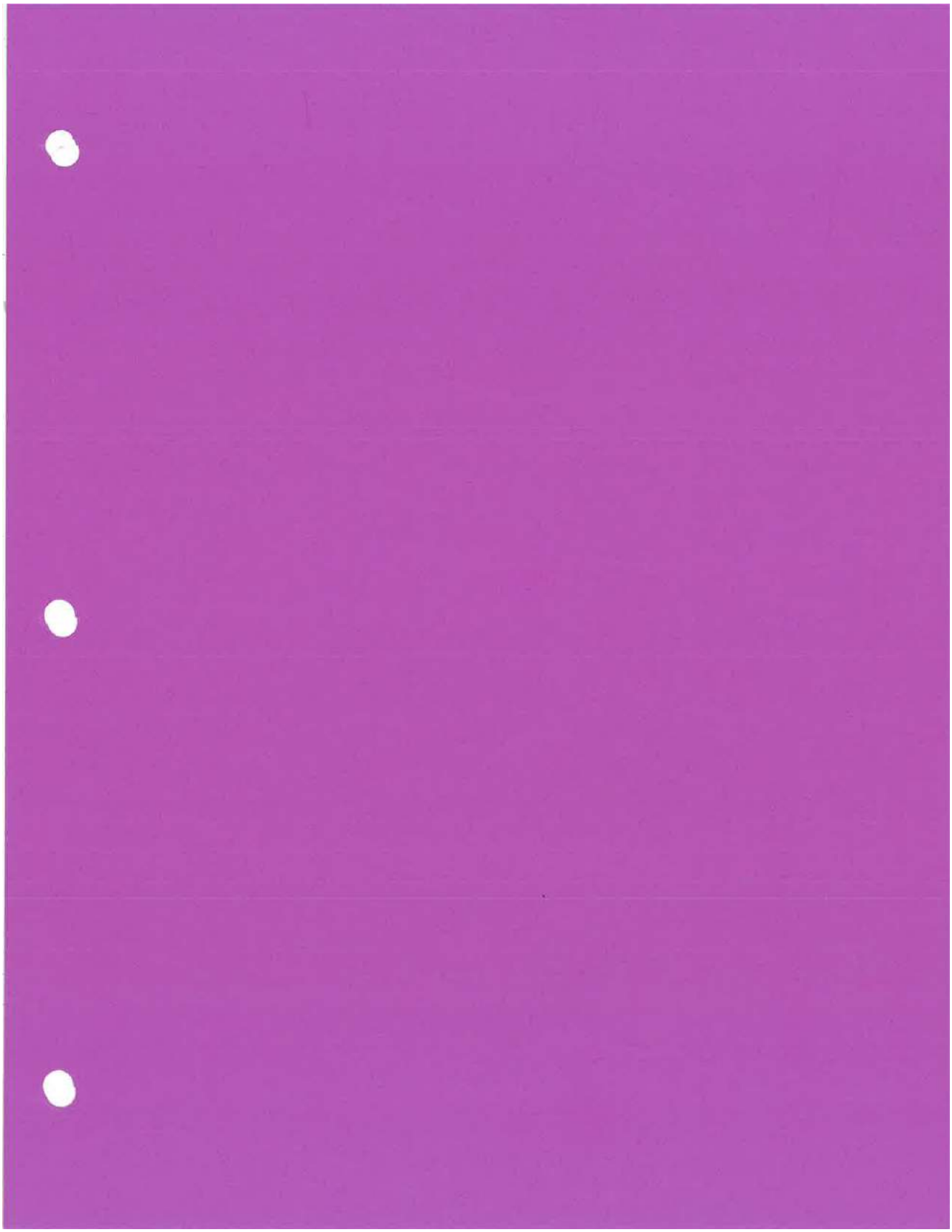
	ZONING	*LAND USE*
North	P	Vacant
South	SC, M	Single Family, Vacant
East	SC, M	Vacant
West	No designation	

510-015-5/94

Agenda Item 94

ROR023083

24492



CITY of LAS VEGAS

October 17, 1997

Mr Bruce Bayne
Peccole 1982 Trust
9999 West Charleston Boulevard
Las Vegas, Nevada 89117

RE Z-78-97 - REZONING

Dear Mr. Bayne:

The City Council at a regular meeting held October 13, 1997 APPROVED the request for a Rezoning on property located on the south side of Alta Drive approximately 450 feet west of Rampart Boulevard FOR A PROPOSED THREE, TWELVE-STORY 56 UNIT CONDOMINIUM BUILDINGS WITH ANCILLARY OFFICE AND RETAIL USES FOR THE RESIDENTS from: U (Undeveloped) Zone under Resolution of Intent to R-3 (Medium Density Residential), [M (Medium Density Residential) General Plan Designation], subject to:

1. Conformance with the approved master development plan. Any major amendment to the master development plan shall be advertised and heard as a public hearing item before the Planning Commission and City Council.

2. A detailed landscape plan conforming to the requirements of the Landscape, Wall and Buffer Standards must be submitted to the Planning and Development Department for approval prior to issuance of building permits.

3. Construct half-street improvements on Alta Drive adjacent to this site concurrent with development of this site as required by the Department of Public Works. All existing overpaving damaged or removed by this development shall be restored at its original location and to its onginal width concurrent with development of this site.

4. Gated access drives shall be designed, located and constructed in accordance with Standard Drawing #222a as required by the Department of Public Works.

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

ROR023085

24494

5. Meet with the Traffic Engineering representative in Land Development for assistance in the possible redesign of the proposed driveway access, on-site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first Coordinate the location of the access drives with the proposed casino site to the north of this parcel Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a as required by the Department of Public Works.

6. Contribute $15,120.00 per the Peccole Ranch Signal Participation Proposal prior to the issuance of building or off-site permits as required by the Department of Public Works Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site

7. An addendum to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, whichever may occur first, as required by the Department of Public Works Provide and improve all drainageways as recommended by the approved Drainage Plan/Study.

8 Site development to comply with all applicable Conditions of Approval for Z-17-90 and all other site-related actions as required by the Department of Public Works.

9. Resolution of Intent.

10. All development shall be in conformance with the plot plan and building elevations.

11. Landscaping and a permanent underground sprinkler system shall be provided as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license

12. A landscaping plan must be submitted prior to or at the same time application is made for a building permit or license, or prior to occupancy, whichever occurs first.

13. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets (excluding single family development).

14. All City Code requirements and design standards of all City departments must be satisfied.

15. Parking and driveway plans must be approved by the Traffic Engineer prior to the issuance of any permits.

16 All damage to the existing street improvements resulting from this development must be repaired as required by the Department of Public Works.

17. Remove all substandard public street improvements and all unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City standards prior to occupancy of this site as required by the Department of Public Works.

18. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

19. Where new water mains are extended along streets and fire hydrants are not needed for protection of structures, hydrants shall be spaced at a maximum distance of 1,000 feet to provide for transportation hazards

20. Fence heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.

21. Provide plans showing accessible exterior routes from public transportation stops, accessible parking, passenger loading zones and public sidewalks to the accessible building entrance(s) with submittal of plans for building permits as required by the Planning and Development Department. Accessible routes shall have running slopes and cross slopes in accordance with the applicable code.

Sincerely,

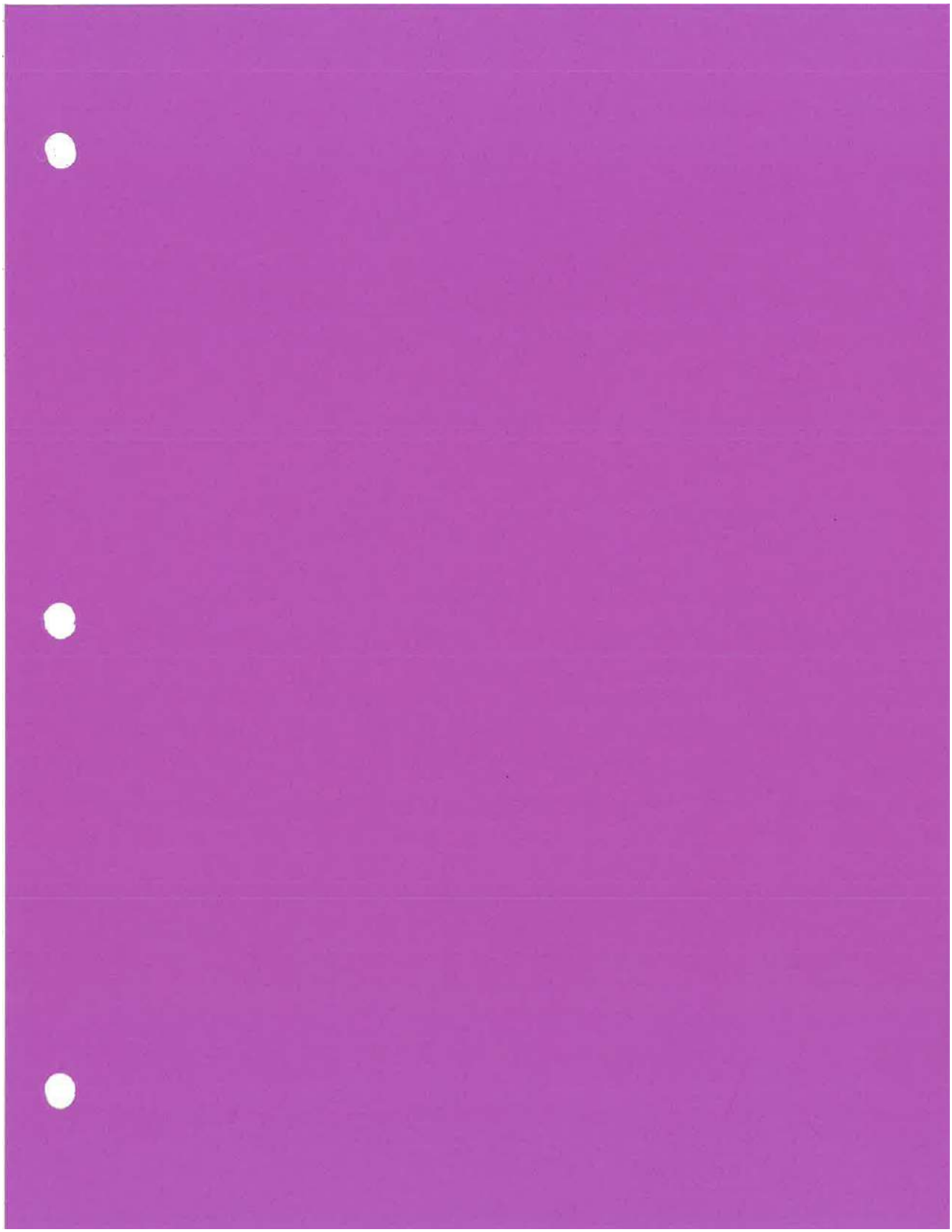
BARBARA JO RONEMUS
City Clerk

/ac

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

Ms. Liz Ainsworth
Pentacore Engineering
6763 West Charleston Boulevard
Las Vegas, Nevada 89102

Mr. Gilles Pageau
Taurus Development
2620 Rigatta Drive, Suite #207-A
Las Vegas, Nevada 89128



CITY of LAS VEGAS

January 13, 1995

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2760 Tioga Pines Circle
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RE Z-146-94 - ZONE CHANGE RELATED TO GPA-54-94

Dear Mr Miller

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5 Construct half-street improvements on Hualapai Way adjacent to this site, full-width improvements on Alta Drive internal to this site and construct all incomplete (if any) half-street or full-width improvements, as appropriate, on Charleston Boulevard and Rampart Boulevard adjacent to or internal to this site as required by the Department of Public Works

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

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City Clerk

/cmp

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Dept of Public Works
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Dept of Building & Safety
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Pentacore
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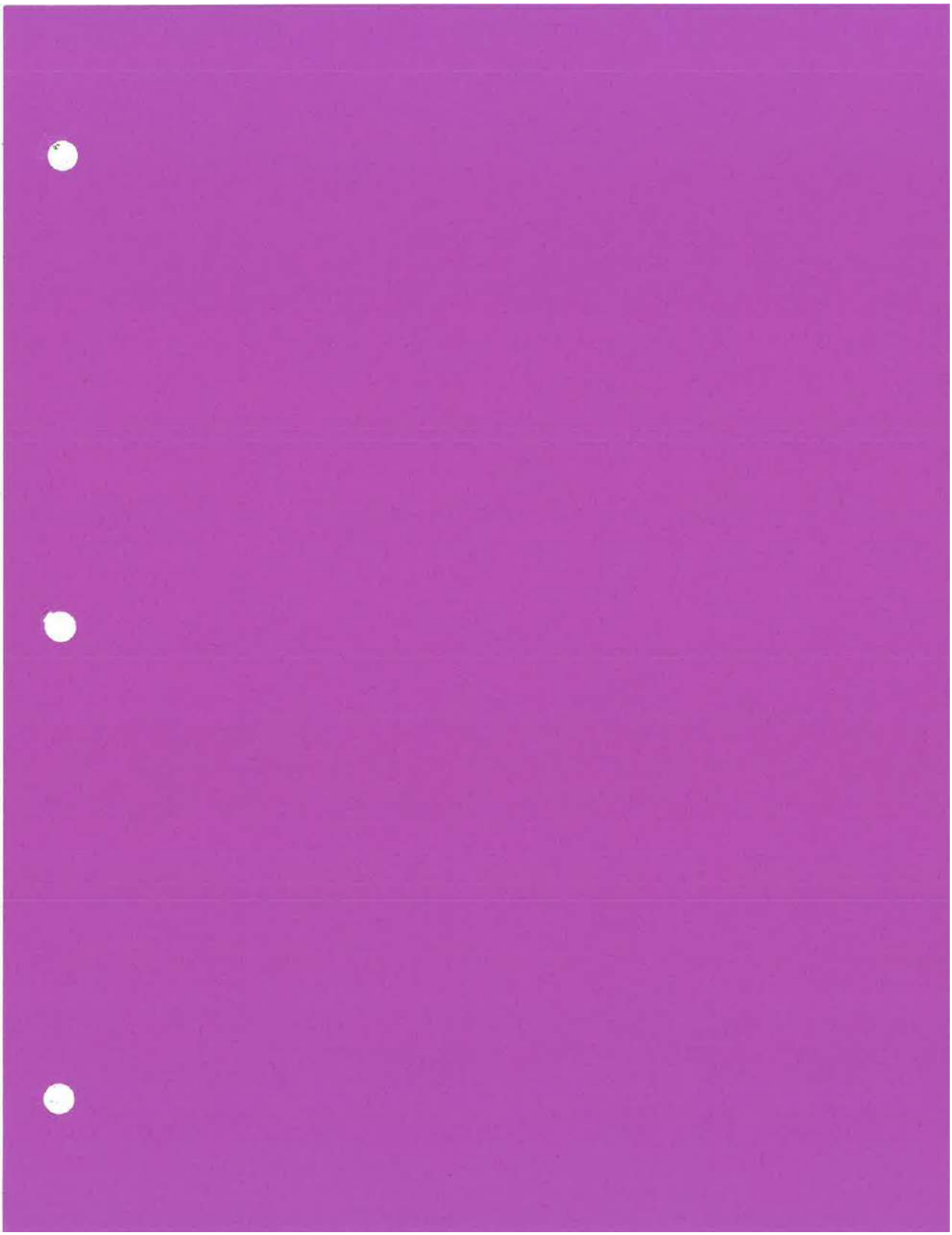
Las Vegas, Nevada 89102



July 12, 2004

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

RE: ZON-4205 - REZONING
CITY COUNCIL MEETING OF JULY 7, 2004
Related to SDR-4206 & VAR-4207

Dear Mr. Miller:

The City Council at a regular meeting held July 7, 2004 APPROVED the request fora Rezoning FROM: R-PD7 (Residential Planned Development - 7 Units per Acre) and U (Undeveloped) [G-TC (General Tourist Commercial) General Plan Designation] TO: PD (Planned Development) on 20.1 acres adjacent to the south side of Alta Drive, approximately 450 feet west of Rampart Boulevard (APN: 138-32-210-001, portion of 138-31-312-002). The Notice of Final Action was filed with the Las Vegas City Clerk on July 8, 2004. This approval is subject to:

Planning and Development

1. This rezoning shall go direct to ordinance.

2. A Variance (VAR-4207) and Site Development Plan Review (SDR-4206) applications approved by the Planning Commission or City Council prior to issuance of any permits, any site grading, and all development activity for the site.

3. Conformance with the approved master development plan, except as modified by conditions herein. Any major amendment to the master development plan shall be advertised and heard as a public hearing item before the Planning Commission and City Council.

4. The western most tower shall be no taller than 14 stories.

5. A detailed landscape plan conforming to the requirements of the Landscape, Wall and Buffer Standards must be submitted to the Planning and Development Department for approval prior to issuance of building permits.

Public Works

6. Construct all incomplete half-street improvements on Alta Drive adjacent to this site concurrent with development of this site. Remove all substandard public street improvements, if any, adjacent to this site and replace with new

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

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

improvements meeting current City Standards concurrent with on-site development activities. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development.

7. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, or compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

8. An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits, submittal of any construction drawings, or the recordation of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.

Sincerely,

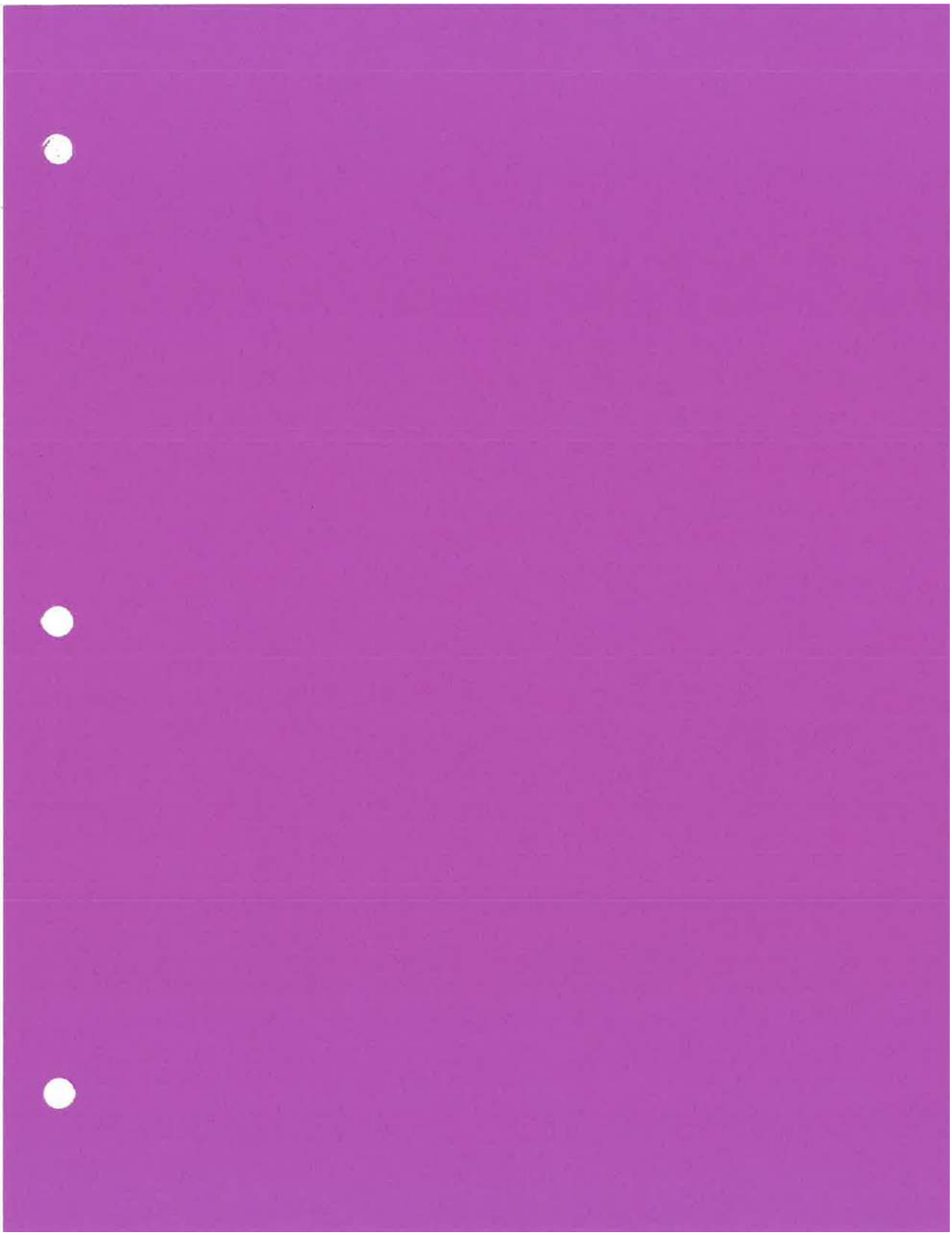
Stacey Campbell

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

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

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

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



City of Las Vegas

CITY COUNCIL MINUTES
MEETING OF
OCTOBER 13, 1997

AGENDA DOCUMENTATION

TO:	FROM:
THE CITY COUNCIL	THERESA O'DONNELL, DIRECTOR PLANNING AND DEVELOPMENT DEPARTMENT

SUBJECT: REZONING - PUBLIC HEARING - Z-78-97 - WILLIAM AND WANDA PECCOLE TRUST

PURPOSE/BACKGROUND

APPLICATION REQUEST:

This is a request for rezoning from U (Undeveloped) Zone under Resolution of Intent to R-3 (Medium Density Residential) [M (Medium Density Residential) General Plan Designation] to PD (Planned Development) for three, twelve-story 56 unit condominium buildings with ancillary office and retail uses for residents.

BACKGROUND DATA:

04/04/90	The City Council approved a request for C-1 (Limited Commercial) zoning on this site as part of a larger request (Z-17-90).
01/04/95	The City Council approved a request for R-3 (Medium Density Residential) zoning on this site as part of a larger request (Z-146-94).

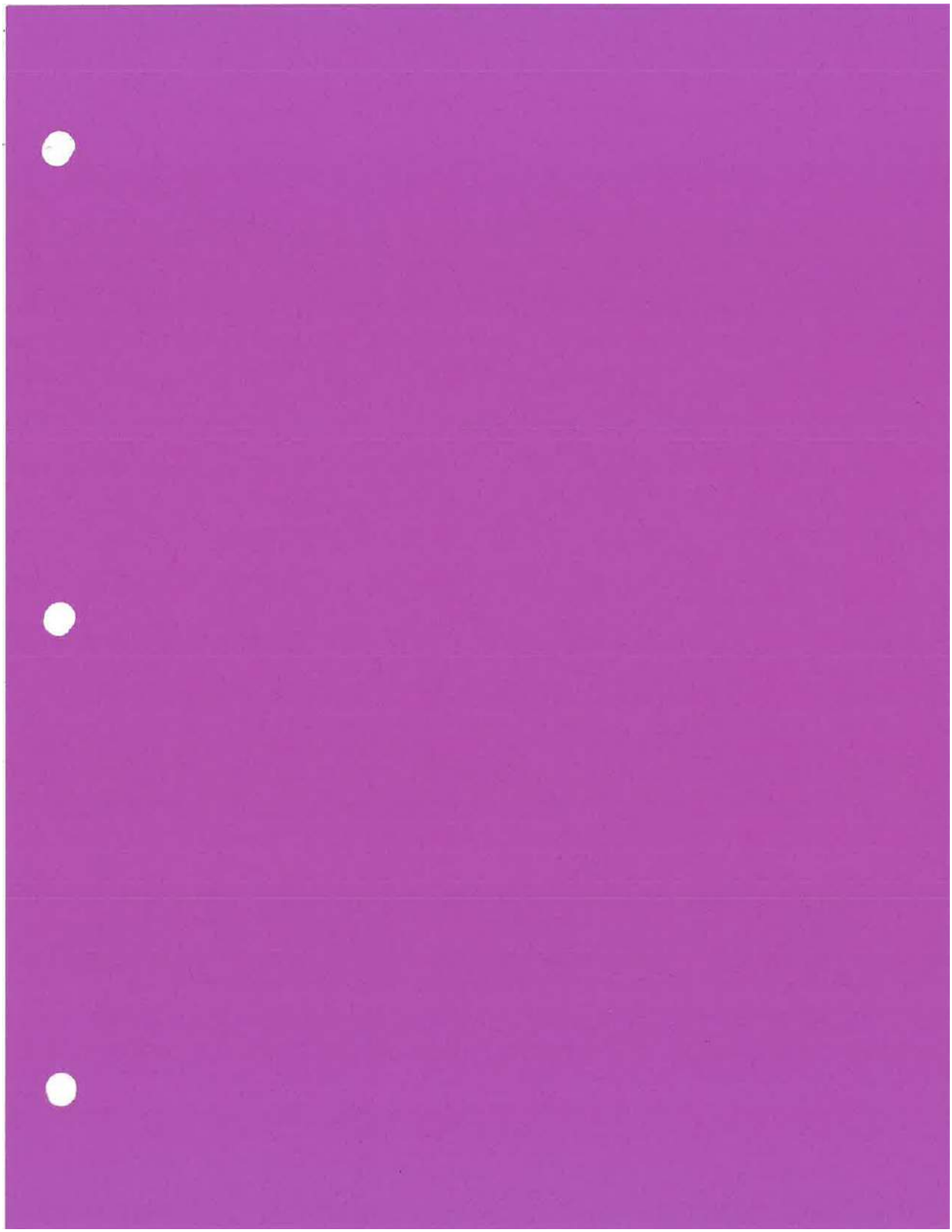
ZONING AND DEVELOPMENT OF ADJACENT PROPERTIES:

North	ROI-C-1	Vacant (Proposed Hotel/Casino)
South	ROI-R-PD7	Golf Course
East	ROI-R-PD7	Golf Course
West	ROI-R-PD7	Golf Course

Agenda Item

ROR023096

24505



CITY of LAS VEGAS

May 3, 1993

Mr. William Peccole
The Peccole 1982 Trust
2760 Tioga Pines Circle
Las Vegas, Nevada 89117

RE: Z-24-93 - ZONE CHANGE RELATED TO GPA-7-93

Dear Mr. Peccole:

The City Council at a regular meeting held April 21, 1993 APPROVED the request for reclassification of property located north of Charleston Boulevard, between Rampart Boulevard and Durango Drive, from: N-U (Non-Urban)(under Resolution of Intent to C-1), to: R-1 (Single Family Residence) and R-PD16 (Residential Planned Development), proposed use: Apartments/Condominiums, subject to:

1. Approval of a General Plan Amendment to make the proposed R-PD16 portion of the zoning consistent with the Plan.

2. Dedicate 40 feet of right-of-way for Alta Drive where such street is adjacent to this site, 80 feet for Alta Drive where such street is through this site, 50 feet for Rampart Boulevard adjacent to this site (if such has not already been accomplished) and 25 foot radii at the northwest corner of Durango Drive and Alta Drive, the northeast corner of Rampart Boulevard and Alta Drive, and the southeast corner of Rampart Boulevard and Alta Drive as required by the Department of Public Works.

3. Construct sidewalk and all incomplete paving on Durango Drive adjacent to this site, half-street improvements on Rampart Boulevard adjacent to this site (if such are not already completed), and half/full-width improvements, as appropriate, on Alta Drive adjacent to or through this site as required by the Department of Public Works.

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

4. Prior to the completion of the Rampart Boulevard Public Improvement Project between the Summerlin Parkway and Charleston Boulevard, dedicate right-of-way for Alta Drive between Rampart Boulevard and Durango Drive as required by the Department of Public Works. When traffic conditions warrant and if requested by the City, construct a minimum of two lanes of temporary paving on Alta Drive between Rampart Boulevard and Durango Drive where no street improvements then exist along this corridor. The width of the Alta Drive corridor improvements shall be increased if recommended by the Traffic Engineer at the time of construction of the temporary paving.

5. Submit an application to amend the Master Plan of Streets and Highways if the proposed development plans do not coincide with the current requirements of such Master Plan as required by the Department of Public Works.

6. Submit an application to vacate all existing public rights-of-way, if any, in conflict with any portion of this development prior to development of those areas where conflicts exist as required by the Department of Public Works.

7. Obtain approval from the City Engineer for a plan detailing all improvements necessary to complete Venetian Strada adjacent to the northern boundary of the single family residential parcel (Parcel "C") prior to the approval of a residential Tentative Map. Dedicate all rights-of-way necessary to coincide with the approved plans and construct all street improvements necessary to complete all portions of Venetian Strada in accordance with the approved construction plans as required by the Department of Public Works.

8. Contribute $30,000 to partially fund a traffic signal system at the intersection of Alta Drive and Rampart Boulevard prior to the issuance of building or off-site permits or the recordation of a Final Map on the multifamily residential site (Parcel "B"), whichever may occur first, as required by the Department of Public Works.

9. Contribute $30,000 to partially fund a traffic signal system at the intersection of Alta Drive and Durango Drive prior to the issuance of building or off-site permits or the recordation of a Final Map on the single family residential site (Parcel "C"), whichever may occur first, as required by the Department of Public Works.

10. Approval of plot plans and building elevations for each parcel by the Planning Commission prior to development of each parcel. The review of the R-PD16 parcel shall be at a public hearing.

11. The final design of the subdivisions shall be determined at the time of the approval of the Tentative Maps.

12. The underlying Resolution of Intent on the property is expunged upon approval of this application.

13. Resolution of Intent with a twelve month time limit.

14. Satisfaction of City Code requirements and design standards of all City departments.

15. Approval of the parking and driveway plans by the Traffic Engineer.

16. Repair any damage to the existing street improvements resulting from this development as required by the Department of Public Works.

17. Remove all unused driveway cuts and replace with "L" curb and new sidewalk as required by the Department of Public Works.

18. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of a building or grading permit, whichever may occur first.

19. Provision of fire hydrants and water flow as required by the Department of Fire Services.

A Rezoning under a Resolution of Intent expires if it is not exercised prior to the expiration of the Resolution of Intent unless a request for an Extension of Time is duly filed with the Department of Community Planning and Development for consideration and approval by the City Council.

Sincerely,

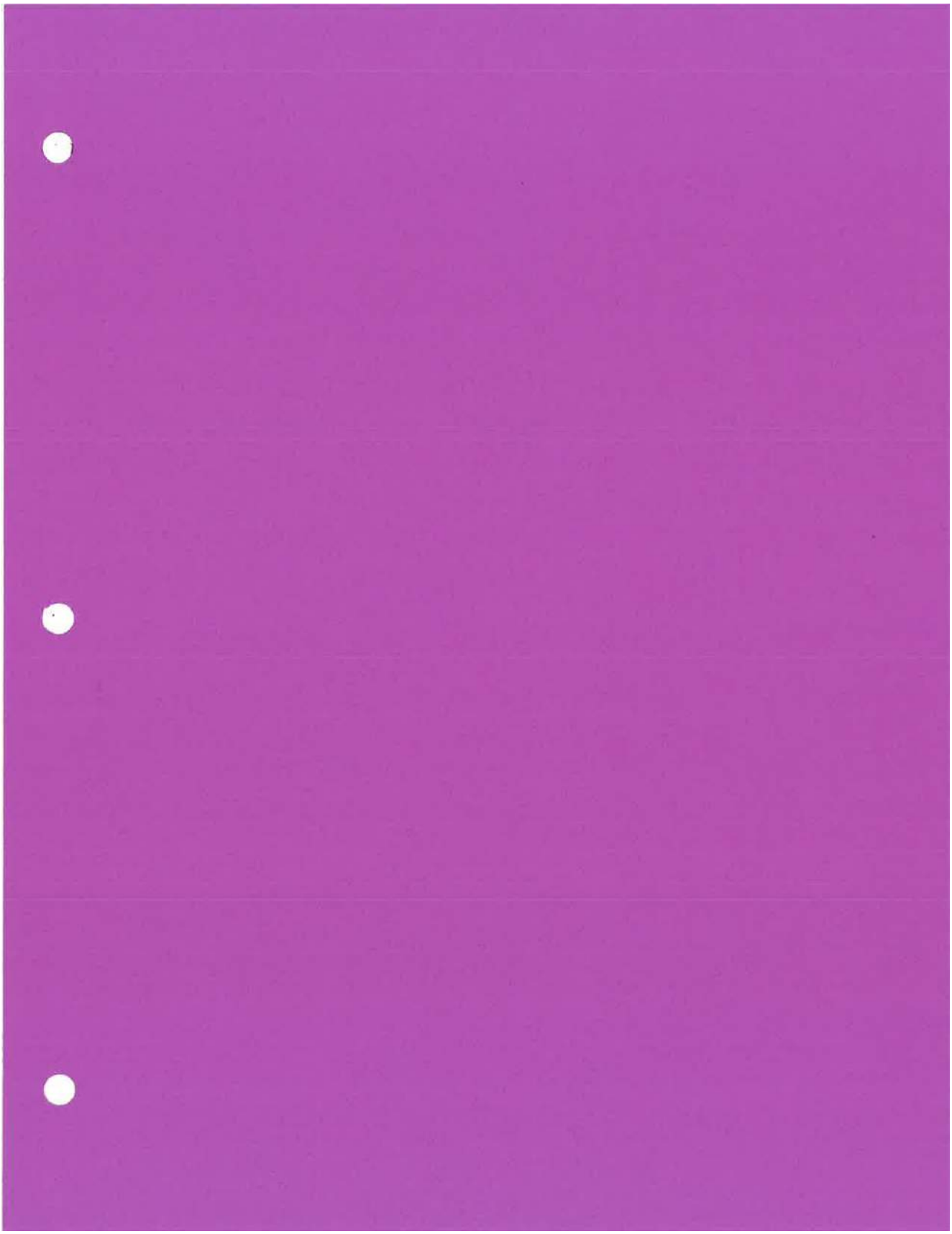
Kathleen M. Tighe

KATHLEEN M. TIGHE
City Clerk

/cmp

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

Mr. Clyde Spitze
Pentacore Engineering
6763 W. Charleston Blvd.
Las Vegas, Nevada 89102



ITEM

COMMISSION ACTION

24. MASTER DEVELOPMENT PLAN AMENDMENT

Applicant: WILLIAM PECCOLE 1982 TRUST
Application: Request for approval to amend the Master Development Plan
Location: East side of Hualpai Way, west of Durango Drive, between the south boundary of Angel Park and Sahara Avenue
Size: 996.4 Acres

STAFF RECOMMENDATION: APPROVAL, subject to the following:

1. A maximum of 4,247 dwelling units be allowed for Phase II.

2. Hualpai Way be extended as a public street north of Charleston Boulevard to the north property line as required by the Department of Public Works.

3. Extend Apple Lane along the north side of this site and adjacent to Angel Park, east of Rampart Boulevard to Durango Drive, as required by the Department of Public Works.

PROTESTS: 5 Speakers at Meeting

Babero -
APPROVED, subject to staff's conditions and Condition No. 4 requiring public notice when there will be an architectural review on the resort/casino and commercial center sites, and Condition No. 5 stating the applicant is to post signs on the property indicating the proposed uses,
Unanimous
(Bugbee and Dixon excused)

MR. WILLIAMS stated this request is to amend the approved Master Development Plan that was approved in 1989. Phase II contains 996.4 acres. It is predominantly single family dwellings. However, there will be multifamily, resort/casino, golf course, commercial office, school and rights-of-way. The significant change is the addition of the golf course and a larger resort/casino site and 100 acre shopping center site. The commercial site was in the 1981 plan and taken out in the 1989 plan. Each parcel will be subject to a review by the Planning Commission. The overall density is 4.3 units per acre. Staff feels Apple Lane should be extended over from Rampart Boulevard to Durango Drive to give better vehicular access to the commercial parcel. Hualpai Way also has to be extended. The Gaming Enterprise District indicates this area could contain one destination resort/casino, but the applicant would have to have a major recreational facility and a minimum of 200 rooms. Staff recommended approval, subject to the conditions.

WILLIAM PECCOLE appeared and represented the application. Phase I is 75% complete. This request is for Phase II.

A. WAYNE SMITH, Land Planner, 1515 East Missouri Avenue, Phoenix, Arizona, appeared and represented the applicant. The main street will be 80 feet wide from Charleston Boulevard south and then curving to the northeast.

ITEM	COMMISSION ACTION
24. MASTER DEVELOPMENT PLAN AMENDMENT (CONT'D)	GREGORY BARLOW, 704 Minto Court, appeared in protest. He was concerned about the 100 acres for a shopping center because of its large size bringing too much traffic into the area and the aesthetics of the center. However, he would like to have some shopping in that area. He would like to have a public hearing held when this project comes back for a design review. The various types of zoning should be posted on the property. KATHERINE SAUER, 8917 Condotti Court, appeared in protest. She objected to the casino because of the traffic it will generate. There are a lot of children in that area and she does not want the children to live near a casino. PAM EASTBERG, 7913 Fanciful, appeared in protest. She objected to the casino being in a residential area. ULRICH SMITH, 8813 Brescia Drive, appeared in protest. He objected to the casino. RAY BINGHAM, 8345 Cove Landing Avenue, appeared in protest. He objected to locating the shopping center next to a park because of all the traffic the center will generate. WILLIAM PECCOLE appeared in rebuttal. They are working with the City on the interchange at the Summerlin Parkway so that traffic can move north and south. They will participate in a Special Improvement District for their area. Two schools are being constructed in Phase 1. This will be a quality project. He would be agreeable to an architectural review by the City. All their property shows the zoning. The shopping center will be approximately a million square feet containing stores that are not presently in Las Vegas. To be heard by the City Council on 4/4/90. (7:37-8:09)

ITEM	COMMISSION ACTION

25. Z-17-90

Applicant: WILLIAM PECCOLE 1982 TRUST
Application: Zoning Reclassification
From: N-U (under Resolution of Intent to R-1, R-2, R-3, R-PD7, R-PD8, R-MHP, C-1, C-2, P-R and C-V)
To: R-PD7, R-3 and C-1
Location: East side of Hualpai Way, west of Durango Drive, between the south boundary of Angel Park and Sahara Avenue
Proposed Use: Single Family Dwellings, Multi-Family Dwellings, Commercial, Office and Resort/Casino
Size: 996.4 Acres

STAFF RECOMMENDATION: APPROVAL, subject to the following:

1. A maximum of 4,247 dwelling units be allowed for Phase II.
2. Conformance to the Conditions of Approval for the Peccole Ranch Master Development Plan, Phase II.
3. Approval of plot plans and building elevations by the Planning Commission for each parcel prior to development.
4. At the time development is proposed on each parcel appropriate right-of-way dedication, street improvements, drainage plan/study submittal, drainageway improvements, sanitary sewer collection system extensions and traffic signal system participation shall be provided as required by the Department of Public Works.
5. The existing Resolution of Intent on this property is expunged upon approval of this application.
6. Resolution of Intent with a five year time limit.
7. Standard Conditions 6 - 8 and 11.

PROTESTS: 2 on record with staff
1 speaker at meeting

FAVOR: 1 speaker at meeting

Babero -
APPROVED, subject to staff's conditions and additional conditions requiring the applicant to post signs on property indicating the zoning and that a public hearing be held on the development plan on the commercial and casino sites.
Unanimous
(Bugbee and Dixon excused)

MR. WILLIAMS stated this request is to approve the zoning that was indicated on the Master Development Plan. The development plans will be submitted to the Planning Commission for review prior to development. Staff recommended approval, subject to the conditions.

WILLIAM PECCOLE appeared and represented the application. He concurred with staff's conditions.

GREGORY BARLOW, 704 Minto Court, appeared in favor if certain conditions are met. He wants a review of each parcel before the Planning Commission with a notice posted announcing that a public hearing will be held. Before any building is completed Rampart Boulevard must be finished. He would like the feeder routes also improved.

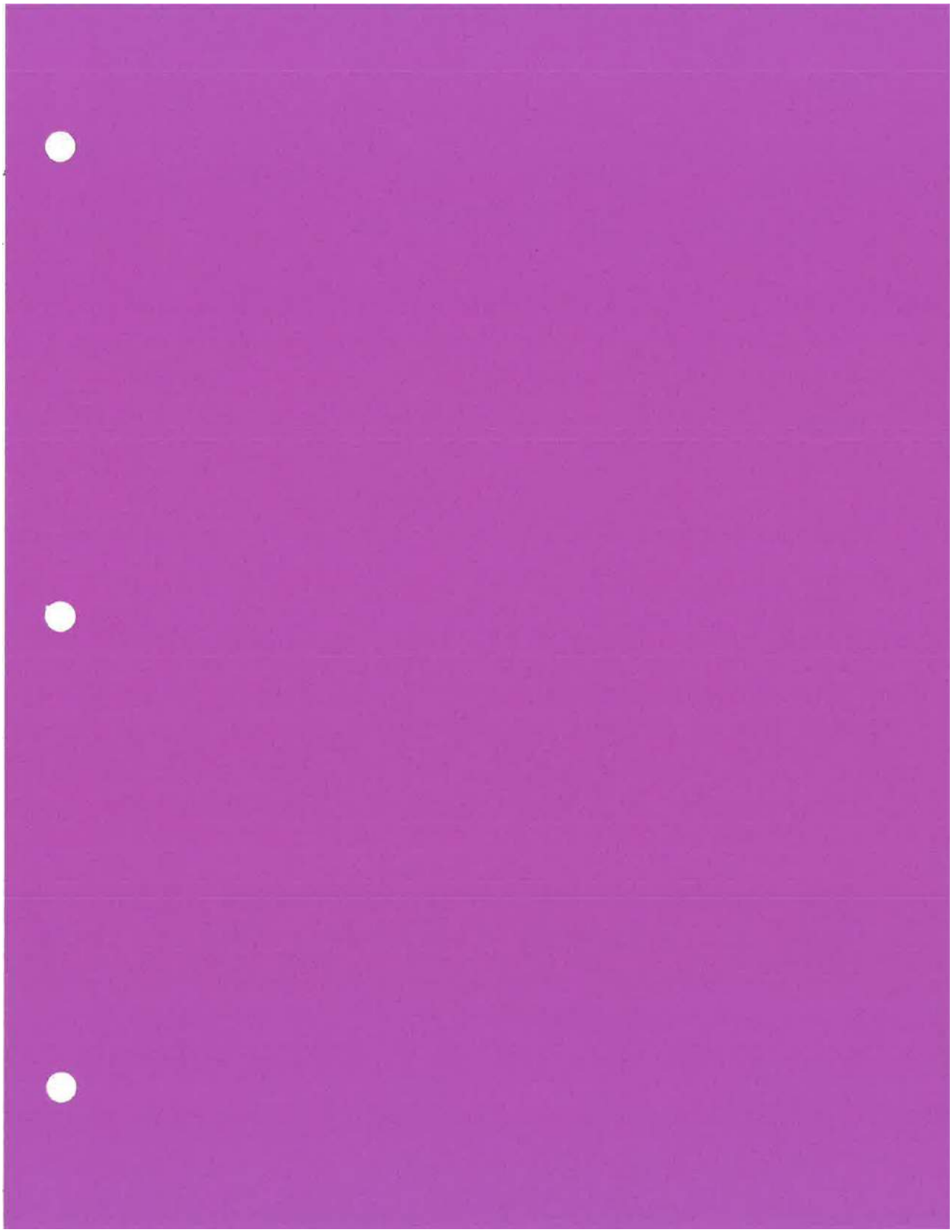
ULRICH SMITH, 8813 Brescia Drive, appeared in protest. He objected to the casino.

WILLIAM PECCOLE appeared in rebuttal. The casino will be buffered on the north by the Angel Park Golf Course and on the south by his golf course. On the east side will be commercial and on the west side a tennis court.

A. WAYNE SMITH, Land Planner, 1515 East Missouri Avenue, Phoenix, Arizona, appeared and represented the applicant. The applicant has reduced the density by about 2,200 units to help balance the traffic flow.

To be heard by the City Council on 4/4/90.

(8:09-8:23)



F. VACATION - PUBLIC HEARING

1. Abeyance Item - VAC-49-88 - Charles C. Englert, Et Al - Petition to vacate the north 30 feet of ET... Avenue from the west right-of-way line of Shadow Lane westerly approximately 288 feet.

2. VAC-50-88 - Ronald Foglia - Petition of Vacation submitted by Ronald Foglia to vacate U.S. Government Patent Reservations generally located west of Jones Boulevard and south of Charleston Boulevard.

3. VAC-51-88 - City of Las Vegas - Request of the City of Las Vegas to vacate Sunrise Avenue (60 feet wide) between the easterly right-of-way line of Pecos Road and the westerly right-of-way line of Pecos Street.

G. VARIANCE - PUBLIC HEARING

1. V-157-88 - Joseph A. and Lucille A. Tarantino - Application of Joseph A. and Lucille A. Tarantino for a Variance to allow an existing patio cover 2.25 feet from the side property line where an eight foot minimum setback is required, on property located at 2105 Santa Clara Drive, in Zoning District R-1.

2. V-159-88 - Michael M. and Barbara L. Madama - Appeal filed by Michael M. and Barbara L. Madama on the action of the Board of Zoning Adjustment in Denying their application for a Variance to allow an existing storage building in the side yard where not permitted; to allow the storage building four feet ten inches (4'10") from another existing storage building where six feet (6') is the minimum separation required; and to allow another existing storage building to the rear and side yard property lines where fifteen feet (15') is the minimum setback required from the side property line and five feet (5') is the minimum setback required from the rear property line, on property located at 1029 Palmhurst Drive, in Zoning District R-1.

3. V-160-88 - First Western Savings Association - Application of First Western Savings Association for a Variance to allow an existing converted garage for living and storage purposes with no interior access to the dwelling, where such interior access is required, on property located at 5809 Westport Circle, in Zoning District R-1.

4. V-162-88 - Fred H. Nielsen, Jr. and Helen K. Nielsen - Application of Fred H. Nielsen, Jr. and Helen K. Nielsen for a Variance to allow a secondhand store on property located at 713 Las Vegas Boulevard South, in Zoning District C-2

H. MASTER DEVELOPMENT PLAN - RELATED TO ZONE CHANGE Z-139-88 - PUBLIC HEARING

1. Abeyance Item - Peccole Ranch - Request for approval of the Master Development Plan for property located north of Sahara Avenue and south of Angel Park, between Durango Drive and Hualpai Way.

ZONE CHANGE - RELATED TO MASTER DEVELOPMENT PLAN - PUBLIC HEARING

2. Abeyance Item - Z-139-88 - William Peccole, Trustee - Request for reclassification of property located on the west side of Fort Apache Road, between Sahara Avenue and Charleston Boulevard. From: N-U (Non-Urban) (under Resolution of Intent to R-PD4, P-R, C-1 and C-V). To: R-PD7 (Residential Planned Development), R-3 (Limited Multiple Residence), C-1 (Limited Commercial), Proposed Use: Single Family Residential, Multi-Family Residential, Commercial and Mixed Use Commercial Which Consists of Retail/Service Commercial, Office and Multi-Family (Multi-Story) Residential

ZONE CHANGE - PUBLIC HEARING

3. Z-134-88 - Harold and Agee Hall - Request for reclassification of property located on the west side of Torrey Pines Drive, south of Hammer Lane. From: R-E (Residence Estates). To: R-D (Single Family Residence, Restricted), Proposed Use: Single Family Residential

I. CONSIDERATION AND POSSIBLE ACTION ON OFFERING VARIOUS PARCELS OF FEDERAL LAND FOR SALE IN THE WESTERLY PORTION OF THE CITY

J. SIX MONTH REPORT ON BUILDING AND SUBDIVISION ACTIVITY

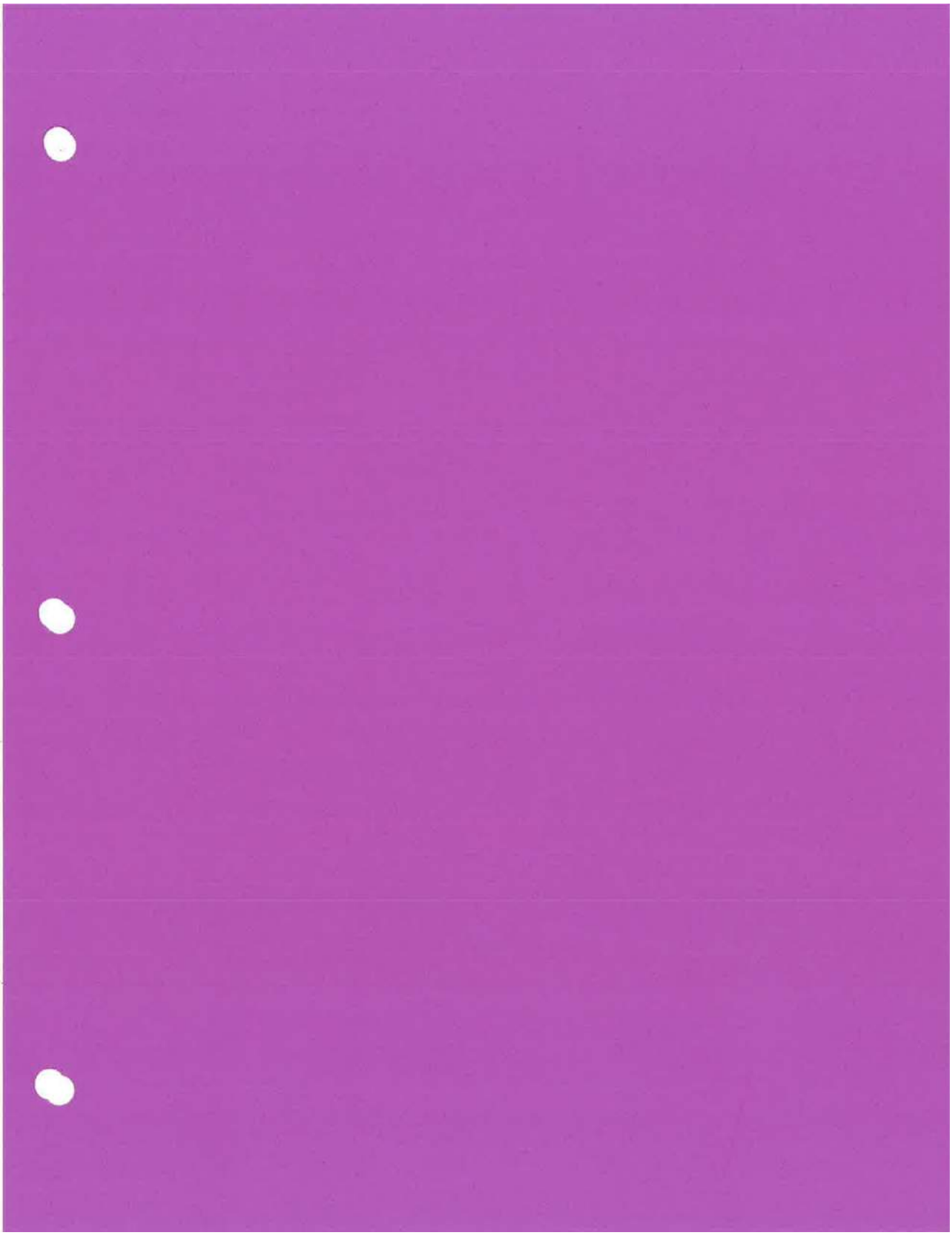
K. Set Date on any appeals filed or required Public Hearings from the Planning Commission Meeting.

L. Set Date on any appeals filed or required Public Hearings from the Board of Zoning Adjustment Meeting.

XI ADDENDUM ITEMS

XII CITIZENS PARTICIPATION

Items raised under this portion of the Agenda cannot be acted upon by the City Council until the notice provisions of the Open Meeting Law have been complied with. Therefore, action on such items will have to be considered at a later time.



Queensridge
Aerial Showing Unit Counts for Phase II Boundaries
GGARCIA
A Planning & Development Services Corporation
May 2016
Durango
Charleston
Fort Apache
Town Center
Jacobson
Perlite
Piggott
Sunland
13833
16304
16309
13832
16305
16308
16306
16307
13736
6401
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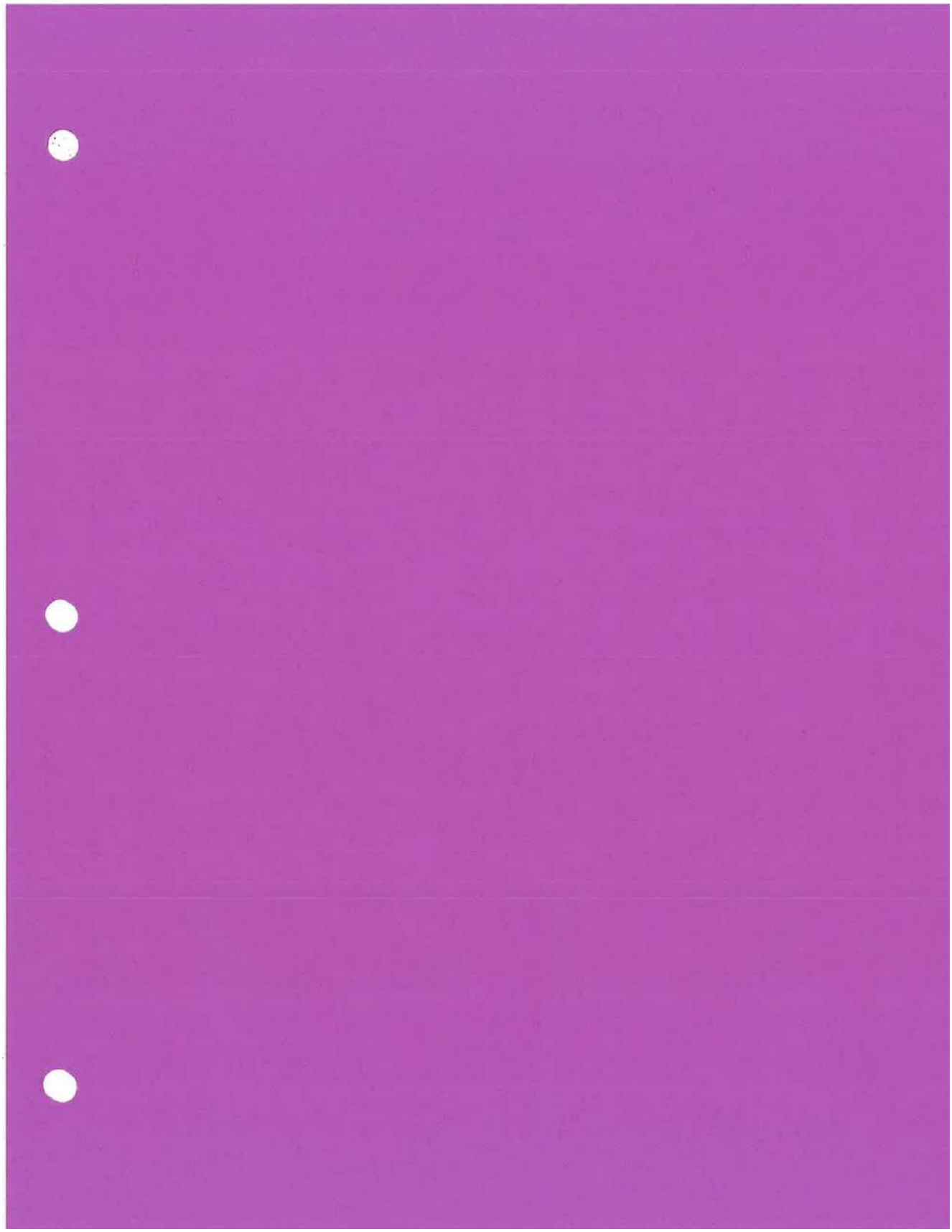


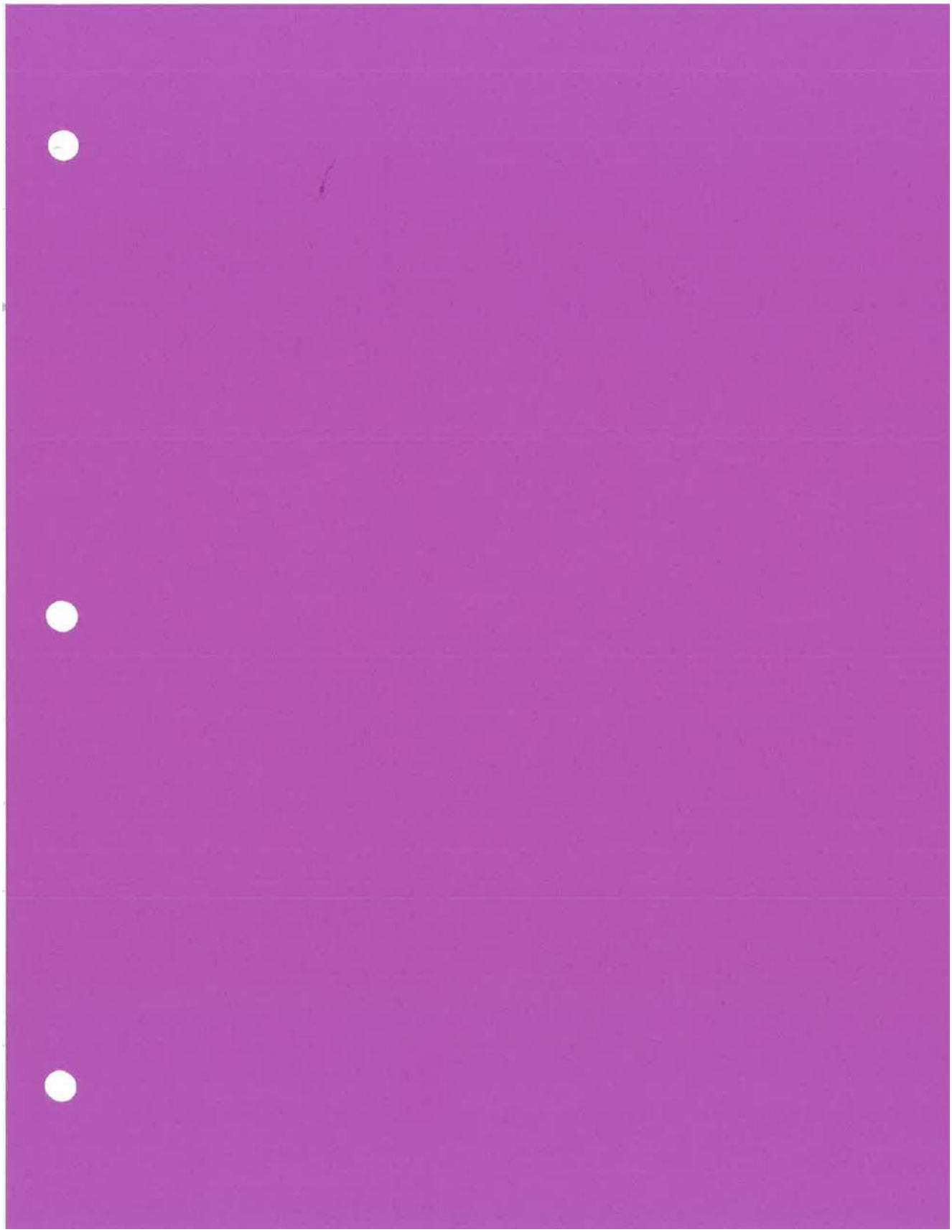
PECCOLE RANCH MASTER DEVELOPMENT PLAN PHASE II AS BUILT

LAND USE	ACRES	NET DENISTY (as built)	BUILT UNITS	NET UNITS REMAINING*
Single-Family	362.6	5.06 du/ac	1,838	969
Multi-Family	60.0	19.28 du/ac	1,157**	283
Commercial/Office	194.3	-	-	
Resort-Casino	56.0	-	-	
Golf Course Drainage	250	-	-	
Other Open Space	4.92			
Right-of-Way	53.7***	-	-	
Elementary School	-	-	-	
TOTAL	981.52	3.05 du/ac	2,995	1,252

* Net Unit Remaining is a theoretical number which depends on a legal assessment of whether any units remain with a built master development plan (PUD), when the declarant no longer exists. If they are determined to be remaining units still available for development, then those units would belong to the areas designated Single-Family and Multi-Family.

** entitled but not yet built included in total; 166 units at QR Towers, 300 units at Tivoli, and 100 units at Renaissance

*** ROW acres estimated and not included in total acres



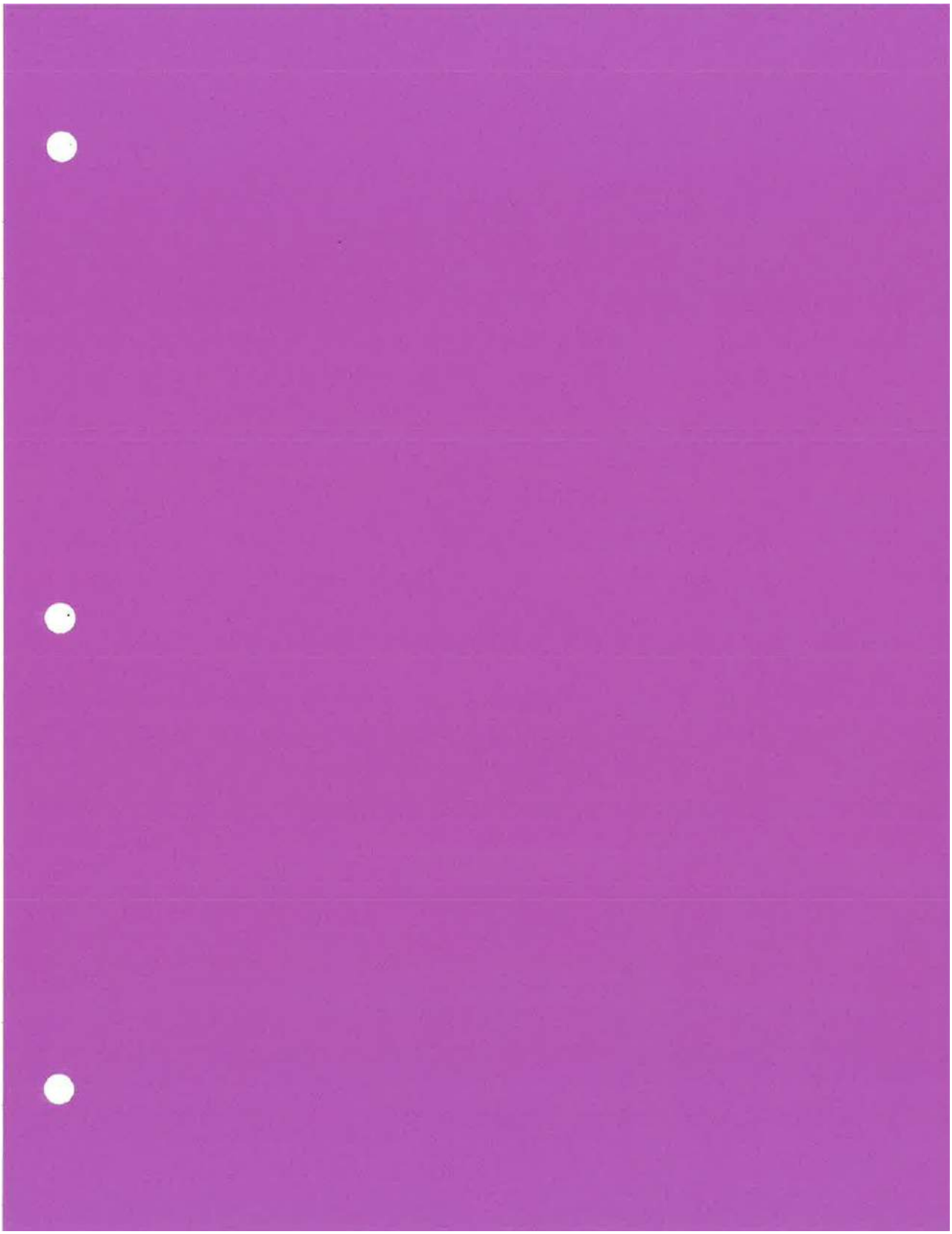
Peccole Ranch Master Development Plan History for Phase Two

Type of Development	Acres	DU/ACRE	NOTE
Single Family	401.0	2,807 net units	As Approved Under Entitlement - Z-017-90
Multi-Family	60.0	1,440 net units	As Approved Under Entitlement - Z-017-90
Golf Course Drainage	211.6		As Approved Under Entitlement - Z-017-90
166Phase Two Total Acres	996.4		

Name of Development	Zoning	Date of approval	Condition of Approval connecting it to the Peccole Ranch Master Development Plan (Z-17-90)	Units Constructed	Units entitled/not yet built	Current Density DU/acre
1 Stone Ridge Condominiums	Z-0017-90(10) for 372 Condos	04-04-90	Conformance to Peccole Master Plan, Phase II	372		18.6 du/ac
2 Canyon Vista	Z-0017-90(9) for 95 lots	04-04-90	Conformance to Z-0146-94 which says conformance to Peccole Master Plan	95		4.4 du/ac
3 Peccole Ranch Phase2	Z-0017-90(11) for 137 lots	04-11-96	Yes	137		6.4 du/ac
4 Peccole Ranch by Signature Homes	Z-0017-90(12) for 354 Lots	04-25-96	Yes	354		6.8 du/ac
5 Peccole West Lot 9	Z-0017-90(5) for 81 SF lots	03-23-98	plans shall be reviewed by the Peccole Arch. Review Com.	81		2.99 du/ac
6 Peccole West Lot 11	Z-17-90(7) for plot plan and elevations 44 lots	12-14-95	Yes	44		1.15 du/ac
7 Peccole West Lot 12	Z-146-94 from U to R-PD7 Z-146-94 (1) for 263 units Z-49-95 from C-1 to R-PD7 adding 19 acres of residential Z-0049-95(1) for 263 Lots	08-10-95	Yes, for Z-146-94 Refers back to Z-146-94 Z-49-95 Site development to comply with Peccole Ranch Comply with Z-146-94 and Z-49-95	279		3.55 du/ac
8 Peccole West 10 Parcel 18	Z-146-94 from U to R-3	01-04-95	Yes, for Z-146-94	108		3.53 du/ac
9 Peccole West Lot 19 and Lot 20	Z-17-90(20) for 76 lots	08-14-97	Architectural plans shall be reviewed by the Peccole West Arch. Review Com.	60		1.65 du/ac
10 Queensridge Fairway Home	Z-0146-94 from U to R-3; Z-0134-97 from U and R-3 to R-PD10 for 205 lots	02-09-98	Yes, for Z-146-94 No for Z-0134-97 condition, reduced open space approved (11%) due to being adjacent to golf course, reducing the need for community open space	206		10 du/a
11 San Michelle North	Z-146-94 from U to R-3	01-04-95	Yes, for Z-146-94	45		2.61 du/ac

Name of Development	Zoning	Date of approval	Condition of Approval connecting it to the Peccole Ranch Master Development Plan (2-17-90)	Units Constructed	Units entitled/not yet built	Current Density DU/acre
12 Winsor at Queensridge	Z-146-94 from U to R-PD7 to R-3 Z-0043-98 from U under ROI to R-PD7 to PD Z-0043-98 (4) for 300-unit time share plus commercial under ROI to PD ZON-1340 from U to R-PD10 Under ROI to PD SDR-1341 – 166 SF lots for R-PD10 zoning	02-05-03	Yes, for Z-146-94 No for ZON-1340 staff report does indicate pervious zoning actions	166		9.89 du/ac
13 Queensridge Tower	Z-146-94 from N-U to R-3 Z-78-97 from U to PD for 3, 12-story 56 unit condos SDR-4206 for 2, 16 story and 2, 18 story towers 385-unit condo ZON 4205 from R-PD7 to PD MOD-53701 and SDR-53503 to add 166 – units of condo (not yet constructed)	07-07-04 08-06-14	Yes, for Z-146-94 Yes, for Z-78-97 Yes, per condition Conformance with approved master development plan	219	166	19.54 du/ac
14 Tivoli	Z-17-90 Peccole Ranch Master Development Plan 12/31/92 District Court Order Directed Z-0024-93 From N-U under ROI to C-1 to R-PD16 SDR-10770 340 condo units SDR-52089 reduced to 300 units	04-21-93 01-14-14	12/31/92 District Court Order Directed petitioner (William Peccole) to file an application to downzone C-1 to R-PD-16 for 11 acres north of the Peccole Ranch Regional Mall and to downzone 61 acres of undeveloped acres of C-1 property north of Alta Drive to R-1	Under construction	300	

Name of Development	Zoning	Date of approval	Condition of Approval connecting it to the Peccole Ranch Master Development Plan (Z-17-90)	Units Constructed	Units entitled/not yet built	Current Density DU/acre
15 Renaissance	Z-17-90 Peccole Ranch Master Development Plan Z 0024 93 From N-U under ROI to C-1 ZON-41312 PD to PD SDR-41313 Commercial plus 100 multi-family units	 04-21-93 06 15 11	See court case Above Expunged under laying zoning		100	
16 Tuscany Hills	Z-17-90 Peccole Ranch Master Development Plan 12/31/92 District Court Order Directed Z-0024-93 from N-U to R-1 zoning Z-0035-95 N-U under ROI to R-1 to R-PD4, waiver granted from open space requirement	 04-21-93 06-21-95	See court case Above Expunged under laying zoning	29		
17 Angel Park Ranch	Z-0034-81 R-1 approved Z-17-90 Peccole Ranch Master Development Plan Z-0024-93 from N-U to R-1 zoning Z-0024-93(1) for 107 SF lots	 04-21-93 07-07-93	See court case Above Expunged under laying zoning	234		



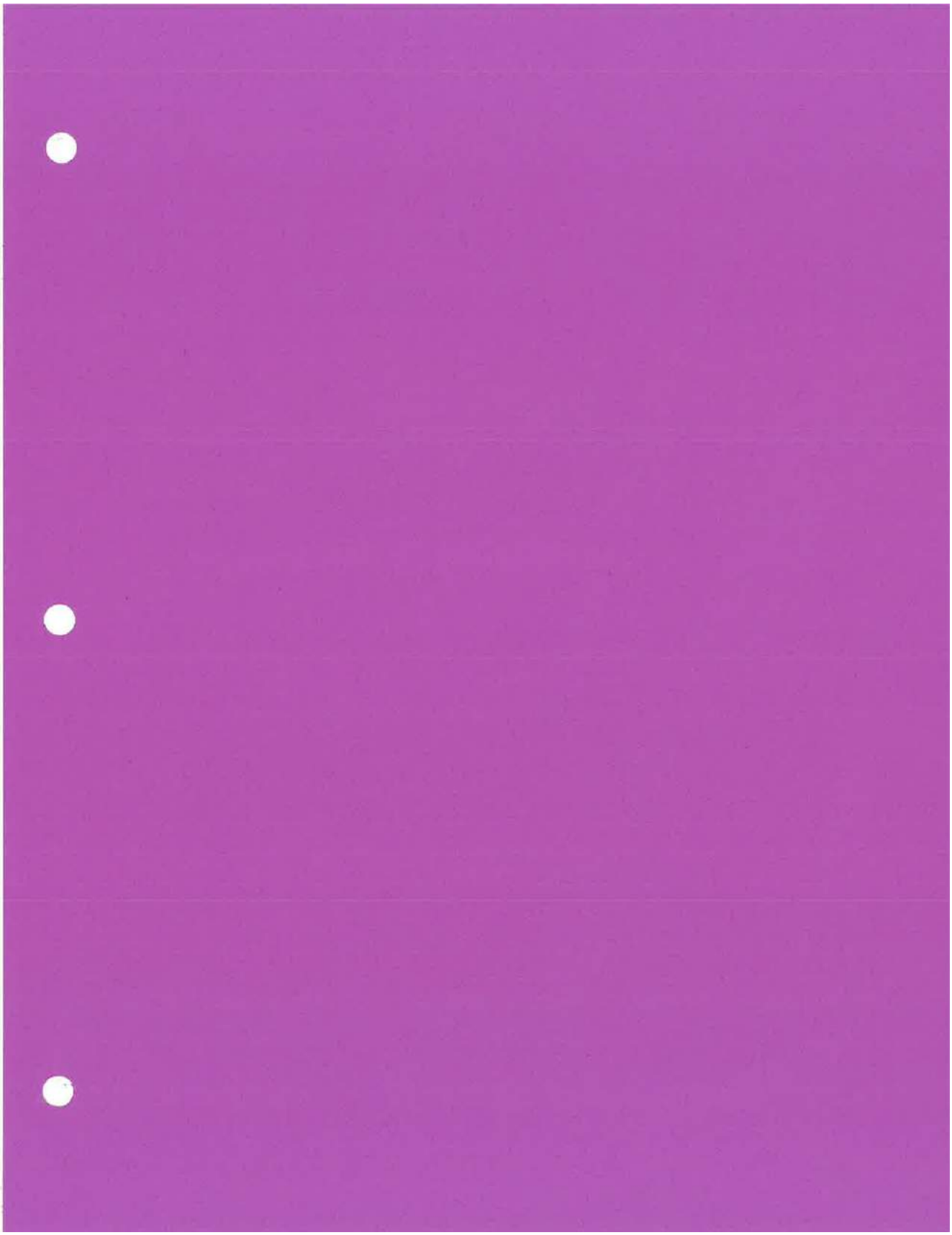
PECCOLE RANCH

LAND USE DATA

PHASE TWO

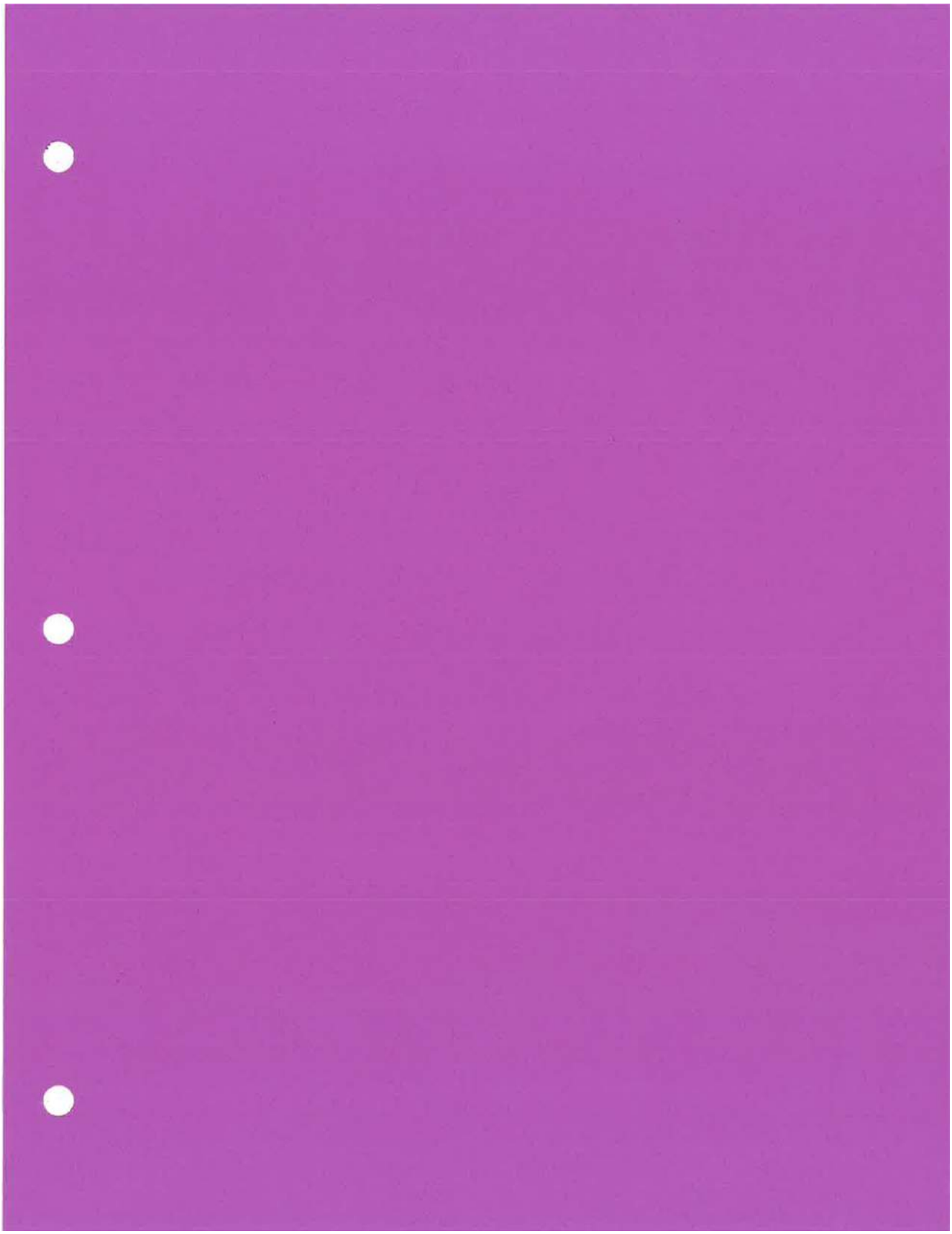
LAND USE	ACRES	NET DENSITY	NET UNITS
Single-Family	401.0	7.0 du/ac	2,807
Multi-Family	60.0	24.0 du/ac	1,440
Commercial/Office	194.3	-	-
Resort-Casino	56.0	-	-
Golf Course Drainage	211 6	-	-
Right-of-Way	60.4	-	-
Elementary School	13.1	-	-
TOTAL	996 4	4.5 du/ac	4,247

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



Queensridge
Aerial Showing Unit Counts for Phase II Boundaries
GLOGARCIA
A Planning & Development Services Corporation
May 2016
13 - Queensridge Tower
14 - Tivoli
15 - Renaissance
1 - Stone Ridge Condo
Durango
Fort Apache
Charleston
Town Center
Pisgott
Jacobson
Deroche
16304
16305
16306
16307
16308
16309
13833
13832
13831
13736
6401

ROR023118



PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101
702.214.2100

DECLARATION OF CLYDE O. SPITZE

I, Clyde O. Spitze, being duly sworn, declares as follows:

1. I have personal knowledge of the facts stated herein and am competent to testify to those facts. I am above the age of 18.

2. In 1972 I was working at the civil engineering firm VTN of Nevada. In that role, William Peccole became one of my clients. From 1972 up through 2005, when I retired, I continued to do work for Mr. Peccole.

3. In the various engineering firms for which I have worked or been affiliated, I was intimately involved in the creation and implementation of the Master Plan for Peccole Ranch, including Peccole Ranch Phase II, working as Mr. Peccole's manager of engineering.

4. I am aware that the entities affiliated with Yohan Lowie are presently attempting to claim that the land use designation of the Badlands Golf Course as being devoted to parks/recreation/open space ("PROS") was somehow a purported mistake, done without the property owners' knowledge or consent. That claim is untrue. I personally managed the civil engineering work for Mr. Peccole concerning Phase II of the Master Plan, which included the Badlands Golf Course. That property was specifically and expressly designated as open space by Mr. Peccole pursuant to the terms of the Master Plan and at no point in time was there ever discussion that the property would be used for residential or other development. To the contrary, it was expressly identified and reserved as open space, in no small part because it constituted the required drainage for the Phase II development.

5. In fact, in 1996 as part of the golf course's expansion to add an additional nine holes, I sought clarification from the City of Las Vegas – at Mr. Peccole's request – to confirm that the approved zoning for the property of RPD-7 was in no way incompatible with the land use designation for the golf course/open space. The reason that we wanted this confirmation from the City was because a prospective buyer's bank was loaning monies for development of residential lots along the golf course frontage. The bank wanted confirmation that the golf course usage was compatible with the approved zoning. After all, the bank did not want the

Submitted at Planning Commission
by Clyde Spitze
Date 2/14/17 Item 21-24

collateral for its loan – the residential lots – to be impacted if the golf course was not properly designated and approved.

6. Attached hereto as Exhibit A is a true and correct copy of my September 4, 1996 letter to the City of Las Vegas seeking confirmation as the bank required. This letter was written to meet the bank's requirements that no development would be constructed in this open space as it wanted development of a golf course which assured the lenders that their collateral was adequately protected against future development. Based upon my many years of experience and many years of discussions with Mr. Peccole, I do not believe that the bank would have provided funding had it been told that the golf course/open space was not appropriately designated as such under the City's plans. To the contrary, that is precisely why I was instructed by Mr. Peccole to obtain assurances from the City for the client's bank's protection. Attached hereto as Exhibit B is a true and correct copy of the October 8, 1996 letter I received in response from the City confirming that the golf course was part of the Peccole Ranch Master Plan Phase II and that the expansion of the golf course was in conformity with the zoning approvals.

7. I can attest that Mr. Peccole was a man of his word and he would have never allowed me or anyone else to make these representations to a bank – or obtain confirmation from the City upon which to make such a representation – if the golf course/open space/drainage property was available for residential development as opposed to the expressed uses designated in the Master Plan as well as the City's General Plan. That would have been fundamentally at odds with the purpose of my September 4, 1996 letter and providing the lender the City's confirmation of October 8, 1996.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct to the best of my recollection and that I executed this declaration on this 1st day of February 1, 2017.

CLYDE O. SPITZE

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101
702.214.2100

PENTACORE

Land Engineering
Construction Management
Land Surveying
Planning
ADA Consulting

0171 0030

September 4, 1996

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

RE Badlands Golf Course, Phase 2

Dear Bob

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

Thank you for your consideration in this matter

Sincerely,

Clyde O Spitze
Vice President

RECEIVED
SEP 4 4 58 PM '96
PLANNING AND DEVELOPMENT

7-146-94
Z-17-90

GPA-68385

6763 West Charleston Boulevard • Las Vegas, Nevada 89102 • (702) 259-0115 • Fax (702) 258-4956

PRJ-67184
12/28/16

ROR023122

24531

CITY of LAS VEGAS

PLANNING AND DEVELOPMENT DEPARTMENT

October 8, 1996

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

Re BADLANDS GOLF COURSE, PHASE 2

Dear Mr Spitze

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

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

Very truly yours,

Robert S Genzer, Planning Supervisor
Current Planning Division

RSG erh

GPA-68385

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

CLV 7009

CITY OF LAS VEGAS NEVADA

PRJ-68385

ROR023123

24532

December 27, 2016

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

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

Dear Mr. Perrigo,

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

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

Thank you for your conside ation.

Sincerely yours,

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

GPA-68385

PRJ-67184
12/28/16

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

ROR023124

24533

Planning & Zoning 101

- **QUESTION: Does zoning "Trump" the LVC 2020 Master Plan (Also referred to as "General Plan") and its land use designations as argued by the Developer and the City Planning Department (EXHIBIT 1 & 2) or does zoning only implement the allowable densities and corresponding zoning categories provided under the General Plan?**

- **ANSWER:** NRS Chapter 278, the City's General Plan and City Code, the Nevada Supreme Court and the City's own approvals regarding the Peccole Ranch Master Development Plan – Phase II, confirm the Developer and the City's Planning Department are 100% wrong and zoning does not "Trump" the City's General Plan.

Creation of City's General Plan

- In April, 1990, when the City Council approved the Peccole Ranch Master Development Plan – Phase II ("Peccole-Phase II"), the City had previously adopted a General Plan pursuant to NRS 278.150 which provided for Residential Planned Development Districts. ("RPDs") (Exhibit 3)

- The City ordinance then in effect, 19.18.030, clearly states the number of dwelling units per GROSS acre in the R-PD District shall be determined by the General land use Plan. (Exhibit 4) This requirement has not changed since that time.

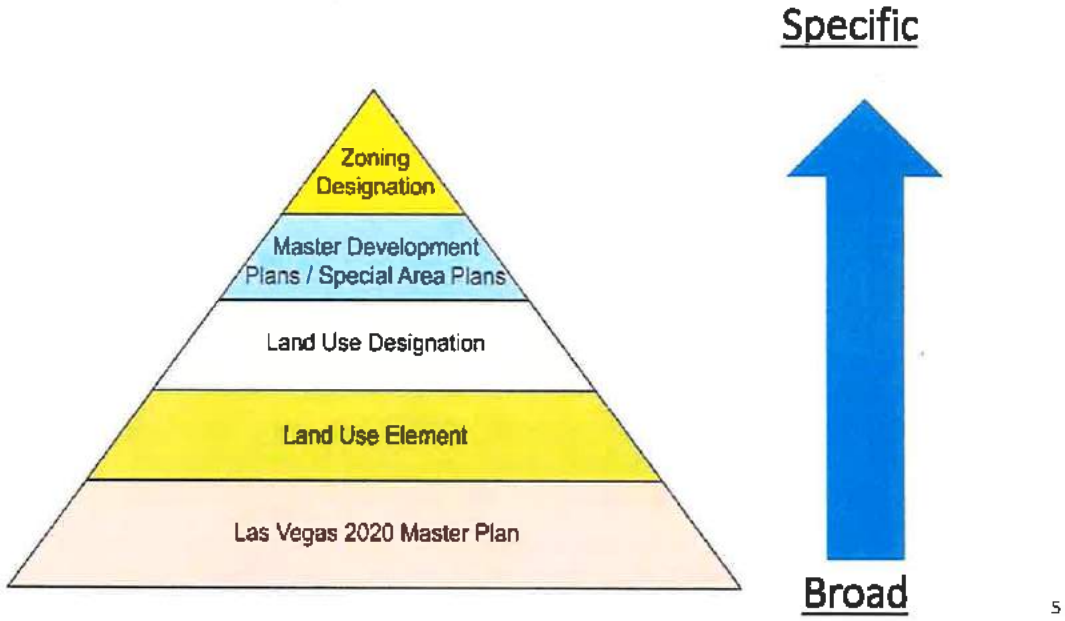
- In 1992, the City adopted a more complete General Plan and that General Plan has evolved into the current C-LV 2020 Master Plan.

The City's General Plan/Master Plan Is Entitled "The Las Vegas 2020 Master Plan".

- The **General Plan/Master Plan** is the foundation for land use planning by units of local government. The Plan provides a vision for the foreseeable planning horizon – usually 10 to 20 years – and translates it into goals and policies for the physical development of the city or county. All other land use ordinances, policies and practices flow from the general plan. The General Plan/Master Plan covers all of the land within the jurisdiction and any additional land that, in the agency's judgment, bears relation to its planning. (Land Use Elements, Page 19)
- NRS 278
  - The State of Nevada pursuant to **NRS 278.150** requires the City to prepare and adopt a comprehensive, long-term general plan for the physical development of the city.
  - pursuant to **NRS 278.160** the General Plan must include the following
    - A land use plan, including an inventory and classification of types of natural land and of existing land cover and uses, and comprehensive plans for the most desirable utilization of land.
    - The land use plan; must, if applicable, address mixed-use development, transit oriented development, master-planned communities and gaming enterprise districts.
    - As previously set forth, the City of Las Vegas adopted its first General Plan prior to the 1990 approval of Peccole – Phase II.

Land Use Hierarchy CLV 2020 Master Plan

The land use hierarchy of the city of Las Vegas is designed to progress from broad to specific.



The Following are the various levels established by the Land Use Hierarchy in the CLV 2020 Master Plan

- Land Use Element (Page 7)
- Land Use Designations (Page 8)
- Master Development Plans/Special Area Plans (Pages 9 & 10)
- Zoning designation (Page 11)

Land Use Element

- Land Use Element of the CLV General Plan - is the central element of the General Plan. It serves as the long-range planning tool used in conjunction with other elements of the Master Plan to guide the city's future growth, revitalization, and preservation efforts.
- Land Use Element is designed to provide updated information regarding existing land use and to be a quick reference for future land use definitions, **allowable densities** and **corresponding zoning** categories.

Land Use Designations

Table 5: Master Plan Land Use Designations

Master Plan Land Use Designations	RESIDENTIAL									COMMERCIAL/ INDUSTRIAL				OTHER				
Master Plan Designation	RNP	DR	R	L	ML	MLA	M	H	PCD	O	SC	GC	LMR	TC	PR-OS	PF	TND	LVMD
Maximum Allowable Density (Units Per Acre)	2.00	2.49	3.59	5.49	6.49	12.49	25.49	≥25.5	8.00	N/A	N/A	N/A	N/A	See Town Center Chart	N/A	N/A	Variable†	See Las Vegas Medical District Chart
Allowable Zoning Categories	U*, R-E	U, R-E	U, R-E, R-D, R-1	U, R-1, R-E, R-D, R-SL, R-MH	U, R-E, R-1, R-2, R-SL, R-CL, R-MH,	R-2 R-TH R-MH	R-3, R-2 R-TH	R-4, R-3, R-2 R-TH	PD ‡	O, P-O	C-1, O, P-C	C-2, C-1, O, P-O	M, C-M, C-2, C-1, O, P-O	See Town Center Chart	C-V	C-V	R-4, R-3, R-2, R-1, R-E, C-2, C-1, O	See Las Vegas Medical District Chart

** Per LVMC Title 19.18.020, an undeveloped property may be zoned U (RNP) until it is rezoned or until such time as a proper classification is determined.*
† The density of a development within the TND category is limited by the approved Zoning Districts or the Development Standards and Design Guidelines document in the case of an approved master planned development.
‡ The PD Zoning District shall require a minimum acreage of 40 acres.

- All 27 holes of the Badlands Golf Course have been officially designated PR-OS by the City pursuant to the above Land Use Designations in the General Plan/Master Plan for more than 20 years. PR-OS does not provide for any allowable residential density.
- The only allowable zoning category under PR.OS is CV ("Civic"). R-PD7 is not certified as an allowable zoning category in the PR-OS

Master Development Plan

- Master planned areas are comprehensively planned developments that are Consistent with the General Plan and other applicable plans, policies, standards and regulations.
- Master Development Plan: A specific written plan with accompanying land use maps and text which identify, with respect to any PUD including RPD, PD, and PCD District development, the proposed location and size of development parcels, **land uses** and **zoning designations**; transportation plans and a traffic impact analysis; **open space**, community facilities and amenity plans; and the applicable development regulations and design standards
- Peccole – Phase II is an approved Master Development Plan in conformance with the City's General Plan
  - Exhibit 5: City Council minutes of April 4, 1990 (At the Planning Commission meeting, staff indicated that the density of the Master Plan was within the average density of 7 unites per acre **recommended in the General Plan**)
  - Exhibit 6: City's confirmation letter dated January 29, 1991.

Master Development Plan – Cont.

The Peccole Ranch Master Development Plan Phase II: Conforms to the General Plan

- Conformance to the General Plan Requirements:
  - Provides for an Efficient, orderly and complementarity variety of land uses.
  - Encourages the master planning of large parcels under single ownership....to ensure a desirable living environment...
  - Provides for the continuing development of a diverse system of open space. (Page 17 of the Peccole Ranch master Development Plan Phase II as adopted by City Council April 1990)
  - According to the General Plan, Peccole Ranch is a **Master Development Plan which conforms**, and is similar to others located within the Southwest Sector: Canyon Gate, Desert Shores, The Lakes, Ranch South Shores, Summerlin North, Summerlin West & Sun City.
    - Exhibit 7: Excerpt from 1992 General Plan
    - Exhibit 8: Excerpts from Land Use element
    - Exhibit 9: Southwest Sector Land Use categories map, revised February 18, 2015

Zoning Designation

The Relationship of Zoning to the City's Master/General Plan is set forth in Title 19 and specifically in 19.00.040

"The adoption of this Title is consistent and compatible with and furthers the goals, policies, objectives and programs of the General Plan.

For purposes of this Section, "consistency with the General Plan" means not only consistency with the Plan's land use and density designations, but also consistency with all policies and programs of the General Plan, including those that promote compatibility of uses and densities, and orderly development consistent with available resources."

Zoning Implements Densities Established by the General Plan/Master Plan and Zoning must be in Conformance with the General Plan

- State of Nevada: The zoning regulation must be adopted in accordance with the City's Master Plan for land use (NRS 278.250-2).
- See Land Use Element – Page 7.
- Unified Development Code of the City of Las Vegas (Title 19): Any zoning or rezoning request must be in substantial agreement with the Master Plan (General Plan) as required by Nevada Revised Statutes 278.250 and Title 19.00 of the Las Vegas Municipal Code.
- NOVA Horizon v. City Council, Reno 105 Nev. 92,02 (1989)
  - The Nevada Supreme Court held that a Zoning Authority must adopt zoning regulations that are in substantial agreement with the Master Plan (NRS 278.250.2) including any land use guide (NRS 278.010). The court further "...determined that Master Plans are to be accorded substantial compliance under Nevada's Statutory scheme..."
- Approval of Peccole – Phase II by City Council in April, 1990 required densities to be in conformance to the General Plan (Exhibit 5).

CONCLUSION

It is irrefutable that zoning regulations only implement, not create, the densities provided for in the City's Master Plan and any zoning must be in substantial conformance to the allowable densities established in the City's land use element.

(Footnote: The developer predicates its claim that zoning "Trumps" the General Plan based upon an erroneous belief that there was pre-existing zoning (R-PD7) on the golf course property before the City adopted its General Plan in 1992. (See Exhibit 2) First, the City had a General Plan when Peccole-Phase II was approved in 1990 and the City's approval references conformance to the existing General Plan. Second, and more importantly, the pre-existing zoning resolutions of intent regarding Peccole Phase II were specifically expunged by the City when it approved the three zoning categories – R-PD7, R-3 & C-1, for Peccole-Phase II in April 1990. – (Exhibit 6)

EXHIBIT 1

January 9, 2017

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

Dear Neighbor,

The General Plan Amendment ("GPA") on Parcel No. 138-31-702-002 from PR-OS (Parks, Recreation and Open Space) to L (Low Density Residential) is an administrative corrective action directed by City of Las Vegas Planning Staff to bring the City of Las Vegas 2020 Master Plan into conformance with the already existing R-PD7 zoning (Residential Planned Development District – 7.49 Units per Acre). The current PR-OS designation does not reflect the underlying residential zoning of R-PD7 or the intended residential development use of the Property, as illustrated by the attached 61 Lot Subdivision, an application for which, is currently in process.

Please be aware that City of Las Vegas Planning Staff has recommended approval of the Applicant's February 14, 2017 abeyance request and this abeyance request will be heard at tomorrow night's Planning Commission meeting. As always, if you have any additional questions and/or concerns please feel free to contact Jennifer Knighton at 702-940-6930 or jknighton@ehbcompanies.com to schedule a time to speak or meet.

Sincerely yours,

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

EXHIBIT 2

Electronically Filed
01/28/2017 12:03:01 AM

CLERK OF THE COURT

ROPP
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Nevada State Bar No. 00264
JIMMERSON LAW FIRM, P.C.
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Las Vegas, Nevada 89101
Telephone: (702) 388-7171
Facsimile: (702) 380-6422
Email: jjj@jimmersonlawfirm.com
Attorneys for Fore Stars, Ltd., 180 Land Co., LLC and Seventy Acres, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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 CAROL YN 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

Plaintiffs,

vs.

FORE STARS, LTD., a Nevada Limited Liability Company; 180 LAND CO., LLC, a Nevada Limited Liability Company; SEVENTY ACRES, LLC, a Nevada Limited Liability Company; and THE CITY OF LAS VEGAS,

Defendants.

CASE NO. A-15-729053-B

DEPT. NO. XXVII

Courtroom #3A

DEFENDANTS FORE STARS, LTD., 180 LAND CO., LLC AND SEVENTY ACRES, LLC'S REPLY in support of MOTION TO DISMISS FIRST AMENDED COMPLAINT And OPPOSITION TO COUNTERMOTION UNDER NRCP 56(f)

Come now Defendants Fore Stars, Ltd., 180 Land Co., LLC and Seventy Acres, LLC (at times collectively "Defendants") and hereby file this Reply in support of their Motion to Dismiss Plaintiffs' First Amended Complaint, and Opposition to the Countermotion under NRCP 56(f). This Reply and Opposition is based on NRCP 12(b)(5), the attached memorandum of points and authorities, the

foreshadowed by Mr. Bice as part of his December, 2015 press interview), premised on the same argument that they had "vested rights" that they could assert pursuant to the Master Declaration and their purchase documents. In the course of four (4) months, there were ninety (90) filings in that case, including a Motion to Dismiss by Defendants. Judge Denton did not have the benefit of the extensive record when ruling on the first Motion to Dismiss in this case. Judge Smith specifically found[5] that:

- Queensridge Master Planned Community was **not** a 278A PUD community;
- NRS 278A did not apply to the Queensridge Master Planned Community;
- Queensridge was a CIC under NRS 116;
- NRS 278A does not apply to common interest communities;
- Defendants' actions in creating parcel maps were proper;
- Defendants have hard zoning and a right to develop the Land;
- The Master Declaration, and its' restrictions, do not apply to the Land.

C. **Plaintiffs Red Herring Arguments.**

Plaintiffs attempt to confuse and/or mislead this Court by pointing to an erroneous and irrelevant PR-OS land use element, which they contend allegedly prevents the Land from being developed as residential. But as the Planning Director and Assistant Planning Director repeatedly confirmed, "One has the right to petition the government–regarding land use entitlements or applications and ultimately the City Council will make their decision." *See* excerpts of Deposition of Tom Perrigo and Peter Lowenstein, attached as **Exhibits "EE"** and **"FF."**

Land use is only a planning tool to get to zoning that either identifies how the land is presently being used or provides guidance as to the preference of how it should be used in the future, but that between the two, zoning "trumps" the General Plan and its land use designation. *See* excerpts of Deposition of Tom Perrigo and Peter Lowenstein, attached as **Exhibits "GG"** and **"HH."** Indeed, the *Cassinelli v. Humboldt County* decision, *Exhibit "I"* to the Motion to Dismiss, confirms at p. 5 that "because the zoning ordinance existed before the…master plan, and the county did not revise its zoning ordinances after the master plan was adopted, NRS 278.250 (2) does not apply," and further concluded that "master plans should not be viewed as a 'legislative straightjacket from which no leave

[5] See November 30, 2016 Findings of Fact, Conclusions of Law and Order Granting Defendants' Motion to Dismiss, attached as **Exhibit "MM,"** Findings No. 41-74.

can be taken'—local discretion is permissible." Once you have the zoning, the head is effectively removed from the body, unless you seek a change.

The City of Las Vegas Land Use & Rural Neighborhoods Preservation Element of the 2020 Master Plan, adopted by the City Council on September 2, 2009 and revised on May 8, 2012, provides at page 19 the land use hierarchy demonstrating how the City of Las Vegas uses the Master Plan, Land Use Element, Land Use Designation, and Master Development Plans to get to zoning. ' *See* Land Use Hierarchy Table, attached as **Exhibit "H."** The only time the Master Plan or any of the other "layers" need to be revisited is when one is requesting a change in existing zoning. But Defendants have always had the right, and retain the right, to develop the Land within its existing R-PD7 zoning entitlements:

The land use element passed in 1992 to be generally applied in the neighborhood of Defendants' property at no time affected Defendants' ability to develop its property or the precedence of its zoning entitlements. Specifically, Bill No. 92-2, Ordinance No. 3636, dated April 1, 1992, which adopted a Land Use Element for the Southwest Sector, *specifically exempted the Land Use Designation from affecting in any regard Defendants' predecessor's ability to develop its property* in SECTION 3, providing:

> The adoption of the General Plan referred to in this Ordinance **shall not be deemed to modify or invalidate any proceeding, zoning designation, or development approval that occurred before the adoption of the Plan** nor shall it be deemed to affect the Zoning Map adopted by and referred to in LVMC 19.02.040." *See* Bill No. 92-2, **Exhibit "JJ,"** at Section 3.

Further, NRS 278 is explicit that in the event that a Land Use Designation of a City's Master Plan (generally referred to as "General Plan") is inconsistent with the zoning entitlements, the zoning entitlements and ordinances shall take precedence. NRS 278.349(3)(e), for example, provides:

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

D. Plaintiffs Are Not Aggrieved Parties With Standing to Complain About Parcel Maps on Adjacent Land, Particularly When The Proper Process Was Followed.

Plaintiffs ridiculously allege that Defendants were engaged in "serial mapping" to allegedly conceal from Plaintiffs and other homeowners their plans and "evade the law." That is patently untrue, as evidenced by Defendants' transparency through multiple meetings held at the Queensridge HOA to

the land use?

A. The -- not instances. Again, my understanding, and I probably have to defer to the City Attorney's Office with whom I have had conversations regarding this exact question --

Q. Don't tell me exactly what they have told you. I'm trying to understand what your position is.

A. I'm not going to tell you what they told me.

Q. Okay.

A. My position is that the zoning is the -- what's the proper way to say it? The zoning governs more -- I guess zoning first, land use second.

Q. So --

A. If the land use and the zoning aren't in conformance, then the zoning would be a higher order entitlement, I guess.

Q. So it's your position that zoning supercedes the general plan --

A. Yes.

Q. -- or the master plan?

A. Yes.

Q. Is that spelled out anywhere in the City's code?

EXHIBIT 3

A. INTRODUCTION

The Short-Range Plan contains the administrative mechanism whereby the city seeks to support and fulfill the concepts contained in the policies and programs enumerated in the Long and Mid-Range plans. The Short-Range Plan presents a procedure by which the city's objectives can be measured and the day-to-day task of analyzing urban development can be charted.

In essence, this portion of the General Plan becomes an implementing tool to achieve the standards established for tomorrow's growth. Because of the active nature of the Short-Range Plan, it is more precise and is formatted differently than the prior plans. Its purpose is to assist in the provision of appropriate and compatible land uses.

In this context, the focus of the General Plan, as presented in the Short-Range Plan, switches away from goals, policies and programs and proposes land use concepts as a systematic method to integrate the objectives of the previous plans. The Short-Range Plan becomes less abstract. It encourages development which will accommodate and improve the diverse lifestyles desired by Las Vegas residents.

B. CONCEPT OF THE SHORT-RANGE PLAN

This section of the General Plan develops a format which is useful, consistent, and will, in fact, promote the vast arrangement of different living environments needed in the City of Las Vegas. The City's approach to addressing this need was to develop planning districts based upon the intensity of urban development expressed in terms of population per square mile. Each square mile and the population density contained within it become a basic planning and measuring unit from which almost all additional calculations are made. This planning unit is referred to as a Residential Planning District. The combination of two or more Residential Planning Districts of a predominant or homogeneous characteristic are classified as a Community Profile. The merger of the Community Profiles produces the geographical area called Las Vegas.

C. RESIDENTIAL PLANNING DISTRICTS (RPD'S)

The policies contained in the Short-Range Plan focus on residential development. To accommodate different living environments and lifestyles, the Short-Range Plan provides three basic types of Residential Planning Districts: Urban, Suburban and Rural. Flexibility and variation in the types and development densities in each RPD are provided by a range of density categories. An RPD is a geographic area that is generally one-mile square and bounded by primary thoroughfares.

Each of the three basic residential planning districts reflects design concepts and distinctive residential lifestyles. A district may include several types of development; however, each type of planning district will retain an overall character and density established by the General Plan. The Community Profiles, when taken together, include all the RPDs in the City and reflect the composite population established for the entire city. The three types of residential planning districts are described as follows:

Not all Residential Planning Districts will be optimum size. Portions of Residential Planning Districts may also contain non-residential development or uses that do not relate directly to the needs of the area. When this occurs, Table 3.2 is to be utilized to determine the reduction factor as well as the designed dwelling units and population for each type of residential planning district.

TABLE 3-2
RPD Population & Dwelling Units — Reduction Factors

Percent of Area[1]	Reduction Factor	Urban RPD Population	Urban RPD Units	Suburban RPD Population	Suburban RPD Units	Rural RPD Population	Rural RPD Units
10- 19%	.15	16,100	8,300	10,200	3,700	2,500	900
20- 29%	.25	14,200	7,300	9,000	3,300	2,200	800
30- 39%	.35	12,400	6,400	7,800	2,900	1,900	700
40- 49%	.45	10,500	5,400	6,600	2,400	1,600	600
50- 74%	.63	7,000	3,600	4,400	1,600	1,100	400
75-100%	.88	2,300	1,200	1,400	500	400	200

[1]Percent of land area in other uses not listed in the RPD residential or non-residential standards as specified in Table 3.1.
NOTE: Population and dwelling units may not correlate due to rounding.

E. MIXTURE OF DENSITY CATEGORIES WITHIN RESIDENTIAL PLANNING DISTRICTS

While each of the aforementioned types of residential planning districts define an overall character of development, a variation in residential densities can be expected to occur within each RPD. Each of the three types of living environments and accompanying lifestyles include a range of residential categories. For example, an Urban Residential Planning District can include both high-density apartments and small lot single family homes. The Rural Residential Planning district is designed to permit a range of housing from conventional single family tract homes, to estate size single family homes on several acres.

The population and density capacities for each of the residential planning districts are summarized in Table 3.3.

TABLE 3-3
Residential Planning Districts Planning Capacities

RPD Type	Population Per Square Mile	Dwelling Units Per Square Mile	People Per Gross Acre
Urban	17,000-19,000	9,800	26.6-29.7
Suburban	11,000-12,000	4,400	17.2-18.8
Rural	2,500- 3,000	1,100	3.9- 4.7

Table 3.4 sets forth guidelines for the mix of residential densities that can be expected in each type of residential planning district. If one of the density categories is exceeded in any particular residential planning district, the difference must be made up from other density categories in order to maintain the same overall character and density pattern within the residential planning district.

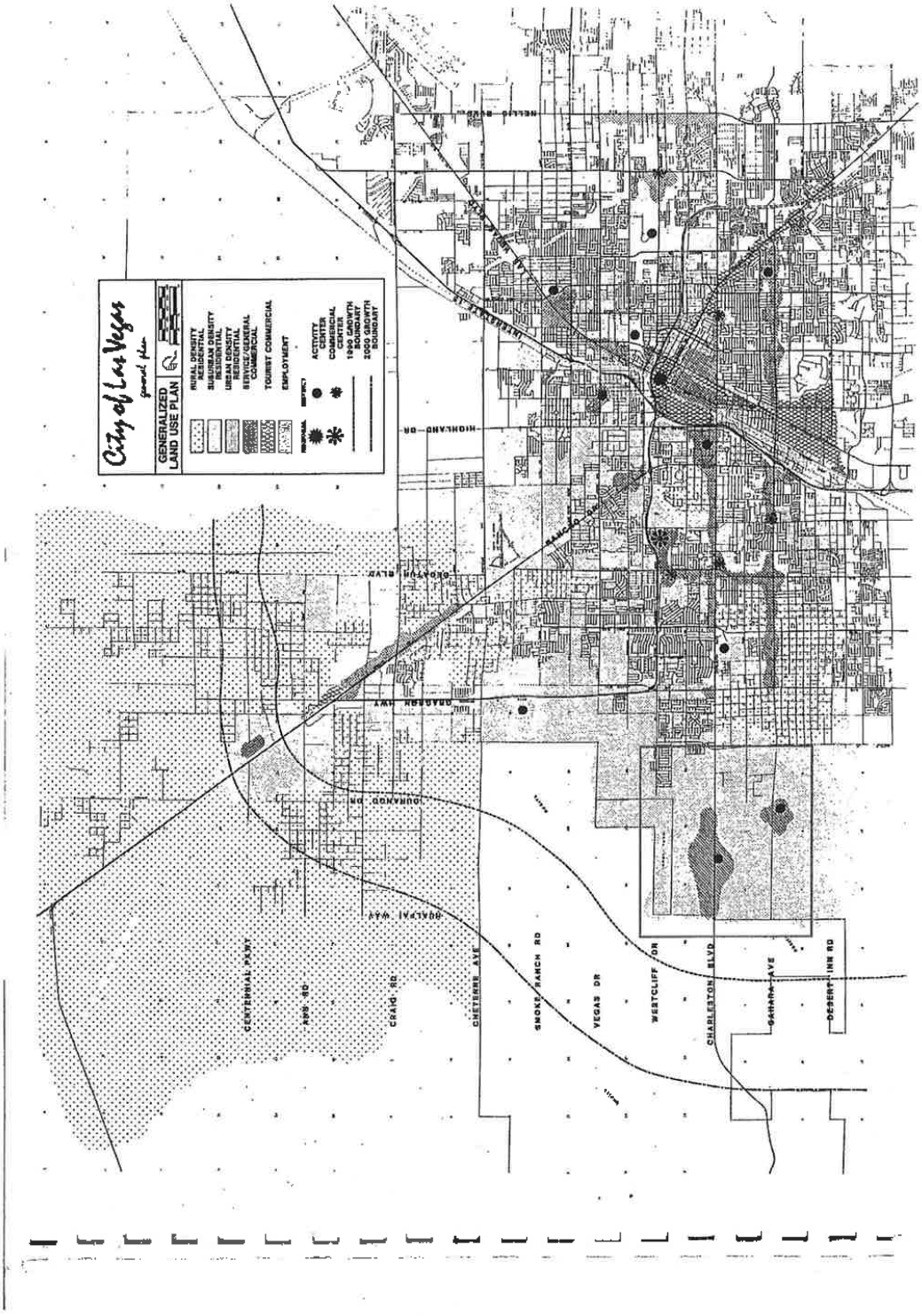
TABLE 3-4
RPD Density Ratios
Percent of Residential Land Area by Type of Dwelling Unit Density

Density Category DU's/ Gross Acre	High Over 20	Medium 12-20	Medium Low 6-12	Low 3-6	Rural 0-3
RPD					
Urban	50%	25%	25%	0	0
Suburban	0	10%	60%	30%	0
Rural	0	0	0	15%	85%

F. COMMUNITY PROFILE SYSTEM

Community Profiles are designated areas of the City comprising two or more residential planning districts and having a predominant or homogeneous characteristic, such as the City's "downtown" area or the medical facility area in the vicinity of the Southern Nevada Memorial Hospital. The community profile maps reflect the preferred location and density ranges for the various types of land uses throughout the City. Consequently, there may be more area designated for certain types of land uses and greater densities than would ultimately be allowed for the purpose of providing development options. The amount of land allocated to the land uses and the densities on each profile map are continually balanced by City staff in conjunction with the Residential Planning District System to result in the designed number of residential dwelling units and support uses.

Sixteen Community Profiles, each with a separate land use map and supporting text, comprise the General Plan study area. This system of profile areas can be expended as circumstances require. These profile maps and texts enable the City to review individual development projects in terms of land use and the policies contained in the General Plan. Thus, land use totals will change over time as development occurs and the desired balance of uses is achieved.



ROR023150

24559

EXHIBIT 4

PD District, subject to the limitations set forth in Sections 19.55.010 and 19.55.020
(Ord. 3224 § 8, 1986)

19.18.027 Conditional uses. The following additional use is permitted in the R-PD District, subject to the securing of a special use permit in each case as provided in Chapter 19.90:

(A) Residential facility for adult care, provided it meets the criteria set forth in Section 19.10.060.
(Ord. 3251 § 13, 1986)

19.18.030 Density designation. The number of dwelling units permitted per gross acre in the R-PD District shall be determined by the General Land Use Plan. The number of dwelling units per gross acre shall be placed after the zoning symbol "R-PD"; for example, a development for six units per gross acre shall be designated as "R-PD6."
(Ord. 1582 § 3 (part), 1972: prior code § 11-1-11.B(C))

19.18.040 Size. The minimum site area requested in the R-PD District shall be five acres, except the Board of Commissioners may waive the minimum site area.
(Ord. 1582 § 3 (part), 1972: prior code § 11-1-11.B(D))

19.18.050 Presubmission conference — Plans required.

(A) Generally, a presubmission conference shall be required for a planned unit development with the developer, or his authorized representative, and staff of the Planning Department to discuss density requirements and preliminary site planning.

(B) Plans necessary for submission with an application for a planned unit development are as follows:

(1) Five sets of complete development plans showing the proposed uses for the property including dimensions and location of all proposed structures, parking spaces, common areas, private drives, public streets and the exterior boundaries. If the development is to be constructed in phases, each phase shall be delineated on the site plan. Each set of plans shall include floor plans and elevations of buildings;

(2) Drainage information which shall consist of either a contour map or sufficient information indicating the general flow pattern or percentage of slope;

(3) One copy of the conditions, covenants and restrictions (CC&R's).
(Ord. 1582 § 3 (part), 1972: prior code § 11-1-11.B(E))

EXHIBIT 5

G. ZONE CHANGE - PUBLIC HEARING

3. Master Development Plan Amendment related to Z-17-90

This is a request to amend a portion of a previously approved Master Plan for the Peccole Ranch Property, Phase II. Phase II contains 996.4 acres and comprises property located south of Angel Park between Durango Drive and Hualpai Way extending south to Sahara Avenue. There are 4,247 units proposed and the gross density for Phase II is 4.3 dwelling units per acre. A related item, Z-17-90, is Item X.G.4. on this agenda.

Master Development Plans have been approved for this property in 1981, 1986 and 1989. The portion identified as Phase I was approved as part of the 1989 Plan and is currently under development. The significant changes to this plan from the 1989 plan is the addition of a golf course, a larger resort/casino site and the 100 acre commercial center site north of Alta Drive, between Durango Drive and Rampart Boulevard. The proposed multi-family uses have been reduced from 105 acres to 60 acres. A 19.7 acre school site is designated on a site south of Charleston Boulevard. The following table indicates the proposed land uses and acreage for Phase II:

LAND USE	PHASE II ACREAGE	PERCENT OF SITE
Single Family	401	40.30%
Multi-family	60	6.02%
Neighborhood Commercial/Office	194.3	19.50%
Resort/Casino	56.0	5.62%
Golf Course/Drainage	211.6	21.24%
School	13.1	1.31%
Rights-of-Way	60.4	6.07%

At the Planning Commission meeting, staff indicated that the density of this Master Plan was within the average density of 7 units per acre recommended in the General Plan. Staff recommended, however, that Apple Lane should be extended to Durango Drive in conjunction with the shopping center site. The Planning Commission recommended approval of the Plan subject to the resort site and shopping center uses being posted with signs to indicate the proposed uses. The Planning Commission also required that the surrounding property owners be notified when development plans for the resort and commercial center sites are submitted for review.

There were several protestants at the meeting who voiced their objection to the size of the shopping center site and the proposed destination resort site.

Planning Commission Recommendation: APPROVAL

Staff Recommendation: APPROVAL

PROTESTS: 6 (at meeting)

SEE ATTACHED LOCATION MAP

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

EXHIBIT 6

Exhibit 76

CITY of LAS VEGAS

CORRECTED LETTER

January 29, 1991

William Peccole 1982 Trust
2760 Tioga Pines Circle
Las Vegas, Nevada 89117

RE: Z-17-90 - ZONE CHANGE

Gentlemen

The City Council at a regular meeting held April 4, 1990 APPROVED the request for reclassification of property located on the east side of Hualpai Way, west of Durango Drive, between the south boundary of Angel Park and Sahara Avenue, from: N-U (Non-Urban)(under Resolution of Intent to R-1, R-2, R-3, R-PD7, R-PD8, R-MHP, P-R, C-1, C-2 and C-V), to: R-3 (Limited Multiple Residence), R-PD7 (Residential Planned Development) and C-1 (Limited Commercial), Proposed Use Single Family Dwellings, Multi-Family Dwellings, Commercial, Office and Resort/Casino, subject to:

1. A maximum of 4,247 dwelling units be allowed for Phase II

2. Conformance to the conditions of approval for the Peccole Ranch Master Development Plan, Phase II.

3. Approval of plot plans and building elevations by the Planning Commission for each parcel prior to development.

4 At the time development is proposed on each parcel appropriate right-of-way dedication, street improvements, drainage plan/study submittal, drainageway improvements, sanitary sewer collection system extensions and traffic signal system participation shall be provided as required by the Department of Public Works

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

5 Signs shall be posted on the resort/casino and commercial center sites to indicate the proposed uses.

6 The surrounding property owners shall be notified when the development plans for the resort/casino and commercial center sites are submitted for review.

7. The existing Resolution of Intent on this property is expunged upon approval of this application.

8. Resolution of Intent with a five year time limit.

9 Satisfaction of City Code requirements and design standards of all City departments.

10. Approval of the parking and driveway plans by the Traffic Engineer.

11. Repair of any damage to the existing street improvements resulting from this development as required by the Department of Public Works

12. Provision of fire hydrants and water flow as required by the Department of Fire Services.

Sincerely,

Kathleen M. Tighe

KATHLEEN M TIGHE
City Clerk

KMT.cmp

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

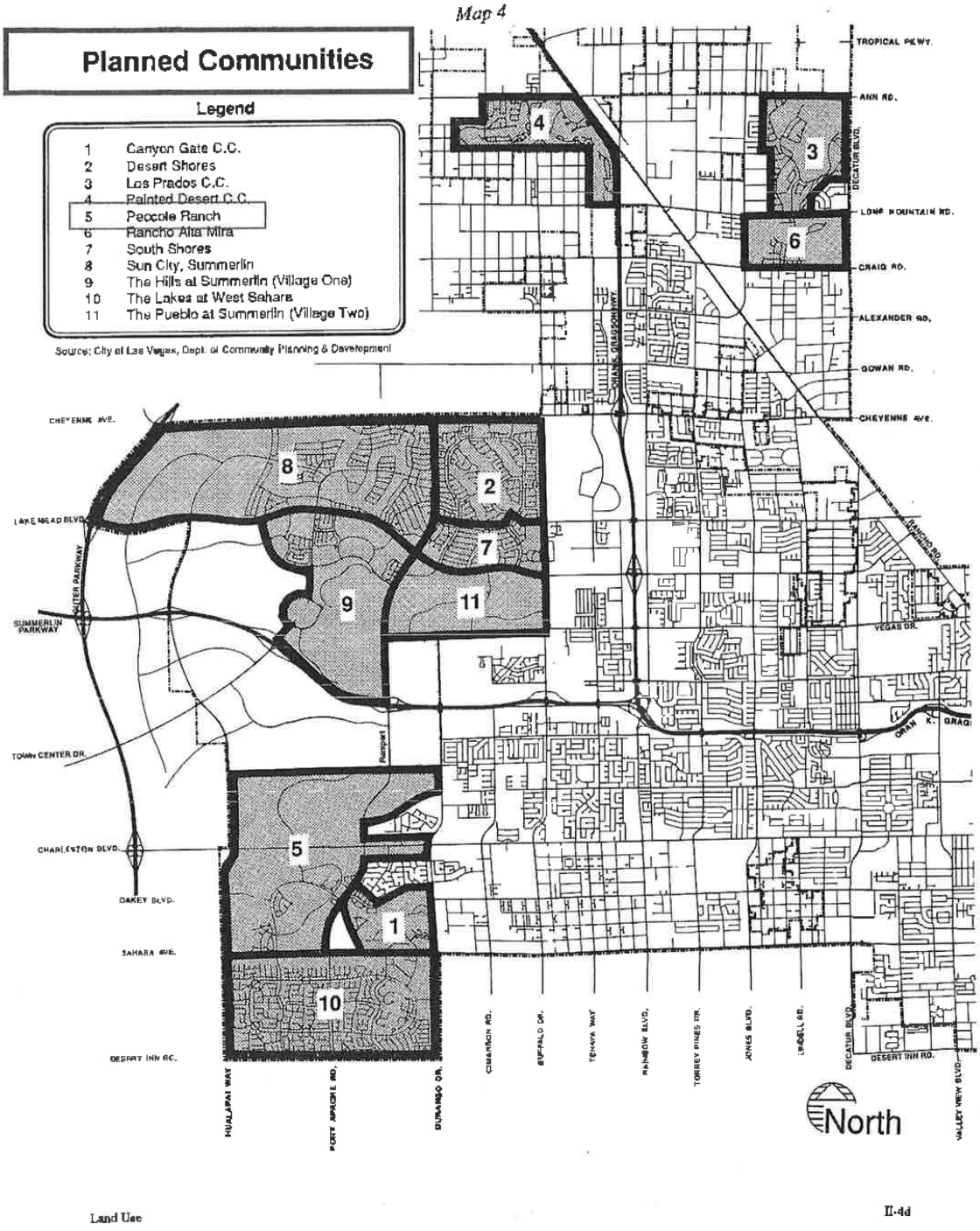
Mr. A. Wayne Smith
A. Wayne Smith & Associates
1515 ~~1414~~ E. Missouri, Suite 100
Phoenix, Arizona 85014

VTN Nevada
2300 Paseo Del Prado, A-100
Las Vegas, Nevada 89102

Sean McGowan
2300 W. Sahara, Box 10
Las Vegas, Nevada 89102

EXHIBIT 7

Map 4



Land Use

II-4d

ROR023159

24568

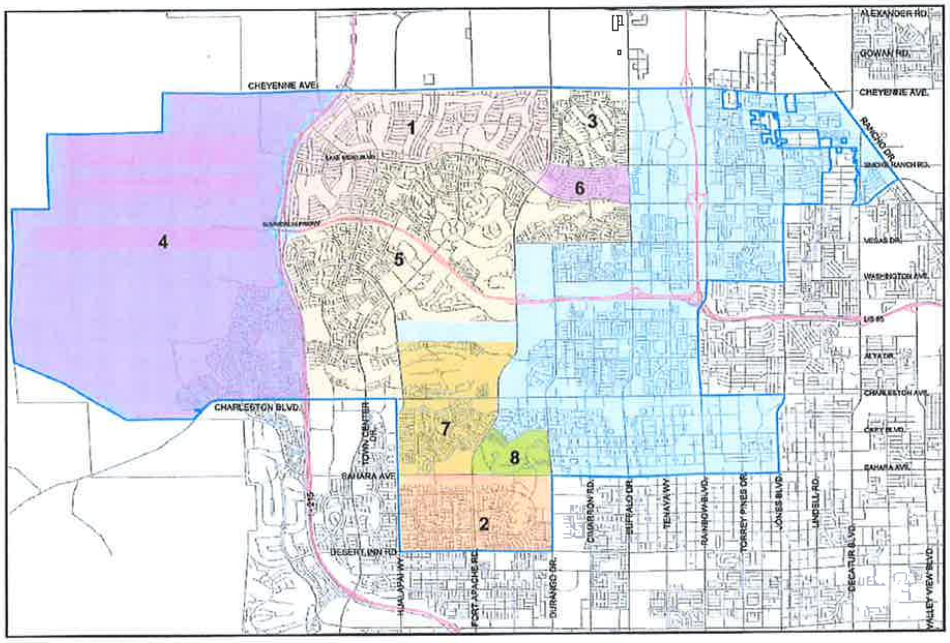
EXHIBIT 8

SOUTHWEST SECTOR

The Southwest Sector of the Master Plan is located along Cheyenne Avenue to the north, portions of Rainbow and Jones Boulevard to the east, the Bruce Woodbury Beltway to the west, and the city limit boundaries to the south. Many of the city's more recently developed areas such as Summerlin and the Lakes are located within the Southwest Sector Plan. The following Master Development Plan Areas are located within the Southwest Sector:

- Canyon Gate
- The Lakes
- South Shores
- Summerlin West
- Desert Shores
- Peccole Ranch
- Summerlin North
- Sun City

Exhibit 4:
Southwest Sector Map



Printed: November 18, 2008

1 Sun City
2 The Lakes
3 Desert Shores
4 Summerlin West
5 Summerlin North
6 South Shores
7 Peccole Ranch
8 Canyon Gate
Southwest Sector
Freeway

ROR023162

24571

EXHIBIT 9

ROR023164

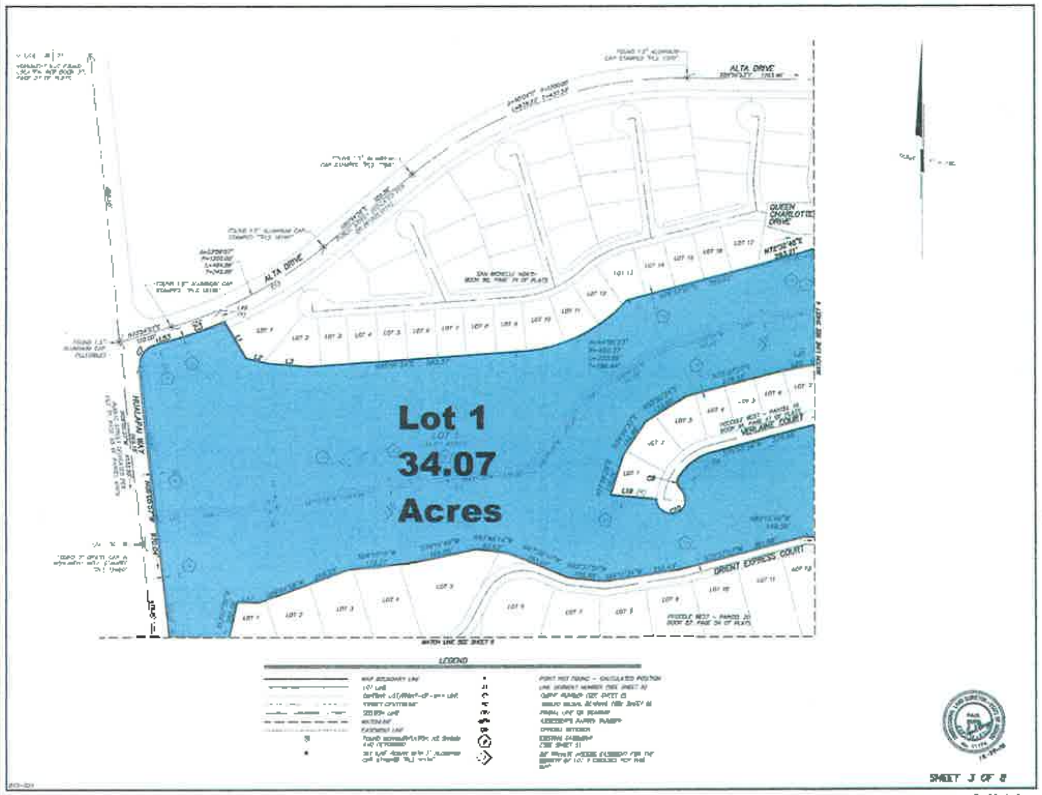
24573

Queensridge Parcel 1 at The 180
(SDR-68481, WVR-68480, GPA-68385, TMP-68482)
Golf Course PR-OS / General Plan SW Sector Map Exhibit
GCGARCIA
A Planning & Development Services Corporation
February 2017
City of Las Vegas
SOUTHWEST SECTOR
LAND USE CATEGORIES
Desert Rural - up to 2.49 du/ac
Rural - up to 3.99 du/ac
Low - up to 5.49 du/ac
Medium - Low - up to 8.49 du/ac
Medium - Low Attached - up to 12.49 du/ac
Medium - up to 25.49 du/ac
High - 25+ du/ac
Office
Service Commercial
General Commercial
General Tourist Commercial
Parks/Recreation/Open Space
Public Facility
Light Industrial / Research
Sun City Summerlin
Summerlin
Badlands
Canyon Gate
The Lakes
RAMPART BLVD.
TORREY PINES DR.
RAINBOW BLVD.
TENAYA WY.
BUFFALO DR.
CIMARRON RD.
DURANGO DR.
FORT APACHE RD.
HUALAPAI WY.
DESERT INN RD.
SAHARA AVE.
TOWN CENTER DR.
WESTERN BELTWAY
CHARLESTON BLVD.

ROR023165

Queensridge Parcel 1 at The 180
(SDR-68481, WVR-68480, GPA-68385, TMP-68482)
Clark County Recorded Parcel Map 64285 & Drainage Exhibit

GCGARCIA
A Planning & Development Services Corporation
February 2017



SHEET 3 OF 8

FILE 134 PAGE 1982

EXISTING EASEMENT INFORMATION:

30 LOT 1 AND A PORTION OF LOT 2 AS SHOWN HEREON PER THIS MAP IS A PUBLIC DRAINAGE EASEMENT PER BOOK 83, PAGE 61 OF PLATS

LEGEND

SHEET 5 OF 8

FILE 134 PAGE 1982

ROR023166

24575

Queensridge Parcel 1 at The 180
(SDR-68481, WVR-68480, GPA-68385, TMP-68482)
Major Modification/Master Plan Exhibit

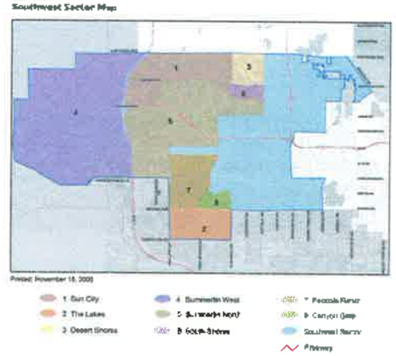
GCGARCIA
A Planning & Development Services Corporation
February 2017

SOUTHWEST SECTOR

The Southwest Sector of the Master Plan is located along Cheyenne Avenue to the north, portions of Rainbow and Jones Boulevard to the east, the Bruce Woodbury Beltway to the west, and the city limit boundaries to the south. Many of the city's more recently developed areas such as Summerlin and the Lakes are located within the Southwest Sector Plan. The following Master Development Plan Areas are located within the Southwest Sector.

Canyon Gate	Desert Shores
The Lakes	Peccole Ranch
South Shores	Summerlin North
Summerlin West	Sun City

Exhibit 4:
Southwest Sector Map



Future Land Use

Master Plan 2020
Land Use Element

Page 16

UDC Online Tool Bar

go to 19. 00 02 04 06 08 10 12 14 16 18

1. An application to rezone property to the PD District may be denied by the City Council, at its complete discretion, if it finds that the proposed development is incompatible or out of harmony with surrounding uses or the pattern of development within the area.
2. No use, type of development or development standard is presumptively permitted within the PD District unless it already has been included in the adopted plan for the District.
3. An application to allow within the PD District a particular use, type of development or development standard which has not already been included in the adopted plan for the District may be denied if it is incompatible or out of harmony with the surrounding uses or the pattern of development within the area.

F. Approval of Master Development Plan and Development Standards

In connection with the approval of a Planned Development District, the City Council shall adopt a Master Development Plan and Development Standards, which will thereafter govern the development of property within the District. In considering the approval of a Master Development Plan and Development Standards for a Planned Development District, the Planning Commission and City Council shall be guided by the following objectives, and may impose such conditions and requirements deemed necessary to meet those objectives:

1. Consistency of the proposed development with the General Plan and other applicable plans, policies, standards and regulations.
2. Compatibility of the proposed development with adjacent and surrounding development.
3. Minimization of the development's impact upon adjacent roadways and neighborhood traffic, and upon other public facilities and infrastructure.
4. Protection of the public health, safety, and general welfare.

G. Modification of Master Development Plan and Development Standards

The development of property within the Planned Development District may proceed only in strict accordance with the approved Master Development Plan and Development Standards. Any request by or on behalf of the property owner, or any proposal by the City, to modify the approved Master Development Plan or Development Standards shall be filed with the Department. In accordance with Paragraphs (1) and (2) of this Subsection, the Director shall determine if the proposed modification is "minor" or "major," and the request or proposal shall be processed accordingly.

1. **Minor Modification.** A Minor Modification is a modification which is requested or agreed to by the property owner and which is intended to accomplish one or more of the following:
   a. A change in the location of a use from the location specified in the approved Master Development Plan, but only if the change in location will not have a significant impact on other uses in the area.
   b. The addition of uses that are comparable in intensity to those permitted in connection with the rezoning approval or the approval of a Master Development Plan for the District.
   c. A change in parking lot layout, building location or other similar change that conforms with the intent of the previously approved Master Development Plan and Development Standards.
   d. A change in the species of plant material proposed for the District.
   e. A decrease in the density or intensity of development from that previously approved for the District.
   f. Any other change or modification of a similar nature which the Director determines will not have a significant impact on the District or its surroundings. A Minor Modification shall be reviewed and acted upon administratively by the Director. An applicant who is aggrieved by the Director's decision may appeal that decision to the Planning Commission by filing a written appeal with the Department no later than 10 days after the date the applicant receives notice of the administrative decision.
2. **Major Modification.** A Major Modification includes any modification which does not qualify as a Minor Modification. A Major Modification shall be processed in accordance with the procedures and standards applicable to a rezoning application, as set forth in Subsections (I) to (M), inclusive, of LVMC 19.16.090.

City of Las Vegas
Unified Development Code
March 16, 2011

E-MAIL CLV

Page 249
Chapter 19.10

Title 19.10.040 Modification of PD 2016

Land Use Hierarchy

Master Plan 2020
Land Use Element

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

MASTER PLAN DESIGNATION

MASTER DEVELOPMENT PLAN AREAS AND SPECIAL LAND USE DESIGNATION

ZONING

Page 23

ROR023167

24576

ROR023168

24577

2.5 SETBACK EXCEPTIONS

Site improvements on the Custom View Lots and Estates are to conform with the Development Standards outlined in Section 2.4.2 and 2.4.3. The DRC at its sole discretion and subject to its approval, however, may consider setback encroachments on any lot based upon the following criteria:

- If the overall vision and intent of the Design Guidelines is maintained.
- If strict enforcement of the setback requirement would create an unusual hardship to the compromise of the lot.
- If the structure is used only a minor portion is within the setback encroachment (for example, a corner of the structure).
- If sufficient landscaping is provided to buffer the encroachment.
- If it is not detrimental to surrounding lots, the neighborhood streetscape, golf course or open space areas.
- Any other condition deemed appropriate by the DRC.

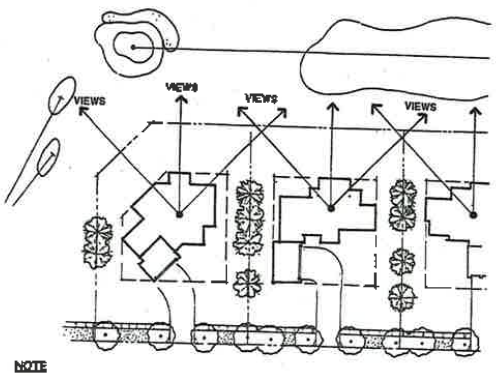
2.6 COMBINED LOTS

Two or more adjacent lots may be combined to create a larger single lot. In such cases, the areas of the setbacks and side planting must be compatible with the adjacent lots. Design standards for combined lots shall be prepared on a case-by-case basis by the DRC.

2.7 RULE PLANE SETBACK

The maximum height of any structure at the front or corner side yard setback shall be 16' with a ONE(1) foot plane setback of one foot horizontal for each 1½ feet of vertical to a maximum building height of 36'. The building height is measured as the vertical distance between the

GOLF COURSE/OPEN SPACE



NOTE

ORIENT LIVING SPACES TO DOMINANT VIEW

ARTICULATE REAR BUILDING FACADES AND ELEVATIONS TO ENHANCE VIEW FROM OPEN SPACE.

Exhibit 7
BUILDING ORIENTATION

average finished grade along the front of the building and the average height level between the eaves and roof ridge. Rule plane setback is required on all residences. Architectural features on all units, including porte cocheres, which encroach within the built plane setbacks are subject to review and approved by the DRC. Please refer to Exhibit 6 for detailed information.

2.8 BUILDING SITING AND ORIENTATION

2.8.1 INTRODUCTION

The Custom View Lot & Estates areas have been designed to provide a sense of exclusivity to each of the neighborhoods. This exclusivity is further achieved through the ample sizing of individual lots to enable the creation of a pleasant neighborhood character with an emphasis on one-story homes and significant open space between residences. Each lot is designed to take advantage of the golf course open space, when possible, and to be sensitive to adjacent lot relationships. The siting of a house or structure and its orientation should reflect its functional needs, but should also be sensitive to the individual lot's characteristics, as well as adjacent lots and surrounding community. The siting and three dimensional character of each house should be considered as it relates to views to and from the house, its effect on adjacent lots, and the massing of consecutive lots. Please refer to Exhibit 7.

The building setbacks specified in Tables ___ and ___ are minimum requirements. It is strongly encouraged for the design of individual homes to incorporate additional setbacks, where appropriate, to further enhance the character of the neighborhood and to increase the distance between residences on adjacent lots. The use of additional setbacks may be applied to certain lots to ensure specific siting issues are appropriately considered.

The DRC shall consider each lot independently, but will give extensive consideration to view corridors, impacts on adjacent homes, solar orientation, drainage patterns, impacts to existing site conditions, and driveway access.

2.9 SITE AMENITY STANDARDS

2.9.1 ACCESSORY STRUCTURES

All accessory structures such as gazebos, decks, dog runs, storage buildings, equipment covers, etc., not a part of the principal structure are to be reviewed and approved by the DRC prior to construction. Please refer to Table ___ and Exhibit ___ for setback criteria.

Queensridge
Peccole Ranch Board

GCGARCIA
A Planning & Development Services Corporation
November 2016

PECCOLE RANCH

MASTER PLAN

A Master Plan Amendment and Phase Two Rezoning Application

PREPARED FOR:

The Peccole Ranch Partnership:

Peccole Trust
2300 West Sahara Avenue
Box 17, Suite 870
Las Vegas, Nevada 89102
(702) 871-2700

Triple Five Development Group Central, Ltd.
Suite 900, Capital Place
9707 - 110 Street
Edmonton, Alberta
Canada T5K 2L9
(403) 482-7800

PREPARED BY:

A. Wayne Smith & Associates
1515 East Missouri Avenue
Suite 100
Phoenix, Arizona 85014
(602) 234-3474

February 6, 1990

The proposed Peccole Ranch overall Master Plan (Exhibit A, page 4) incorporates office, neighborhood commercial, a nursing home, and a mixed use village center around a strong residential base in a cohesive manner. A destination resort-casino, commercial/office and commercial center have been proposed in the most northern portion of the project area. Special attention has been given to the compatibility of

neighboring uses for smooth transitioning, circulation patterns, convenience and aesthetics. An extensive 253 acre golf course and linear open space system winding throughout the community provides a positive focal point while creating a mechanism to handle drainage flows.

Also of importance to Peccole Ranch is the alignment of the Summerlin Parkway under construction north of the Project. The Summerlin Parkway is an east/west expressway which will be approximately three to three and one-half miles long originating at the curve of the Oran A. Gragson Expressway (Westcliff Drive and Rainbow Boulevard) with a terminus at the corner of the two initial Summerlin Villages. Adjacent to the northern boundary of the Peccole Ranch property is the 640 acre Angel Park. When complete, this regional park will include two world class golf courses designed by Arnold Palmer.

The development plan for Peccole Ranch is designed to benefit the current and long range needs of the Las Vegas Metropolitan Area as the population expansion is realized. Overall project character and identity will reflect the high standards of quality envisioned by the developer and a consistency with the pattern of regional community development.

OVERALL MASTER PLAN COMPARISON:
PROPOSED PECCOLE RANCH MASTER PLAN VS.
APPROVED PECCOLE RANCH MASTER PLAN

The proposed Peccole Ranch Master Plan is an amendment to the Peccole Ranch Master Plan which was approved by the City of Las Vegas on February 15, 1989 (Exhibit B, page 5). The main difference between the Plans is the redesignation of 100.1 acres located at the northeast corner of the property to a commercial land use more properly reflecting its location near the Summerlin Parkway and the destination

3

evidenced from a review of the Area Plan (Exhibit C, page 2) which depicts the current lack of commercial centers, and the potential urbanization of the vacant residential lands from Jones Boulevard west to Hualpai Way.

Additional neighborhood commercial/office areas are located at intersection nodes to provide easy access and buffer less intense land uses. These parcels will accommodate basic support facilities and services required by the residential community. Commercial and office areas comprise a total of 83.5 acres in Phase Two.

A 56.0 acre destination resort-casino site is located at the intersection of an internal collector and Rampart Boulevard. The boundary of this parcel was altered from the previously approved overall Master Plan to accommodate the boundary changes of the refined golf course and road system. The golf course along the southern border of the parcel provides an aesthetic quality to the destination resort-casino. The resort-casino is planned as a destination golf resort and casino, and will provide the transition from a commercial center to single family residential. The resort will be comprised of approximately 300 to 500 guest rooms, and other elements which may include meeting, conference and ballroom facilities, restaurants, bars, and a casino including its own specialty restaurant and bar areas. Guest amenities may include use of the adjacent golf course, tennis facilities, fitness center, beauty salon, game rooms, a nursery and swimming pool. Exhibit D on page 11 illustrates the anticipated site layout and character for the resort-casino. The Peccole Ranch Resort will be designed to maximize the beauty of the desert surroundings, maintaining sensitivity to scale, character, landscape, and topography, and represents the true centerpiece of the Peccole Ranch Community.

Open Space and Drainage

A focal point of Peccole Ranch Phase Two is the 199.8 acre golf course and open space drainageway system which traverses the site along the natural wash system. All residential parcels within Phase Two, except one, have exposure to the golf course and open space areas. The single family parcel which is not adjacent to the open space system borders Angel Park Golf Course on its northern boundary. Passive and active recreational areas will be provided, and residents will have an opportunity to utilize alternative modes of transportation throughout with the bike paths and pedestrian

walkways (see Exhibits E and F on pages 13 and 14). The surrounding community as well as project residents may use the open space system to travel to neighboring areas including Angel Park. In addition, recreational improvements such as picnic tables, ramadas and pleasing water features will be located in passive gathering areas located throughout the open space.

The close proximity to Angel Park along with the extensive golf course and open space network were determining factors in the decision not to integrate a public park in the proposed Plan. According to the Parks, Recreation and Senior Citizen Activities Division a need for a dedicated public facility within Peccole Ranch is not indicated nor anticipated in the future.

South of Charleston Boulevard, drainage flows through the washes initially enter the site in two locations along the western boundary at a peak rate of 800 cubic feet per second (cfs), and move in a east/northeast direction. Two wash flows are then directed into the main drainage wash which flows northeasterly towards the large Angel Park reservoir at a rate of approximately 1,600 cfs. North of Charleston Boulevard an off-site flow of 2,000 cfs enters the Project. This storm water will be contained within the golf course until it reaches Rampart Boulevard, and will then flow through a channel adjacent to the commercial center to the Angel Park Basin. Based on the golf course routing plan by Mr. Ted Robinson, renowned golf course architect, the golf course has been designed in conjunction with existing drainage features on the site. The design of the golf course has been instrumental in preserving the natural character of the land and controlling drainage on and through the property.

Phase Two of the proposed Peccole Ranch Master Plan has approximately 33.1 additional acres allotted for golf course and drainageways. The additional acreage accommodates a clubhouse and driving range centrally located within the golf course and surrounding residential community. These features are also accessible to visitors staying at the adjacent destination resort-casino.

12

PECCOLE RANCH

LAND USE DATA

PHASE TWO

LAND USE	ACRES	NET DENSITY	NET UNITS
Single-Family	[illegible]	7.0 du/ac	[illegible]
Multi-Family	[illegible]	24.0 du/ac	1,440
Commercial/Office	194.3	-	-
Resort-Casino	56.0	-	-
Golf Course Drainage	211.6	-	-
Right-of-Way	60.4	-	-
Elementary School	15.1	-	-
TOTAL	[illegible]	4.5 du/ac	[illegible]

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

13

ROR023170

24579

Planning Commission Meeting of February 14, 2017

Submitted at Meeting – Photographs of Golf Course – Submitted as Backup for Items 21-24 by Eva Thomas

FILED WITHIN MINUTES BINDER

ROR023171

24580

Patrick M. Spilotro
8177 Bay Colony
Las Vegas, Nevada 89131

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA, LAS VEGAS DIVISION

In re
STONERIDGE PARKWAY, LLC,
Debtor

CASE NO.: **BK-16-11627-BTB**

OBJECTION TO DEBTOR'S SECOND AMENDED DISCLOSURE STATEMENT FOR THE AMENDED PLAN OF REORGANIZATION OF STONERIDGE PARKWAY LLC [DKT 502]

AND

DECLARATION OF PATRICK SPILOTRO

DECLARATION OF PATRICK SPILOTRO

I am a Homeowner in Silverstone Ranch, and have resided at 8177 Bay Colony, Las Vegas, Nevada 89131, since the Home was built and completed to my specifications in May of 2006. Having been a resident of Silverstone Ranch prior to that, living at 8160 Imperial Lakes, I preselected my lot bordering the Silverstone Golf Course, ordered my custom options, watched them construct my home, and at closing ,also paid a $70,000 Lot Premium for my location on the Golf Course.

All the statements provided in this declaration are true and correct to the best of my knowledge, and have been derived from a variety of sources including public record, testimony and court documents, as well as material obtained through various news articles subpoenas and disclosures, including public statements made to News agencies and on other media.

Submitted at Planning Commission
Date 2/4/17 Item 5 24-24
by Pat Spilotro

I. Background Facts

1. Mountain Spa

Mountain Spa Development LP recorded a single development plan on April 15, 1994 and the single largest parcel of the property at the time was over 570 acres when first recorded in July of 1994. Mountain Spa Development LP became Mountain Spa Resort Development (Golf Course and resort), and Mountain Spa Residential Development, who in 1998 had built three initial homes. Also in 1998, the first "Reciprocal Easement Agreement and Covenant to Share Costs" was recorded on September 11, 1994.

Meadowbrook was brought in to build the Golf course in 2000, and by Fall of 2001, it had opened with a temporary clubhouse. With only six homes built, Mountain Spa Suspended Sales in 2001. The "Amended and Restated Golf Development Agreement and Amended and Restated Agreement of Lease and Reciprocal Easement and Covenant to Share Costs" was also recorded that year on February 14, 2001.

Also at that time, Pulte and Meadowbrook came to agreement with Mountain Spa and the approximately 630 acre development was divided into the Silverstone Ranch Golf Course Community (residential) and Silverstone Golf Course (open space). They also recorded the "Second Amended and Restated Reciprocal Easement Agreement to Share Costs" on June 14, 2002. News reported the sale of 325 acres (actually over 357 acres after 2001 merger and re-division), to Pulte for $75,000,000 (actually $75,145,214 recorded 6/14/02), and "the other half (actually 272.3 acres recorded 6/14/02) of the 630-acre community will remain under the ownership of Meadowbrook ... that built the 27-hole Silverstone Golf Club..."

Meadowbrook also recorded its June 14, 2002 purchase for $3,800,020 as Meadowbrook Mountain Spa LLC. The Type of property listed on the State of Nevada Declaration of Value was "Other - Golf Course".

Pulte paid roughly $210,000 per acre for the 'Agreed upon residential land', Meadowbrook paid roughly only $14,000 per acre for the Golf course that contained the Drainage

Easement. Meadowbrook received an operating 27 hole Golf Course with a 32,000+ sqft Clubhouse, 2000+ sqft Golf school building and the Maintenance yard with structures. Pulte got dirt, but paid 15 times more per acre than Meadowbrook did.

* Parcel #480-310-002, aka #125-10-01-001, recorded Doc #19940701:01100, 572.47 acres (7/1/94). The total footprint of the development was ~630 acres at the time it was re-titled in the 2002 sales.

2. Silverstone Golf Course

As reported, Meadowbrook built, and then bought in total the Silverstone Golf Course for $3,800,020 on June 14, 2002 as Meadowbrook Mountain Spa LLC. When they filed for Bankruptcy in 2010, the golf course went to SPE MD Holdings LLC as a Deed in Lieu of Foreclosure for $14,835,000, written down to $3,138,510.34, on September 3, 2010. PAR72 bought the Silverstone Golf Course from SPE MD on December 3, 2010, for $3,100,000, and operated the Golf Course until it was sold again on September 1, 2015 for $3,650,000 to Desert Lifestyles LLC (DL), who then CLOSED the Silverstone Golf Course and turned off the water in an attempt to destroy the Golf Course. On September 23, 2015, Ron Richards' D-Day Capital LLC recorded a Deed of Trust for the Golf Course. Like in the case of Rancho Mirage Country Club (another golf course snatched up by the Principles of D-Day Capital LLC), they closed the Silverstone Golf Course, erected a fence around the golf course clubhouse and attempted to strip the equipment from the site, but was stopped from committing waste by a group of fast acting homeowners who filed for and eventually obtained injunctive relief.

The Homeowners and HOA prevailed in Federal Court on November 10, 2015, and a Preliminary Injunction, with an Order to restore the Golf Course, was decided by the Honorable Richard F. Boulware, II. On December 9, 2015, defendants filed appeal of the injunctive relief, and then on December 11, 2015, D-Day assigned the Deed of Trust and the $5M Note for the Golf Course to the newly created Aevitas LLC. Shortly after, Desert

Lifestyles transferred the title of the Golf Course, and all of the deposits and assets of property, to the also newly created, and totally asset-less, Stoneridge Parkway LLC. This was done on or about December 15, 2015, two days prior to the next hearing in Federal Court to examine court ordered restoration plans for the golf course.

Counsel for Desert Lifestyles told Judge Boulware's Court (Document 123 of that case), on December 16, 2015,

> "Defendants, by and through their undersigned counsel of record, hereby provide Notice to the Plaintiffs, the HOA, and this Court that late on December 15, 2015, Defendant Desert Lifestyles sold the property in dispute in this case...
>
> In conjunction with the sale of the property, Defendant Western Golf will help facilitate the transition to the new owner, but Western golf will have no management responsibilities for the new owner and will have no ongoing relationship to the property subsequent to the brief transition.
>
> Because Defendants retain no interest in the property and have no authority or ability to bind the new owner, Defendants will not be presenting testimony of submitting evidence at the hearing on December 17, 2015. Defendants feel it would be improper to submit evidence on a plan for restoring the golf course, or ask questions about the HOA's plan to restore the golf course, when the Defendants have no interest in the property or ability to bind the new owner"

Also on December 16, 2015, Judge Boulware issued a Minute order,

> "that Defendant Desert Lifestyles, LLC shall produce, under seal for the Court's in camera review, all documents relating to the sale of the golf course property in dispute in this case. This filing shall include, but is not limited to, the purchase and sale agreement and documents evidencing the names of the owners, members, managers, and/or real parties in interest of the purchasing entity, Stoneridge Parkway, LLC. This filing shall also include a sworn affidavit from Ronald Richards,

attorney and manager for Desert Lifestyles, stating whether any owners, members, managers, or real parties in interest of Stoneridge Parkway, LLC have a preexisting relationship with Desert Lifestyles, LLC, Western Golf Properties, LLC, Ronald Richards, or Michael Schlesinger, and if so, explaining the nature of such relationship."

The next day, Judge Boulware issued a Joinder for the 'new owners' on December 17, 2015. Stoneridge Parkway then filed for Chapter 11 Bankruptcy Protection on December 18, 2015. Also of significance are the Filings for Electronic Notification on the new Bankruptcy case. On December 18, 2015, within minutes of each other, Ronald Richards, Matthew Abbasi and Howard Madris all filed requests for electronic notification almost immediately after the Chapter 11 case was filed that same day.

II. The Second Amended and Restated Reciprocal Easement Agreement to Share Costs

The Silverstone Golf Course was built in 2000-2001 by Meadowbrook as part original Mountain Spa development. It opened with a temporary clubhouse in the Summer of 2001 and the clubhouse was added and operational by the Spring of 2002. Shortly thereafter on June 14, 2002, Meadowbrook recorded the title of the 272.3 acre, six parcel golf course property for a price of just $3.8 million($15,000 acre), as an "other - golf course". Also on that day, Pulte recorded the titles of the remainder of the property as residential development property that they paid $75 million ($210,000 acre) for. Both parcels were also subject to the development agreement for the planned community, and The Second Amended and Restated Reciprocal Easement Agreement to Share Costs was recorded with mutual agreement as to the rights and duties of the parties.

Article 3 of the agreement is titled and contains the, "Use restrictions on the golf course property". The Agreement was very specific about the Intended use of the Golf Course Property, the maintenance of the property, that both parties are bound by, and rely upon the agreement and lastly, that the agreement "shall continue in perpetuity". This specifically includes any Zoning Changes

which would require consent of the Residential Property Owner, which consent Residential Property Owner may withhold in its sole and absolute discretion.

3.1 Golf Course Use. The Golf Course Owner Hereby covenants and agrees that the Golf Course Property shall be operated and maintained solely as a 27-hole (or more), championship golf course … The Golf Course Owner shall maintain the Golf Course Property in a clean, safe, attractive and reasonably weed-free condition. The Golf Course Owner further acknowledges and agrees that Residential Property Owner has acquired and will develop the Residential Property in reliance upon Golf Course Owner's covenants in this Section 3.1. Subject to sections 13.2 and 13.3 below, the restrictions in section 3.1 shall continue in perpetuity.

3.8 Zoning Changes. The Golf Course Owner shall not seek any zoning changes concerning the Golf Course Property without prior written consent of Residential Property Owner, which consent Residential Property Owner may withhold in its sole and absolute discretion.

Article 4 "Restrictions on residential property owner" and Article 5 Easements further delineates the rights and obligations of the parties to the agreement. Most notably it states in,

5.1.1 Binding Effect of Easements. ... "This Agreement shall remain in full force and effect and shall be unaffected by any change in ownership of the Residential Property or Golf Course Property."

5.2.3 Drainage and Retention Easements. ... "notwithstanding anything in section 5.2.1 or 5.2.2 hereof to the contrary, Golf Course Owner shall at its sole cost and expense, maintain and repair that certain drainage channel more particularly described on Exhibit F hereto (the "Golf Drainage Channel").

Article 13 General Provisions, provides the scope and structure of the Agreement and is very specific as to termination of and amendments to the Agreement,

13.2 Term; Method of termination.

13.2.1 This Agreement shall continue in full force and effect until terminated in accordance with the provisions of Section 13.2.2.

13.2.2 This Agreement may be terminated at any time only if such termination is approved by Golf Course Owner, Residential Property Owner (if Residential Property Owner then owns any Unit or any other portion of the Residential Property) and the affirmative vote or written consent, or any combination thereof, of seventy-five percent (75%) of residential Unit Owners.

13.3 Amendments

13.3.1 This Agreement may be amended only with the written approval or the affirmative vote, or any combination thereof, of (i) the Unit Owners (including, without limitation, Residential Property Owner) owning not less than seventy-five percent (75%) of the Units within the Residential Property which have been annexed pursuant to the terms of the Declaration, (ii) the Residential Owner (for so long as the Residential Owner owns any portion of the Residential Property, and thereafter the Association), and (iii) the Golf Course Owner.

Regardless of who, or what entity owns the golf course property, they would have had to voluntarily accepted the terms and conditions of the agreement as a part of the conveyance. The original owners and all subsequent owners, would have had 'actual, constructive and inquiry notice', and cannot therefore then claim to be innocent victims of the quagmire that they not only volunteered for, but created. By accepting the property, the golf course owners in succession have agreed to the terms of the Covenants and Restrictions that 'run with and touch the land'. It prohibits termination or amendment of Agreement, changing the golf course, without first attaining 75% vote of the residential property owners, period. In previous golf course cases in particular, the Courts have consistently recognized this "equitable servitude" created by Express written documents creating restrictive covenants, as well as implied restrictive covenants where no physical documents recorded.

Given the facts, even if the debtor was a Good Faith, bona fide purchaser, he would have no claim to be an unfairly encumbered by the restrictive covenant, or that the restrictive covenant was a burden on alienation. Both Desert Lifestyles and Stoneridge Parkway knew, or should have known this prior to purchase. According to 341 hearing testimony throughout this case, Debtor and Debtor's council have acknowledged they knew of the golf course agreement, the 75% requirement, as well as the pending legal action. Debtor then chose to proceed in a transaction where Danny Modab stated he did no due diligence, made no investment, had no experience, and that he relied solely on his attorney and friend of 15 years, Matt Abbasi. Modab testified he had surfed the internet for information, and that was the extent of his due diligence for the $5 million transaction. Certainly, debtor's Council, Abbasi, was fully aware of all the facts involved, especially as Modab later that Abbasi represented both Modab/Stoneridge and Richards/Desert Lifestyles in the transaction. This is information that was withheld from the Court, in direct defiance of Judge Boulware's December 2015 Minute Order, and was not divulged until the 341 Hearing on August 16, 2016.

The Golf Course Agreement was created by the parties involved, and made to exist for the benefit of the Homeowners/Association until the Parties to the agreement MUTUALLY agreed to change or terminate it. Section 13 even has provisions in the event of a Bankruptcy and very case we have are involved in today. It even addresses a debtor's use of the powers under ss363 and ss365,

> Article 13.25.2 The parties hereto have entered into this Agreement with the intent of having this Agreement, and all of the rights and obligations of the parties hereunder, unaltered in any bankruptcy proceeding that may be commenced by or against either party under title 11 of the United States Code (the "Bankruptcy Code") or any other similar laws. Having been fully advised as to the difference between such rights, the parties agree that their respective obligations under this Agreement are in the nature of property interests rather than contractual rights. The parties further agree that the rights and obligations conferred through this Agreement cannot be diminished, impaired, avoided, or otherwise altered in any bankruptcy proceeding under the Bankruptcy Code or any other similar law,

including (without limitation) any attempt by either parties hereto, or any other person or entity, to:

(i) sell the property addressed in this Agreement free and clear free and clear of this Agreement pursuant to a:

(a) motion filed under Bankruptcy Code subsection 363 or any similar law; or

(b) plan proposed under Chapter 11 of the Bankruptcy Code or any similar law; or

(ii) reject this Agreement under Bankruptcy Code subsection 365 or any similar law.

The rights and obligations under this agreement shall run with the land that is subject to this agreement, and any subsequent sale of the real property that is the subject of this Agreement shall be subject to all of the terms and provisions of this Agreement.

The Golf Course Owner is clearly obligated under this Agreement, and is barred from using Bankruptcy Protection as a means of circumventing and avoiding the obligations and equitable servitude. Cases such as this with Express Restrictive Covenants are clear cut in their language, but even in the cases where NO express agreement exists, all Courts have found consistently that Equitable Servitude, whether express or implied, exists and cannot simply be ignored. In the case of Silverstone, the Express Written Agreement is paramount. It even addresses exactly what the Debtor's obligations are and the avenues available for relief. In this case, changed circumstances, mismanagement, intentional destruction and even Bankruptcy are accounted for. By accepting conveyance of the property, the Golf Course owner, with proper Notice, is bound by the Agreement they accepted when they purchased the land, it was their choice. They cannot now claim ignorance, having virtually destroyed any value in the asset and seeking settlement to the detriment of the Homeowners, the only innocent victims in this tragedy. The Bankruptcy and other Federal and State Courts have all recognized this, even in cases where the Restrictive Covenant is simply implied, let alone express.

III. Restrictive Covenants and the Courts

For over a Decade, the economy and industry changes have had a significant impact on Golf Course ownership. However, the Courts have been able decide consistently that Homeowner's rights are not to be simply ignored or brushed aside by Owners, or subsequent Owners, who claim changed circumstances have allowed them right to ignore the legal obligations they agreed to when purchasing a restricted or impaired property. Such is the case in Silverstone. Fortunately the Courts have provided excellent guidance and consideration in these cases. These five applicable cases encompass situations arising in State and Federal Courts, including several that arose from Federal Bankruptcy Courts.

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1. Ute Park Summer Homes Ass'n v. Maxwell Land Gr. Co. - Supreme Court of New Mexico, 1967.

In Ute Park Summer Homes Association v. Maxwell Land Grant Co., 1967, the developer simply promised to build a Golf Course and distributed maps containing an area marked "golf course." The simple existence and use of the map was found to be enough evidence for the Court to find an easement and stated,

> "[W]here land is sold with reference to a map or plat showing a park or like open area, the purchaser acquires a private right, generally referred to as an easement, that such area shall be used in the manner designated. As stated, this is a private right and it is not dependent on a proper making and recording of a plat for purposes of dedication." 77 N.M. at 734, 427 P.2d at 253.

The Map was not recorded, there were no recorded covenants, yet, The New Mexico Supreme Court held that lot owners still had a legal right to use of the area as a golf course, and an implied easement had been created. This right, the court held, came into existence because of maps and representations used by the developer's agents. Silverstone Ranch showed an abundance of smaller maps, a big one in the sales office, many news interviews,

advertisements and articles, etc. There are numerous examples of these in the case of the Silverstone Ranch Golf Course Community.

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2. Shalimar Ass'n v. DOC Enterprises, Ltd., 688 P. 2d 682 - Ariz: Court of Appeals, 1984. The Judge in 'Shalimar' actually cites 'Ute Park' in a case where the 'new owners' of golf course sought to simply develop it without regard for the equitable rights of the neighbors. Quoting from the first page of the Decision,

> "OPINION - FROEB, Judge.
>
> This case involves an attempt by the new owners of a golf course to develop the property for other purposes. No specific restriction as to the use of the land was ever placed of record with the county recorder. The surrounding homeowners brought this action to have the court declare and enforce against the new owners an implied restriction limiting the use of the property to a golf course. We hold that a covenant restricting the use of the property is implied from the facts and circumstances and is enforceable against the new owners because they are not bona fide purchasers without notice."

Again without a recorded document the courts have found covenants enforceable against the subsequent or 'new' owners, who simply 'should have' known it was a Golf Course, and the implied restrictive covenant would apply.

3a. Skyline Woods Homeowners Association Inc v. Broekemeier, Supreme Court of Nebraska 2008.

In 2004, in the U.S. Bankruptcy Court in Nebraska. The homeowners in the Skyline Woods development were not included in the Skyline Country Club creditor's matrix, and their claimed restrictive covenants were not specifically raised. On February 9, 2005, the bankruptcy court entered an order approving the sale of the golf course property to Liberty,

which is owned and operated by David A. Broekemeier and Robin Broekemeier. In 2005, Skyline Country Club issued a warranty deed to Liberty, conveying the property "free from encumbrance except covenants, easements and restrictions of record." In 2006, the HOA sued, won, and prevented, "any actions that would interfere with or damage the golf course or prevent the property from being used as a golf course.", sounding very similar to the order in the Silverstone Golf Course case.

In 2007, the district court granted partial summary judgment in favor of HOA on the issue of whether restrictive covenants "limiting the use of the property to that of a golf course" ran with the land. The court also concluded that the bankruptcy order did not sell the property free and clear of the restrictive covenants, as the restrictive covenants are third-party property rights belonging to the Homeowners.

In deciding the case, the Nebraska Supreme Court stated, that in Wessel v. Hillsdale Estates, Inc.,[1], they were faced with actual express protective covenants by the developer to preserve land for a park for the surrounding homeowners' enjoyment, but the amount of land was in dispute. They concluded that the amount of land used to build the park had to be in accordance with the buyer's expectations, stating,

> "A restrictive covenant is to be construed in connection with the surrounding circumstances, which the parties are supposed to have had in mind at the time they made it; the location and character of the entire tract of land; the purpose of the restriction; whether it was for the sole benefit of the grantor or for the benefit of the grantee and subsequent purchasers; and whether it was in pursuance of a general building plan for the development of the property."[2]

1. Wessel v. Hillsdale Estates, Inc., 200 Neb. 792, 266 N.W.2d 62 (197S)

2. id. at 80l, 266 N.W.2d at 68 (quoting Lund v. Orr, 181 Neb. 361, 148 NW.2d 309 (1967)..

'Skyline' cites both 'Ute Park' and 'Shalimar', and in analysis of the Bankruptcy sale, the Court found, "that the bankruptcy sale has no effect on implied restrictive covenants and that as such, Liberty and the Broekemeiers are still bound by them." Subsequent owners are bound by the Implied Covenants, and the sale in Bankruptcy had no effect on the Implied Covenants. The Court also noted that,

> "In In re Rivera[3], the court concluded that covenants running with the land are property interests that cannot be removed in a discharge because to do so would be taking a property interest away from a third party and giving the debtor a property interest which the debtor never had."
>
> 3. In re Rivera, 256 B.R. 828 (M.D. Fla. 2(00).

In conclusion, the Court stated,

> "we affirm the order of the district court that the implied covenants require that the property is to be used only as a golf course. As to maintenance, the golf course shall be maintained according to standards (1) through (7) of the June 13, 2006, joint stipulation of the parties. Accordingly, we modify the district court's order regarding the required standards of maintenance.",

This decision acknowledges not only the covenants, but the right to proper maintenance of the Golf Course!

3b. On Appeal: IN RE: SKYLINE WOODS COUNTRY CLUB, Debtor. Mid-City Bank, et al., Appellants. v. Skyline Woods Homeowners Association, et al., Appellees, United States Court of Appeals, Eighth Circuit, 2011.

On Appeal, in the Eighth Circuit, the Court wrote:

> "Before LOKEN, ARNOLD, and BYE, Circuit Judges. Anna M. Bednar, Robert Frederick Craig, Robert F. Craig, P.C., Omaha, NE, for Appellants. Robert J. Bothe,

Michael Thomas Eversden, McGrath & North, Omaha, NE, for Appellees. If so authorized, the purchaser of real property from a bankruptcy estate acquires title to the land "free and clear of any interest" identified in 11 U.S.C. § 363(f). After an affiliate of Liberty Building Corporation ("Liberty") purchased the Skyline Woods Golf Course in Douglas County, Nebraska, from the estate of a Chapter 11 debtor, residents of the surrounding planned community sued the purchasers to enforce express and implied restrictive covenants. The Supreme Court of Nebraska held that the bankruptcy sale did not extinguish equitable interests in having the property maintained as a golf course. Skyline Woods Homeowners Ass'n, Inc. v. Broekemeier, 758 N.W.2d 376, 392-93 (Neb.2008). Liberty and its secured lender, Mid-City Bank, now appeal the bankruptcy court's denial of their motion to reopen the closed bankruptcy proceedings in order to declare the Supreme Court of Nebraska judgment void and to enjoin the residents from enforcing it. We conclude denial of the motion to reopen was not an abuse of discretion because, in a reopened bankruptcy proceeding, the state-court judgment would be entitled to the full faith and credit mandated by 28 U.S.C. § 1738. Accordingly, we affirm."

Also of note, in a review of Skyline 2 titled, "Finality of 'Free and Clear' Sale Orders by Bankruptcy Courts" (April 28, 2011), George W. Shuster, Jr., Katelyn R. O'Brien, John D. Sigel wrote,

"The Bottom Line - Purchasers rely on a bankruptcy court's "free and clear" order when purchasing property. Many purchasers may anticipate that, if the sale order is later challenged, they can return to the bankruptcy court and resolve the dispute in a favorable forum. Mid-City Bank v. Skyline Woods Homeowners Association illustrates that when purchasers buy free and clear under Section 363 of the Bankruptcy Code, they should consider, among other risks, the risk that a non-

bankruptcy court will decide issues of whether the sale was "free and clear," and that its decision will be adverse to and binding on the purchasers."

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4. Heatherwood Holdings, LLC v. HGC, Inc. (In re Heatherwood Holdings, LLC), 746 F.3d 1206 (11th Cir. 2014) 2014

This Birmingham Alabama golf course case involves a situation where losing money eventually and legitimately forced Heatherwood into a chapter 11 bankruptcy. After filing, Heatherwood wanted to sell the golf course property free and clear, asking the court to shed all encumbrances, covenants and restrictions. HGC filed an objection, contending that the property was subject to an implied covenant running with the land restricting its use to being a golf course. The Bankruptcy Court asked several questions of the State Supreme Court, including whether state law would recognize or imply a restrictive covenant with respect to a golf course constructed as part of a residential development. The State Supreme Court responded in the affirmative and the bankruptcy court found the property was subject to the restrictive covenants. The district court affirmed it, and it was appealed to the 11th Circuit. On appeal to the 11th Circuit, the Court agreed with the lower courts, noting the development was used exclusively as a golf course community for over 20 years, and that Homeowners were induced to buy based on the existence of the golf course. Also, that the developer always intended the development to be a golf course community. In answer to whether the purchaser was bound by the restrictive covenant, the 11th Circuit also agreed with the Bankruptcy Court's finding that the buyers had actual, constructive and inquiry notice of the restrictive covenant. In addition, the 11th Circuit agreed with the Bankruptcy Court's rejection of the doctrine of integration. They found that regardless of the scope of the agreement between the seller and buyer, the seller did not represent every homeowner that was relying on the restrictive covenant, so it could not have been destroyed by agreement between the buyer and seller. Lastly, as to the claim of the doctrine of changed

circumstances, the 11th Circuit also agreed with the Bankruptcy Court, in that the homeowners' benefit from the continued covenant outweighed the detriment to the debtor. Accordingly 11th Circuit affirmed the lower court judgment.

The Georgia Law Review, May 20, 2014, "FORE! Eleventh Circuit Upholds Implied Restrictive Covenant for Subdivision Golf Course", summed the case up well when they wrote:

> "In affirming an Alabama Bankruptcy Court's finding of an implied restrictive covenant on the golf course that is the centerpiece of a suburban Birmingham subdivision in *In re: Heatherwood Holdings, LLC*, No. 12-16020 (Mar. 27, 2014), the 11th Circuit agreed with the aggrieved subdivision homeowners that the property at issue was subject to an implied restriction to be used only as a golf course, and the foreclosing lender was not entitled to market and sell the property as residential lots.
>
> ...
>
> Confirming the Alabama Supreme Court's holding that while the facts at issue had not been addressed in Alabama state court previously, they were sufficiently similar to those at issue in a decision from the Arizona Court of Appeals, *Shalimar Ass'n v. D.O.C. Enterprises, Ltd.*, 688 P.2d 682 (Ariz. Ct. App. 1984), which similarly involved a community specifically designed around a golf course, and viewed the actions of the original developers and subsequent residential lot purchasers as consistent with the creation of an implied covenant. Citing the bankruptcy court's substantial findings of the original plat maps and site plans noting the presence of a golf course, golf course themed road names, and the numerous individual covenants and easements placed on each residential lot, the Court acknowledged the principle purpose of this subdivision was the creation of a golf community.
>
> Most importantly, the Court recognized that based on witness testimony, most, if not all, Heatherwood homeowners had been induced to buy within the subdivision based

on the presence of a golf course. Given this finding of the golf course as an integral part of the development, the Court agreed with the Alabama Supreme Court's rationale from *Shalimar* in finding an implied restrictive covenant, and thus viewed First Commercial and Heatherwood Holdings' attempt to argue there was no such restrictive covenant a naked attempt to second-guess the Alabama Supreme Court's answer to a certified question of law."

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5. Riverview Community Group v. Spencer & Livingston, Wa. St. Supreme Court, 2014. In Riverview, the Washington State Supreme Court found that a group of homeowners who bound together specifically for this case did indeed have standing, and that the actions and promises of the Developer did indeed create an equitable servitude. An equitable servitude is a non-possessory interest in land and usually this type of servitude must be created by writing. However, as we can see consistently, when applicable, an implied servitude can be created, so long as the landowners have notice of the agreement. The Supreme Court found that plat limitations, regardless of whether the restriction appears on title, can be enforced under an implied equitable servitude.

"Our decision that an equitable servitude may be implied is bolstered by a similar case from Oregon, *Mountain High Homeowners Ass 'n v. J.L. Ward Co.*, 228 Or. App. 424, 209 P.3d 347 (2009). Similarly to the case before us, the homeowners in *Mountain High* had bought homes in a development that contained a golf course complex. *Id.* at 427. Also like the case before us, "prospective buyers who asked for assurances that the golf course would remain in place were told that the golf course would continue to be there and that there was no need to worry about it." *Id.* Also like the case before us, the golf course fell on hard financial times and the owner shut down operations. *Id.* at 429. After a full trial, the Oregon trial court imposed an equitable servitude on the golf course property limiting its use to a golf course and

entered an injunction requiring the developer "to reconstruct, maintain, and operate the nine-hole golf course for 15 years." *Id.* at 431. The Court of Appeals affirmed. *Id.* at 438. It reasoned that the imposition of an equitable servitude and an enforcing injunction was justified because

> "[d]efendant represented to buyers that Mountain High was and would continue to be a golf course community. That representation was made both expressly and implicdly. It was reasonably foreseeable that, in deciding whether to purchase land within Mountain High, a prospective buyer would rely on those representations and substantially change position as a result of that reliance. The owners did, in fact, purchase property in Mountain High, substantially changing their positions as a result of defendant's representations. It was reasonable for buyers to rely on the representations of the developer of Mountain High and the owner of the Mountain High golf course in making their decisions to purchase in the community. Under all the circumstances, including the condition of the golf course property as of the date of trial in this case, it would be unjust for defendant to benefit from the successful marketing of Mountain High as a "golf course community" without the imposition of the servitude. Accordingly, we conclude that the trial court did not err in declaring the existence of the equitable servitude. *Id.* at 438-39."

We agree."

In this line of Golf Course specific cases, as with the bulk of the golf course Case Law, the courts have consistently found that Planned Golf Course Communities have a Restrictive Easement, and the Homeowners who bought homes based on a Golf Course being the center piece of the Community have an 'equitable servitude' on which to rely on, and that the Dedicated or Promised Golf Course/Open space would remain as such.

From Washington and Oregon, across to Alabama, and from Nebraska down to Arizona and New Mexico, the U.S. Circuit and State Supreme Courts have consistently recognized Easements that restrict the use of the land when it comes to Golf Courses that are an integral part of the community, and that these rights and interests cannot be ignored. Nor can they be modified or discharged by the courts, even in bankruptcy, regardless of the Debtors reliance on subsections 363 and/or 365 of the bankruptcy Code for relief.

In the case of Silverstone Ranch, there is more than just an implied easement, but also an Express Written Agreement on top of that established and defined the golf course, specifically assigns residential and golf course Easements on both parties, and the Express Restrictive Covenants on the golf course owners and their successors to maintain the golf course. As the Court has noted previously, the required 75% Homeowner consent to change the golf course cannot be waived. We can also see that such Restrictive Covenants have been upheld by the Courts in post Bankruptcy, 'Free and Clear' sales.

Even if the Debtor was a bona fide buyer and debtor, and even if the Creditor Aevitas was a bona fide creditor, they both had actual, constructive and inquiry notice of the Covenants, and the pending legal action prior to the Stoneridge possession. Given the close connection between the various parties in this case, it would be virtually impossible for them not have had notice. As such, all the parties involved voluntarily entered into the various transactions that have occurred since Par72 owned the operating golf course on August 31, 2015.

IV Nevada Revised Statues and Public Policy

1. **NRS 278A - PLANNED DEVELOPMENT**

NRS 278a is the section of Nevada law that defines and regulates Planned Unit Developments(PUDs), including Zoning and Enforcement. Especially in cases where unlawful attempts by land speculators to develop designated "open space" arise. In the case of this PUD, Mountain Spa/Silverstone Ranch, land expressly designated as golf course is

open space and drainage, sought and obtained through approval by the original developer. Now, over a decade later, and this Planned Development's close out and completion, a new property speculator seeks to inject himself into and fundamentally change the neighborhood. Nevada law expressly precludes changes in an approved PUD for the economic benefit of a private party. The law protects PUDs from such disruption and requires that any land use changes must be for the benefit of the neighborhood as a whole.

When Pulte built Silverstone, they sold premium residential lots surrounding the already built golf course, and over for the next decade top date, that land has served as the approved open space, parks and required drainage for the PUD. To simply assume feasibility here would be a mistake as debtor's plan flies in the face of the NRS,

> **NRS 278a.400 Enforcement by residents,**
> 1. **All provisions of the plan shall run in favor of the residents of the planned unit residential development,** but only to the extent expressly provided in the plan and in accordance with the terms of the plan and to that extent such provisions, whether recorded by plat, covenant, easement or otherwise, may be enforced at law or equity by the residents acting individually, jointly or through an organization designated in the plan to act on their behalf.
> **NRS 278A.410 Modification of plan by city or county,**
> 2. No modification, removal or release of the provisions of the plan by the city or county is permitted except upon a finding by the city or county, following a public hearing that it:
> (a) Is consistent with the efficient development and preservation of the entire planned unit development;
> (b) Does not adversely affect either the enjoyment of land abutting upon or across a street from the planned unit development or the public interest; and
> **(c) Is not granted solely to confer a private benefit upon any person.**

2. NRS 361A - TAXES ON AGRICULTURAL REAL PROPERTY AND OPEN SPACE

It's the Open Space part of the title that matters, but not as a tax issue. In fact, if you do a search of the entire NRS for the term "golf course", you find 73 hits, with well over half of those in NRS 361a, thirty eight hits. The next highest is NRS 244 with four. #61 a defines open space, golf courses and agricultural property and provides tax breaks based on then

being open spaces. The Legislative Declaration makes Intent of the law and public policy very clear.

NRS 361A.040 "Open-space real property" "Open-space real property" means:

1. Land:

(a) Located within an area classified pursuant to NRS 278.250 and subject to regulations designed to promote the conservation of open space and the protection of other natural and scenic resources from unreasonable impairment; and

(b) Devoted exclusively to open-space use.

2. The improvements on the land described in subsection 1 that is used primarily to support the open-space use and not primarily to increase the value of surrounding developed property or secure an immediate monetary return.

3. Land that is used as a golf course.

NRS 361A.050 "Open-space use" defined. "Open-space use" means the current employment of land, the preservation of which use would conserve and enhance natural or scenic resources, protect streams and water supplies, **maintain natural features which enhance control of floods** or preserve sites designated as historic by the Office of Historic Preservation of the State Department of Conservation and Natural Resources. **The use of real property and the improvements on that real property as a golf course shall be deemed to be an open-space use of the land.**

NRS 361A.090 Legislative declaration.

2. The Legislature hereby declares that it is in the **best interest of the State to maintain, preserve, conserve and otherwise continue in existence** adequate agricultural and open-space lands and the vegetation thereon to assure continued **public health and the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the State and its citizens.**

3. The Legislature hereby further finds and declares that the use of real property and improvements on that real property as a golf course achieves the purpose of conserving and enhancing the natural and scenic resources of this State and promotes the conservation of open space.

NRS 361A.170 Designations or classifications of property for open-space use; procedures and criteria.

1. Property used as a golf course is hereby designated and classified as open-space real property and must be assessed as an open-space use.

It seems clear in considering NRS 278a, it requires that any PUD change is "Is not granted solely to confer a private benefit upon any person", and that according to NRS 361a, Golf Courses are "open spaces", and they are in the "best interest of the State to maintain, preserve, conserve and otherwise continue in existence", it would seem that without community support, No such changes would be allowed. Any proposal such as the one in Debtors Plan, that is NOT a benefit to the community at large and would benefit one non-resident land speculator, would be DOA (dead on arrival) at any Planning Commission or City Council. Without the required re-entitlement, the Plan has no feasibility and the debtor will ultimately fail again. Without assets to even maintain the property, it is hard to believe they have the time or money to proceed down a trial and error path of this kind.

V. Objections to Debtor's Disclosure Statement and Plan of Reorganization

1. Debtor has acted in bad faith. Based on the facts that Modab came into the transaction totally blind, without any resources or plan to operate or maintain the property by simply taking over a shell corporation, smacks of irresponsibility, and "New Debtor's Syndrome". A simple search comes up with plenty of examples like the following and the similarities are just more reason why the Courts should understand that Modab and Stoneridge are simply alter egos of Richards and Desert Lifestyles. In the case of Stoneridge, the Debtor was a shell corporation until shortly before its filing, when real property under threat of legal action was transferred to it. The Following example is illustrative,

"IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
In re NPNGN, INC., No. 1-90-01145
Memorandum of Decision

The debtor was a shell corporation until shortly before its filing, when real property being foreclosed upon was transferred to it by its principal. The foreclosing creditor, the FDIC as Receiver for North America Savings and Loan, promptly brought a motion for relief from the automatic stay, arguing that the petition was

> filed in bad faith. After taking testimony, the court found that this was a classic "new debtor syndrome" situation and granted relief as prayed. However, the court found that the case had been filed on the bad advice of counsel and his incorrect belief that the filing was proper. Accordingly, the court stayed the relief granted to FDIC briefly to give the debtor's principal time to consider his options. The debtor then made the instant motion to dismiss these proceedings."

On September 1, 2015, Richard/Desert Lifestyles bought, closed and turned off the water to the golf course in an attempt to destroy it. After losing in Judge Boulware's, Court, they transferred the property to the new shell corporation, Stoneridge Parkway, and by way of financing through yet another, even newer shell corporation, Aevitas. Since the transfer made the very expensive preliminary injunction basically moot, and while under protection of the stay, the debtor has since let the golf course die, and the clubhouse be vandalized. Far from doing anything to protect the asset, the debtor has done more to destroy it instead, almost as if Stoneridge and Western Golf were agents of Ron Richards. This was the original goal of Richards and Desert Lifestyles from the beginning. Now that the course is destroyed, the debtor's infeasible plan is to carve up the corpse and turn it into gold.

2. Debtor's Plan is not Feasible, and has no chance of success. If Debtor acknowledges that they will never get the 75% Homeowner support required to change the property, the remaining options are non-starters. They would need to compel the Court to strip away the restrictive easements. This will not solve the Debtors dilemma.

> A. The restrictive covenant will endure, the case law shows that stripping the easement will be short lived until the Homeowners appeal and the equitable servitude is restored by reinstating the express easement, or finding an implied easement..
>
> B. Removing the "reciprocal easement" agreement would literally land lock the bulk of the property as the reciprocal means that both parties are involved. Removing the golf course agreement would also remove the easement for the residential access streets only allowing access to the 2.2 acre parcel at Rainbow and Grand Teton and

the 19.2 acre parcel # 125-10-110-009 on the west side of the golf course that touches a Public street.

C. The Plan is contrary to the NRS 278a requirement that any change "Is not granted solely to confer a private benefit upon any person.", and absolutely contrary to public policy in NRS 361a in that, "The Legislature hereby further finds and declares that the use of real property and improvements on that real property as a golf course achieves the purpose of conserving and enhancing the natural and scenic resources of this State and promotes the conservation of open space."

3. The Plan Exhibit D is either not allowed or requires extensive engineering or the taking of HOA community property not in proper easements

A. Subdivision 1 is 100% in the drainage easement, and while not unbuildable, cannot be simply designated as buildable land without a drainage study.

B. Subdivisions 2 and 3 have no access to drivable streets. The parcel is actually a single piece, and the only golf course parcel with a Drainage Study. Unfortunately for the debtor, it is also landlocked by HOA property, having only Golf Cart and Maintenance access. According to the plan exhibit D, and access to parcel #125-10-110-014 containing subdivisions two and three, ingress and egress crosses Parcel #125-10-197-031, Subdivision common element. Short of seizing HOA property, there is no access to that parcel.

C. Subdivisions 4 and 5 suffer from the same problem as 2 and 3, except for this ingress and egress crosses parcel #125-10-597-018, also a Subdivision common element.

D. Subdivision 6 has no access as designed. The proposed access si not onlt a fire access easement, but also uses residential streets as access roads. Even if the Debtor was able to seize and cross parcels #125-10-597-009 and #125-10-512-083.

E. Subdivisions 2, 3 and 6 Have Homes and roads built over emergency fire access easements.

F. Subdivisions 4, 5 and 6 have homes and roads built over water and sewer easements.

G. Subdivisions 2, 3, 4, 5 and 6 would not only need to seize and cross HOA property, but all the traffic would be using, and overloading Cupp Drive, a two lane road that already has plenty of Silverstone traffic.

4. The Plan unfairly disadvantages the Hoa and Homeowners. Debtor's plan to satisfy the requirements of the Bankruptcy Code by taking 60-67 acres of land to be repurposed and sold creates significant hardship.

A. The course is destroyed, the clubhouse is vandalized and the debtor admits it is a liability in its present state. While the Debtor assumes his property will be free and clear, and that the City will magically just agree to re-entitle the property, the reality is different. The first step would be the dismissal of the restrictive easement and the 75% homeowner support requirement. Even if the courts cooperate, the city would be hard pressed before allowing the dismantling of a planned Development that has been complete for over a decade.

B. The Debtor proposes to donate over 200 acres to the HOA as compensation for its claims, but this is a fraction of the destroyed Golf Course, mostly dominated by a Drainage Easement that is far from compliance and more of a liability than any kind of usable asset. More to the point is that the Valuations are not correct. While Debtor benefits from the provisions of the Plan, they leave the HOA with practically all the liability and expense of the Public Drainage Easement, and a clubhouse that would require the HOA to secure and maintain. Whether the HOA is expected to spend millions to restore some kind of Golf Course or is expected to salvage some kind of REQUIRED open space, the HOA cannot be expected to assume such liability and

cost. Basically, even if the Debtor could somehow manage to retain, and sell property for residential building, the left over land would be required to satisfy "open space requirements" and thus not only unbuildable and worthless, but would require significant funding to maintain the property. The Debtor is NOT giving the HOA an asset, but a liability.

While Debtor claims to hope to harvest $300,000 per acre land for development for 60+ acres and claim $18,000,000 in proceeds, the reality for the HOA and Homeowners is that they would be left with worse than useless property that would end up significantly impairing the HOA and costing the Homeowners significantly. This is NOT fair and equal treatment to provide all the benefit for one class and cost an impaired class countless costs going forward.

If the Homeowners on the Golf Course have lost a VERY conservative $20 to $30 thousand per house, and there are 749 homes on the course, that is a loss of between $15 and $22.5 Million in losses suffered already. The permanent closing of Silverstone would compound that loss. Now, debtor proposes further losses for the Homeowner, not only in lower home values, but by FORCING a liability on them.

C. The Debtor plan will ultimately fail, as will land sales to perspective purchasers once they realize that liability still exists and the land is not free and clear of future legal action that will take years to resolve.

VI. Conclusions

1. The original sale on September 1, 2015 was a naked and bold attempt to destroy the troubled Silverstone Golf Course. Without any required prior notice, Richards/Schlesinger using Desert Lifestyles, D-Day Capital and Western Golf closed the club. Once halted by the actions of the

Homeowners and HOA, the property was transferred in another attempt to this time avoid the Judgment in Federal Court by using a change in ownership and these Bankruptcy proceedings.

Having failed to check the recorded Documents for ALL six parcels, practically nobody knew of the existence of D-Day and it's relation to Richards at the time of the sale to Stoneridge. It is important to also note practically nobody knew about Aevitas also, let alone Madris, and his connection to the case. This information was also never brought to the attention of Judge Boulware when he issued his minute order one day after the Course was sold, in the middle of his case, and despite his specifically asking for such relevant information in the December 16, 2015 Minute Order.

The facts surrounding the original transaction, the involvement of the related parties, and the actions they have taken, as well as the circumstances surrounding the subsequent sale to Stoneridge were kept concealed from the Courts. They were also held back as well from the only true victims in this situation, the Homeowners. This is even more obvious when considering that not only was Judge Boulware not informed of the relation of Richards and D-Day, or the involvement of Madris/Aevitas and D-Day, but also when considering a determination of whether it was true arm's length transaction. The Court was never told:

A. The true relationship between Richards/Schlesinger and D-Day

B. The involvement of Howard Madris as lawyer for D-day as well as Aevitas.

C. The 15 year relationship between, Modab and Abbasi, and that Abbasi was also connected to Richards. They even had Modab sign a Conflict Waiver.

D. That Modab had/has NO investment at all in the 'Book Entry' transaction to Stoneridge.

E. That the lawyer Abbasi, a 15 year friend of Modab, who did ALL the due diligence for his client, and was the key individual who arranged, negotiated and helped structure the deal was actually ALSO representing Richards and in the transaction. This was not even revealed until August of 2016 in 341 testimony by Danny Modab.

Had Judge Boulware known about D-Day and Aevitas and who controlled them, it would have cast doubt that Danny Modab/Stoneridge Parkway was ever a bona fide purchaser. The involvement of Abbasi is also in direct contradiction to what was previously told to the courts, especially in light that Modab did NO due diligence, not even a site visit, and he relied solely on the advice and guidance of Abbasi who was also representing Richards/Desert Lifestyles. Compounding this issue is the fact that according to HOA records, Richards is still involved, having had a conference with HOA lawyer Dan Lev as recently as July of 2016, well after time that he claimed he had no longer had an interest in the property back in December. (Exhibit _)With all of the doubts and talk of New Debtor Syndrome, Sweetheart Deals and whether this was a true arm's length transaction, one must seriously question why this case has gone on for as it has given the circumstances.

2. The golf course owner, whether it is Danny Modab, Ron Richards, Michael Schlesinger, Desert Lifestyles, Aevitas or the supposed Stoneridge Parkway, they had to have at least Constructive and Inquiry Notice of the Restrictive Covenants that touch and run with the land. In any case, Modab's due diligence/web surfing would have at least revealed the 3 month old legal battles that involved the property. The golf course owner and/or the Debtor KNOWINGLY entered into the transaction and cannot simply disrupt and destroy a planned community while ignoring the obligations they signed onto by purchasing the property. If any fault or blame exists, it lies with the golf course owner. The owner that now asks the Court to penalize the Homeowners and HOA, who through no fault or actions of their own, are the only losers in this case. At the same time, they ask the court to allow a breach of the Home owners right to equitable servitude, while bestowing a benefit on the golf course owner and its successors they are not entitled to.

3. The legal precedent to successfully strip the Restrictive Covenants from the land and redevelop it without the consent of the Homeowners simply does not exist. Whether written and running with the land, or implied by the facts and actions of the developer, the courts consistently side with the

recognition of the Equitable Servitude that touches and runs with the land. The Court has said it lacks the ability to strip the 75% vote requirement, and the case law supports that conclusion. Further to that point, the case law goes much further in recognizing that absent an operating golf course, owners are still obligated to maintain the properties. Judge Boulware's Court recognized this and also came to this conclusion. What the Debtors plan does is ask the courts to harm the residents of the community because they entered into land speculation deal. A decision to strip the restrictive covenant, the only way this plan can proceed, should not, and would not survive scrutiny. All that is being achieved here is the unwarranted destruction of the golf course in a naked attempt to bully the homeowners into relinquishing their rights. It has already cost the community more than the debtor could ever recover under the plan, and the plan only further harms the community while rewarding both the potential bad actors, Modab/Stoneridge and Aevitas.

The Court has indicated it is not in the business of restoring golf courses, only to restructure debt. Accordingly, this dispute should be between Stoneridge and Aevitas, not as an adversary situation between the Homeowners/HOA and the golf course owner. In considering the plan, the Court should also recognize the rights of the Homeowner, and that by adopting the plan, would infact not only be destroying the way of life of the community, but would also be ordering the almost complete restructuring of the aggrieved community on top of that. By forcing this action on any impaired class, the court would in essence be allowing the Debtor to use Bankruptcy Protection law as a weapon against its adversaries in a one-sided land speculation that would otherwise NEVER be allowed.

4. Even in the event the plan is allowed to proceed, and if it is not stopped on appeal, it would certainly be contrary to the NRS planned community guidelines and current State public policy. The nature of, and the facts involved with this would almost assure that any plan to re-entitle any part of the property would either be DOA, or debated and restricted well into the next decade. Even if the proposal ever saw the light of day, it would once again simply fall back to the Courts once again. In

any event, there won't be any progress anytime soon, and any Developer getting involved could expect similar treatment. The easiest way to demonstrate this is that nothing has ever been proposed or even discussed with the Authorities needed to proceed.

This is no more than a simple case of aggressive land speculation by individuals seeking to make a profit of the misfortune of others. What it has evolved into is a case where a speculator has made a veiled attempt to circumvent the lawful orders of a Federal Judge, while also continuing to attempt force a square peg into a round hole. I ask the Courts to look deeper into the facts and motives of the parties involved, and find that the only innocent victims are the same party being disadvantaged by this plan, the Homeowners. Modab has invested and lost nothing, and Richards FULLY understood what he was doing in this FIFTH of EIGHT known golf course assaults. I would ask the Courts adjust the debt, resolve the issues between the Debtor and the Creditor, dismiss this filing and leave them with the quagmire they have CREATED for themselves. I also ask that the Court NOT FURTHER harm the only innocent parties, the Homeowner and HOA, who have done nothing but lose, and continue pay for a problem NOT of their making, forced upon them for the sake of a land speculator too lazy to find proper, legitimate land to invest in and market.

Thank You for your time and consideration. The Court is welcome to any and all information and sources I am privy to, and will be available upon request.

DATED this 31st day of January, 2017.

Patrick M. Spilotro
8177 Bay Colony
Las Vegas, Nevada 89131

CERTIFICATE OF SERVICE

I hereby certify that on January 31, 2017, I filed the foregoing document with the Clerk of Bankruptcy Court, which will send notification of such filing to parties in the case. We also hereby certify that we have mailed this document by U. S. Postal Service to the following attorneys who sent us the Notice of Hearing for Approval of Disclosure Statement at the addresses listed below:

Samuel A. Schwartz, Esq.
Bryan A. Lindsey, Esq.
SCHWARTZ FLANSBURG, PLLC
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119

DATED this 31st day of January, 2017.

Patrick M. Spilotro
8177 Bay Colony
Las Vegas, Nevada 89131

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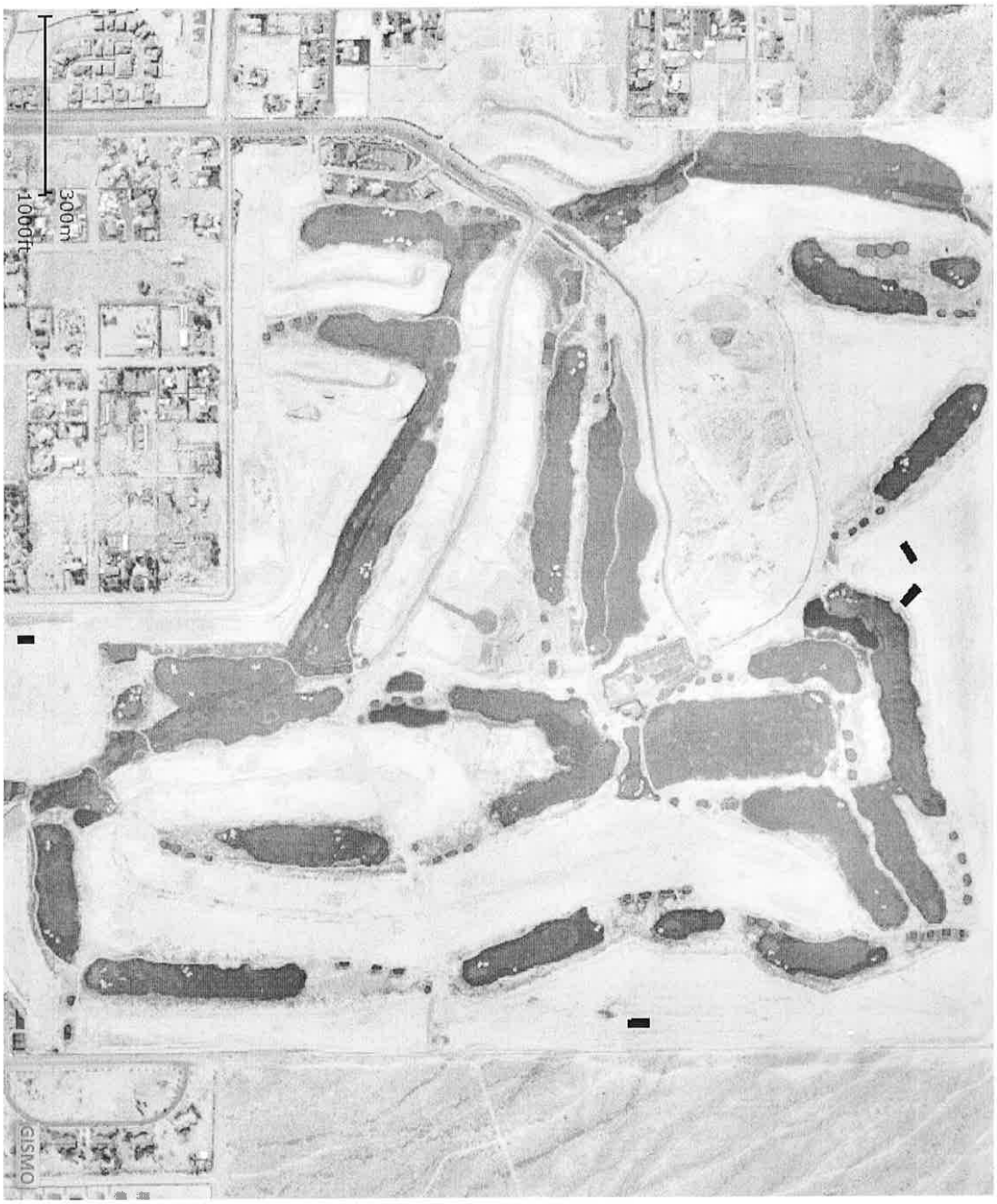
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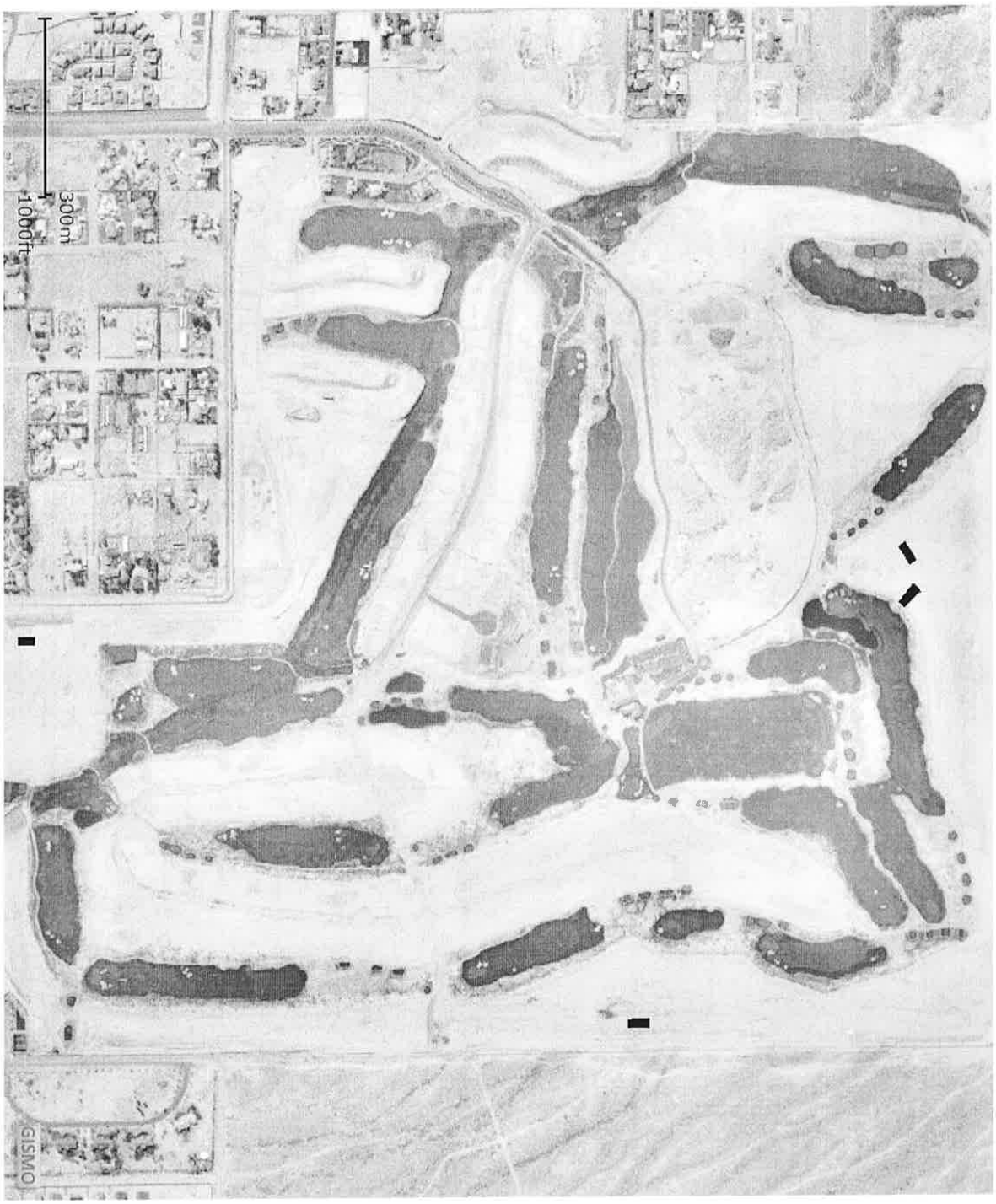
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CUSTOM LOTS AT QUEENSRIDGE NORTH

PURCHASE AGREEMENT, EARNEST MONEY RECEIPT AND ESCROW INSTRUCTIONS

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

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

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

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

Assessors Parcel No. _____

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

a. "Purchase Price" is $ 243,000

b. "Scheduled Closing Date" is May 2 00

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

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

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

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

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

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

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

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

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

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

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

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

4. Escrow. Purchaser and Seller agree that the transaction contemplated in this Agreement shall be consummated through an escrow (the "Escrow") to be established with Nevada Title Company, 2500 Hillwood Drive, Suite 110, Las Vegas, Nevada 89134, Attention: Mary Radiban ("Escrow Agent"). Upon Seller's acceptance and delivery of this Agreement to Escrow Agent together with the Earnest Money Deposit, Escrow shall be deemed open. This Agreement shall constitute irrevocable escrow instructions to Escrow Agent. Escrow will close on or before the Scheduled Closing Date described in Section 1 above. If Escrow cannot close on the Scheduled Closing Date due to the failure of the Purchaser to timely perform its obligations hereunder, Purchaser will be deemed to be in default under this Agreement, and Seller will be entitled to the remedies set forth in Section 7 hereof.

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

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

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

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

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

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

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

11. Association Fees. Purchaser acknowledges and understands that the Lot being purchased is located in the Planned Community known as "Queensridge" and is subject to the Applicable Declarations. As owner of the Lot, Purchaser shall be a member of the Association. Purchaser understands and agrees that Purchaser shall be responsible for payment to the Association of all Assessments imposed by the Applicable Declarations, which include the Annual Assessments, if any, Assessments for the Queensridge North Special Benefits Area, Special Benefits Area Assessments for the Orient Express Special Benefits Area, and any other Assessments imposed by the Applicable Declarations (collectively "Assessments"). The combined total amount of the Assessments applicable to the Lot on the date of execution of this Agreement is Two Hundred Seventy 270 Dollars ($ 270) per month. Purchaser agrees to pay at Close of Escrow the first three monthly installments of the Assessments. The amount of Purchaser's Assessments may increase in subsequent years as provided in the Applicable Declarations and any amendments thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

purposes is set forth beneath Purchaser's signature to this Agreement. Seller's address for notice purposes is 851 South Rampart, Las Vegas, Nevada 89128.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PURCHASER:

Signature: [signature]

Printed Name: Robert N Peccole

Date: 4/11/00

Signature: Nancy A. Peccole

Printed Name: NANCY PECCOLE

Date: 4-11-00

Address: ____________________

____

____

Phone (Res.): ____________________

Phone (Bus.): ____________________

ACKNOWLEDGMENT OF RECEIPT OF PURCHASER'S EARNEST MONEY DEPOSIT:

Date: 4/11, 00

(Sales Representative)

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

SELLER'S ACCEPTANCE

Accepted by Seller on ________________, ____.

NEVADA LEGACY 14, LLC, a Nevada limited liability company

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

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

CONSENT OF ESCROW AGENT:

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

Escrow Agent:

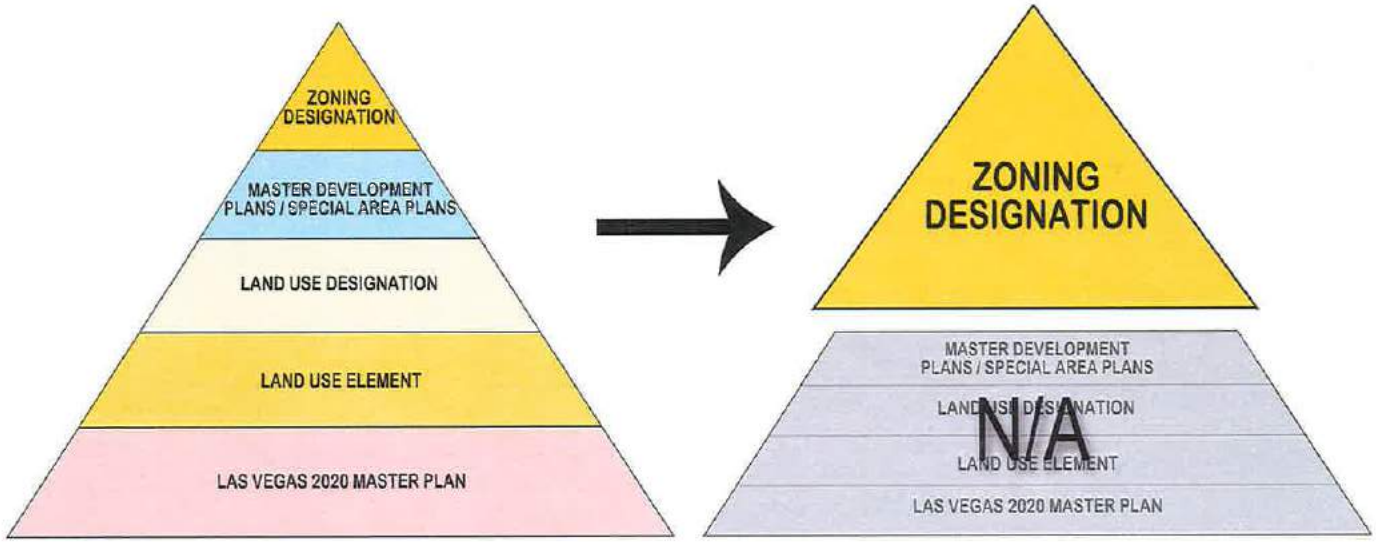
Nevada Title Company, a Nevada corporation

By: ______________________

Its: ______________________

Date: ______________________

LAND USE HIERARCHY*



PRE-ZONING

POST-ZONING

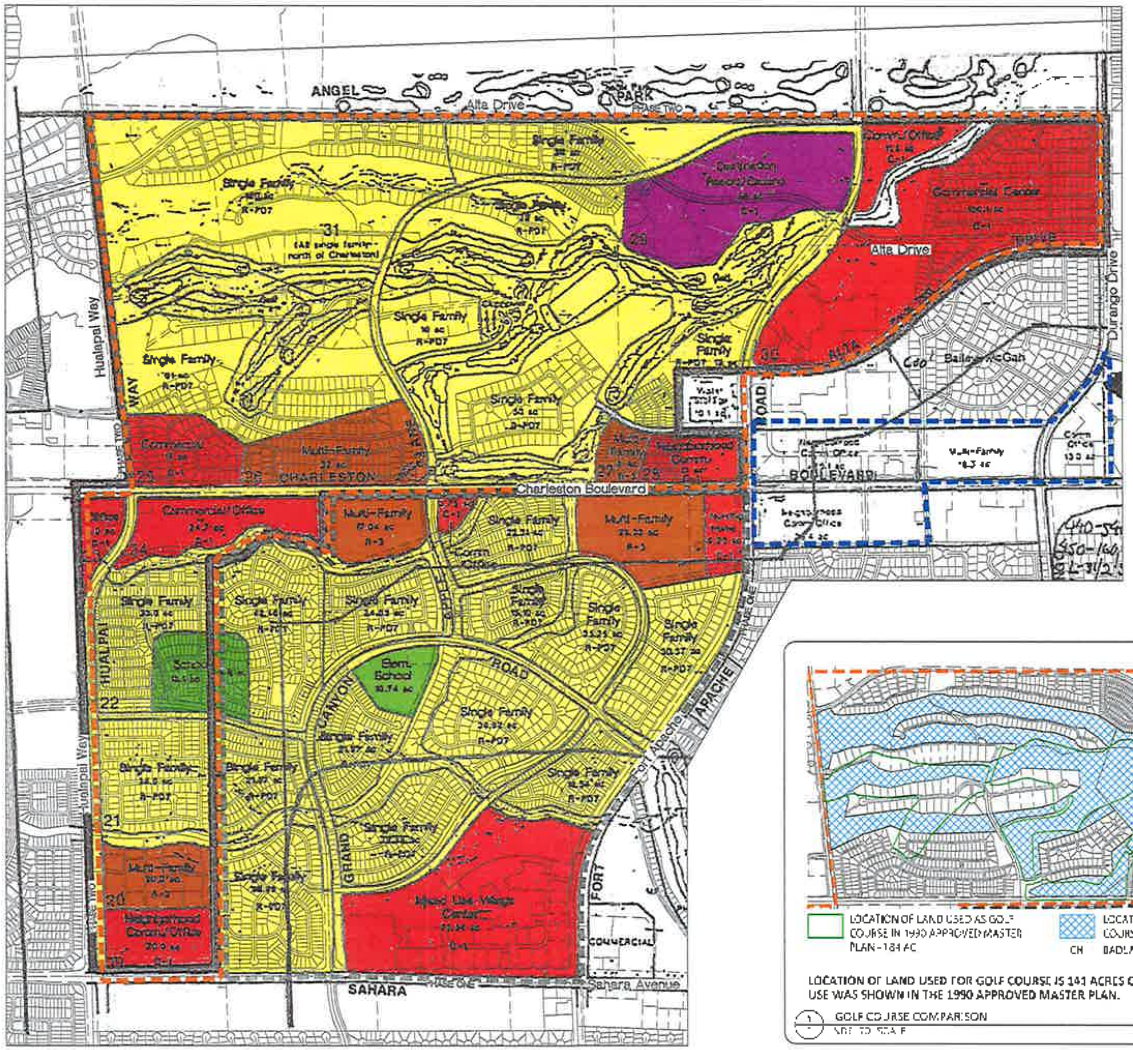
ACP:ATTORNEY CLIENT PRIVILEGE

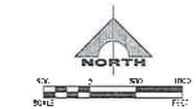
*REFER TO PAGE 19 OF LAND USE & RURAL NEIGHBORHOODS PRESERVATION ELEMENT (LAS VEGAS 2020 MASTER PLAN)

EXHIBIT F-1

2/22/2016

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





LEGEND

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

OWNER: BD LAND COMPANY LLC
SEVENTY ACRES LLC
FORESTAR5 LTD

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

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

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"AS-BUILT"

PECCOLE RANCH
LAND USE DATA
PHASE TWO

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

1990 CONCEPTUAL PLAN

PECCOLE RANCH
LAND USE DATA
PHASE TWO

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

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

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"AS-BUILT"

PECCOLE RANCH
LAND USE DATA
PHASE TWO

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

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

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NRS 278.0233 Actions against agency: Conditions and limitations.

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

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

(1) Is arbitrary or capricious; or

(2) Is unlawful or exceeds lawful authority.

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

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

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

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

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

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

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

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

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

(g) Unless all administrative remedies have been exhausted.

(h) Against any individual member of the agency.

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

278.0233

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

DECLARATION OF LUANN HOLMES

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

LUANN HOLMES, declares, alleges and states as follows:

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

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

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

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

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

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

DATED this 15 day of November, 2016.

LUANN HOLMES

CHAPTER 278A - PLANNED DEVELOPMENT

GENERAL PROVISIONS

STANDARDS AND CONDITIONS FOR PLANNED DEVELOPMENTS

GENERAL PROVISIONS

MINIMUM STANDARDS OF DESIGN

ENFORCEMENT AND MODIFICATION OF PROVISIONS OF APPROVED PLAN

PROCEDURES FOR AUTHORIZATION OF PLANNED DEVELOPMENT

GENERAL PROVISIONS

PROCEEDINGS FOR TENTATIVE APPROVAL

PROCEEDINGS FOR FINAL APPROVAL

JUDICIAL REVIEW

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

STANDARDS AND CONDITIONS FOR PLANNED DEVELOPMENTS

General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NRS 278A.210 Public facilities.

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

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

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

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

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

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

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

Minimum Standards of Design

NRS 278A.230 Adoption by ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NRS 278A.350 Streets: Construction and design.

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

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

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

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

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

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

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

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

ENFORCEMENT AND MODIFICATION OF PROVISIONS OF APPROVED PLAN

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

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

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

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

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

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

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

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

NRS 278A.400 Enforcement by residents.

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

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

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

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

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

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

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

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

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

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

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

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

PROCEDURES FOR AUTHORIZATION OF PLANNED DEVELOPMENT

General Provisions

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

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

Proceedings for Tentative Approval

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proceedings for Final Approval

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

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

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

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

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

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

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

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

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

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

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

2. The landowner may:

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

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

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

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