

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

vs.

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

Respondents.

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

Appellants/Cross-Respondents,

vs.

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

Respondent/Cross-Appellant.

No. 84345

Electronically Filed
Sep 30 2022 11:50 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

No. 84640

**AMENDED
JOINT APPENDIX
VOLUME 128, PART 18**

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Attorneys for City of Las Vegas

EXHIBIT A

LEGAL DESCRIPTION

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

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

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

Also that certain parcel of land described as follows:

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

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

Excepting therefrom that certain parcel of land described as follows:

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

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

25873470.3

ROR023893

25302

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

Also that certain parcel of land described as follows:

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

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

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

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

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

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

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

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

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

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

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EXHIBIT B

DESCRIPTION OF PERSONAL PROPERTY

(a) All personal property (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, and construction materials and software embedded in any of the foregoing) in which Trustor now or hereafter acquires an interest or right, which is now or hereafter located on or affixed to the Premises or the Improvements or used or useful in the operation, use, or occupancy thereof or the construction of any Improvements thereon, together with any interest of Trustor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character, relating to the Premises, Improvements, or such personal property;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of the Obligations remains unpaid or unperformed, may accrue from such personal property or any part thereof or from the Premises, the Improvements or any other part of the Trust Estate, or which may be received or receivable by Trustor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation, or use thereof;

(c) All of Trustor's present and future rights to receive payments of money, services, or property, including, without limitation, rights to all deposits from tenants of the Premises or Improvements, rights to receive capital contributions or subscriptions from Trustor's partners or shareholders, amounts payable on account of the sale of partnership interests in Trustor or the capital stock of Trustor, accounts and other accounts receivable, deposit accounts, chattel paper (whether tangible or electronic), notes, drafts, contract rights, instruments, general intangibles, and principal, interest and payments due on account of goods sold or leased, services rendered, loans made or credit extended, together with title to or interest in all agreements, documents, and instruments, evidencing, securing or guarantying the same;

(d) All other intangible property (and related software) and rights relating to the Premises, the Improvements, the personal property described in Paragraph (a) above or the operation, occupancy, or use thereof, including, without limitation, all governmental and non-governmental permits, licenses, and approvals relating to construction on or operation, occupancy, or use of the Premises or Improvements, all names under or by which the Premises or Improvements may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names and trademarks relating in any way to the Premises or the Improvements, and all good will and software in any way relating to the Premises or the Improvements;

(e) Trustor's rights under all insurance policies covering the Premises, the Improvements, the Personal Property, and the other parts of the Trust Estate and any and all proceeds, loss payments, and premium refunds payable regarding the same;

(f) All reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of any Improvements on the Premises;

- (g) All water stock relating to the Premises;
- (h) All causes of action, claims, compensation, and recoveries for any damage to, destruction of, or condemnation or taking of the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any loss or diminution in value of the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate;
- (i) All as extracted collateral produced from or allocated to the Premises, including, without limitation, oil, gas, and other hydrocarbons and other minerals;
- (j) All architectural, structural, mechanical, and engineering plans and specifications prepared for construction of Improvements or extraction of minerals or gravel from the Premises and all studies, data, and drawings related thereto; and also all contracts and agreements of the Trustor relating to the aforesaid plans and specifications or to the aforesaid studies, data, and drawings or to the construction of Improvements on or extraction of minerals or gravel from the Premises;
- (k) All commercial tort claims Trustor now has or hereafter acquires relating to the properties, rights, titles, and interests referred to in this Exhibit B or elsewhere in the Deed of Trust;
- (l) All letter of credit rights (whether or not the letter of credit is evidenced by a writing) Trustor now has or hereafter acquires relating to the properties, rights, titles and interest referred to in this Deed of Trust;
- (m) All proceeds from sale or disposition of any of the aforesaid collateral and all supporting obligations ancillary thereto or arising in any way in connection therewith;
- (n) All Trustor's rights in the undisbursed proceeds of the Loan evidenced by the Note;
- (o) All of Trustor's rights in any and all warranties and guaranties with respect to any goods, materials, supplies, chattels, fixtures, equipment, machinery, building materials, and work in progress attached to or placed in or on any part of the Premises, or used in connection with any construction on the Premises, and all funds paid under, or set aside with respect to, such warranties;
- (p) All of Trustor's rights under any agreements affecting the Premises, whether now existing or hereafter arising;
- (q) All contracts and contract rights, licenses, including without limitation, any and all of Trustor's alcohol and retail beverage licenses, causes of action, claims, condemnation proceeds, profits, concessions, fees, leases and lease guaranties, rents, security deposits, utility deposits, trademarks or trade names, utility contracts, maintenance contracts and agreements, management contracts, service contracts, chattel paper, negotiable instruments, instruments, letters of credit, policies and proceeds of insurance, cash bank accounts, and refunds

for taxes or premiums of any insurance, equipment, fixtures, furnishings, inventory and supplies, landscaping equipment, tools and supplies, computer or other control systems, accounts receivable for expenditures and any other payments, and related facilities owned by Trustor and located on the Premises, together with all present and future attachments, accessions, replacements, additions, products and proceeds thereof;

(r) All of Trustor's rights as a declarant, developer, or otherwise, including, without limitation, all voting and other rights under all covenants, conditions, and restrictions affecting the Premises, the Improvements, or the master planned community of which the Premises are a part, whether now existing or hereafter arising;

(s) All of Trustor's rights in all plans, specifications, plats, agreements, assessments, reports, and surveys related to the Premises;

(t) All proceeds of any of the foregoing.

As used in this Exhibit B the terms "Obligations," "Note," "Trust Estate," "Premises," "Improvements," "Loan Agreement," and "Personal Property" shall have the meanings set forth in the Deed of Trust to which this Exhibit B is attached.

APN: 138-32-301-004

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Alan C. Sklar, Esq.
Sklar Williams PLLC
410 South Rampart Boulevard, Suite 350
Las Vegas, Nevada 89145

**NOTICES OF TAXES SHOULD BE
SENT TO:**

Seventy Acres LLC
1215 South Fort Apache Road, Suite 120
Las Vegas, Nevada 89117
Attention: Vickie DeHart

RPTT: \$-0- (exempt) /

Inst #: 20151116-0000239

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

RPTT: \$0.00 Ex: #001

11/16/2015 08:01:44 AM

Receipt #: 2607151

Requestor:

TICOR TITLE LAS VEGAS

Recorded By: RNS Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

15540174 S&S

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That **180-LAND CO LLC**, a Nevada limited-liability company ("**Grantor**"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby quitclaim and convey to **SEVENTY ACRES LLC**, a Nevada limited-liability company whose mailing address is 1215 South Fort Apache Road, Suite 120, Las Vegas, Nevada 89117, all right, title and interest of Grantor in and to that real property situated in the County of Clark, State of Nevada, bounded and described as set forth in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with all right, title and interest of Grantor in and to all tenements, hereditaments and appurtenances to such real property, including, without limitation, all right, title and interest of Grantor in and to all streets and other public ways adjacent to such real property, and all water and development rights related to such real property.

[SIGNATURE PAGE FOLLOWS]

PRJ-63491
02/25/16

ROR023899

25308

IN WITNESS WHEREOF, this instrument has been executed this 10 day of November, 2015.

180 LAND CO LLC, a Nevada limited-liability company

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

By: [Signature]
Name: U DeHart
Title: Manager

STATE OF NEVADA)
) :SS
COUNTY OF CLARK)

This instrument was acknowledged before me on November 10, 2015 by Dickie DeHart as a Manager of EHB Companies LLC, a Nevada limited-liability company and the Manager of 180 Land Co LLC, a Nevada limited-liability company.

[Signature]
NOTARY PUBLIC



State of Nevada
Appointment No. 07-4284-1
Expires Jul 26, 2019

PRJ-63491
02/25/16

ROR023900

25309

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL I

LOT 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 120 OF PARCEL MAPS, PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND THEREAFTER AMENDED BY CERTIFICATE OF AMENDMENT RECORDED JULY 2, 2015 IN BOOK 20150702 AS INSTRUMENT NO. 01264 OF OFFICIAL RECORDS.

PARCEL II

AN EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN THAT CERTAIN EASEMENT AGREEMENT RECORDED FEBRUARY 9, 1996 IN BOOK 960209 AS INSTRUMENT NO. 00567, OFFICIAL RECORDS

PRJ-63491
02/25/16

ROR023901

25310

APN: 138-31-702-002
138-31-712-004
138-31-801-002
138-32-301-004

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Alan C. Sklar, Esq.
Sklar Williams PLLC
410 South Rampart Boulevard, Suite 350
Las Vegas, Nevada 89145

**NOTICES OF TAXES SHOULD BE
SENT TO:**

180 Land Co LLC
1215 South Fort Apache Road, Suite 120
Las Vegas, Nevada 89117
Attention: Vickie DeHart

RPTT: \$-0- (exempt) *Section 1*

15340174 565

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That **FORE STARS, LTD.**, a Nevada limited-liability company ("**Grantor**"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby quitclaim and convey to **180 LAND CO LLC**, a Nevada limited-liability company whose mailing address is 1215 South Fort Apache Road, Suite 120, Las Vegas, Nevada 89117, all right, title and interest of Grantor in and to that real property situated in the County of Clark, State of Nevada, bounded and described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference, together with all right, title and interest of Grantor in and to all tenements, hereditaments and appurtenances to such real property, including, without limitation, all right, title and interest of Grantor in and to all streets and other public ways adjacent to such real property, and all water and development rights related to such real property.

[SIGNATURE PAGE FOLLOWS]

Inst #: 20151116-0000238
Fees: \$19.00 N/C Fee: \$25.00
RPTT: \$0.00 Ex: #001
11/16/2016 08:01:44 AM
Receipt #: 2607161
Requestor:
TICOR TITLE LAS VEGAS
Recorded By: RNS Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

PRJ-63491
02/25/16

ROR023902

25311

IN WITNESS WHEREOF, this instrument has been executed this 10 day of November, 2015.

FORE STARS, LTD., a Nevada limited-liability company

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

By: V. DeHart
Name: V. DeHart
Title: Manager

STATE OF NEVADA)
):SS
COUNTY OF CLARK)

This instrument was acknowledged before me on November 10, 2015 by Vickie DeHart as a Manager of EHB Companies LLC, a Nevada limited-liability company and the Manager of Fore Stars, Ltd., a Nevada limited-liability company.

Leeann Stewart-Schencke
NOTARY PUBLIC



PRJ-63491
02/25/16

ROR023903

25312

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

PARCEL I:

LOT 2, LOT 3 AND LOT 4 AS SHOWN BY MAP THEREOF ON FILE IN FILE 120 OF PARCEL MAPS, PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND THEREAFTER AMENDED BY CERTIFICATE OF AMENDMENT RECORDED JULY 2, 2015 IN BOOK 20150702 AS INSTRUMENT NO. 01264 OF OFFICIAL RECORDS.

APNs: 138-32-301-004 (Lot 2)
138-31-702-002 (Lot 3)
138-31-801-002 (Lot 4)

PARCEL II:

PECCOLE WEST PARCEL 20 LOT G (COMMON AREA), LYING WITHIN TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., AND SHOWN BY MAP THEREOF ON FILE IN BOOK 87, PAGE 54, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

APN: 138-31-712-004 (Lot G)

PARCEL III:

AN EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN THAT CERTAIN EASEMENT AGREEMENT RECORDED FEBRUARY 9, 1996 IN BOOK 960209 AS INSTRUMENT NO. 00567, OFFICIAL RECORDS

PRJ-63491
02/25/16

ROR023904

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- 1 by Defendants' former co-Plaintiff Frank Schreck in late December 2015, and
2 repeated again in early 2016.
- 3 25. On December 17, 2015, the Binion Lawsuit was furnished by Defendants and the
4 DOES to a reporter at the Las Vegas Review Journal, four (4) days prior to service of
5 the lawsuit upon 180 Land Co LLC, Seventy Acres LLC, and Fore Stars Ltd., in order
6 to print the baseless and scurrilous allegations against the Plaintiffs in this action as
7 part of the character attack campaign. This was just the beginning, as Defendants
8 and the DOES intended to filing future baseless litigation, as stated by Attorney Todd
9 Bice in the Las Vegas Review Journal article, "This is the first lawsuit to bring an end
10 to that process," he said. "I don't know whether it will be the last one."
- 11
12 26. On December 21, 2015, the Binion Lawsuit was served upon 180 Land Co LLC,
13 Seventy Acres LLC, and Fore Stars Ltd.
- 14
15 27. On December 1, 2015, Plaintiff Seventy Acres LLC entered into an Agreement for
16 Purchase and Sale of Property with a luxury apartment builder ("Apartment Builder")
17 to acquire 16-18 acres of land for Thirty Million Two Hundred Forty Thousand Dollars
18 (\$30,240,000) (\$30 Million Sale Agreement).
- 19
20 28. On January 29, 2016, Bank of Nevada, Plaintiffs' lender withdrew its offer to provide
21 a large development loan for the overall project, as a result of the Binion Lawsuit.
- 22
23 29. Defendants and DOES knowingly interfered with Plaintiffs' relationship with Bank of
24 Nevada.
- 25
26 30. As a result of the Binion Lawsuit, prospective purchasers of lots on the Land withdrew
27 consideration of purchasing the multi-million dollar lots.
- 28

*Received
Mar. 2015*

*File & use
12/26/14*

BINION, JACK B.

V.

FORE STARS, LTD.

CASE NO.: A-15-729053-B
DEPT. NO.: XXVII

CITY COUNCIL MEETING

DATE: June 21ST, 2017
TIME: 3:00 P.M.
LOCATION: CITY HALL

Submitted at City Council

Date 6/21/17 Item 131 - 134

By: Jimmy JIMMERSON

ROR023906

25315

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

2 **ORDINANCE NO. 5353**

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

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

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

7 **THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN**

8 **AS FOLLOWS:**

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

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

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

FORE000102

ROR023907

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

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

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

9 APPROVED:

10 By 
11 OSCAR B. GOODMAN, Mayor

12 ATTEST:

13 
14 BARBARA J. RONEMUS, City Clerk

15 APPROVED AS TO FORM:

16 Valsted 7-6-01
17 Date

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

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

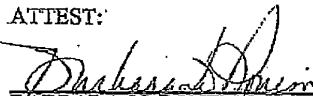
9 VOTING "NAY": None

10 ABSENT: None

11 APPROVED:

12 
13 OSCAR B. GOODMAN, Mayor

14 ATTEST:

15 
16 BARBARA JO RONEMUS, City Clerk

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*13831-713002 (179.2)

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ROR023910

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Prepared 7/6/2001

PARCEL NUMBER	CONVEYANCE	NEW/OLD ZONING	PARCEL NUMBER	CURRENT ZONING	NEW/OLD ZONING	PARCEL NUMBER	CURRENT ZONING	NEW/OLD ZONING	PARCEL NUMBER	CURRENT ZONING	NEW/OLD ZONING
12508320001	R-E	R-PD6	12516613003	R-E	R-PD6	12526510047	R-E	R-PD3	13831420002	U(ML)	R-PD7
12508320002	R-E	R-PD6	12516613004	R-E	R-PD6	12526510048	R-E	R-PD3	13831420003	U(ML)	R-PD7
12508320003	R-E	R-PD6	12516613005	R-E	R-PD6	12526597001	R-E	R-PD3	13831420004	U(ML)	R-PD7
12508320004	R-E	R-PD6	12516613006	R-E	R-PD6	12526597002	R-E	R-PD3	13831420005	U(ML)	R-PD7
12508320005	R-E	R-PD6	12516613007	R-E	R-PD6	12527312001	U(ML)	R-CL	13831420006	U(ML)	R-PD7
12508320006	R-E	R-PD6	12516613008	R-E	R-PD6	12527312002	U(ML)	R-CL	13831420007	U(ML)	R-PD7
12508320007	R-E	R-PD6	12516613009	R-E	R-PD6	12527312003	U(ML)	R-CL	13831420008	U(ML)	R-PD7
12508320008	R-E	R-PD6	12516613010	R-E	R-PD6	12527312004	U(ML)	R-CL	13831420009	U(ML)	R-PD7
12508320009	R-E	R-PD6	12516613011	R-E	R-PD6	12527312005	U(ML)	R-CL	13831420010	U(ML)	R-PD7
12508320010	R-E	R-PD6	12516613012	R-E	R-PD6	12527312006	U(ML)	R-CL	13831420011	U(ML)	R-PD7
12508320011	R-E	R-PD6	12516613013	R-E	R-PD6	12527312007	U(ML)	R-CL	13831420012	U(ML)	R-PD7
12508320012	R-E	R-PD6	12516613014	R-E	R-PD6	12527312009	U(ML)	R-CL	13831420013	U(ML)	R-PD7
12508320013	R-E	R-PD6	12516613015	R-E	R-PD6	12527312009	U(ML)	R-CL	13831420014	U(ML)	R-PD7
12508320014	R-E	R-PD6	12516613016	R-E	R-PD6	12527312010	U(ML)	R-CL	13831420015	U(ML)	R-PD7
12508320015	R-E	R-PD6	12516613017	R-E	R-PD6	12527312011	U(ML)	R-CL	13831420016	U(ML)	R-PD7
12508320016	R-E	R-PD6	12516613018	R-E	R-PD6	12527312012	U(ML)	R-CL	13831420017	U(ML)	R-PD7
12508320017	R-E	R-PD6	12516613019	R-E	R-PD6	12527312013	U(ML)	R-CL	13831420018	U(ML)	R-PD7
12508320018	R-E	R-PD6	12516613020	R-E	R-PD6	12527312014	U(ML)	R-CL	13831420019	U(ML)	R-PD7
12508320019	R-E	R-PD6	12516613021	R-E	R-PD6	12527312015	U(ML)	R-CL	13831420020	U(ML)	R-PD7
12508320020	R-E	R-PD6	12516613022	R-E	R-PD6	12527312016	U(ML)	R-CL	13831420021	U(ML)	R-PD7
12508320021	R-E	R-PD6	12516613023	R-E	R-PD6	12527312017	U(ML)	R-CL	13831420022	U(ML)	R-PD7
12508320022	R-E	R-PD6	12516613024	R-E	R-PD6	12527312018	U(ML)	R-CL	13831420023	U(ML)	R-PD7
12508320023	R-E	R-PD6	12516613025	R-E	R-PD6	12527312019	U(ML)	R-CL	13831420024	U(ML)	R-PD7
12508320024	R-E	R-PD6	12516613026	R-E	R-PD6	12527312020	U(ML)	R-CL	13831420025	U(ML)	R-PD7
12508320025	R-E	R-PD6	12516613027	R-E	R-PD6	12527312021	U(ML)	R-CL	13831420026	U(ML)	R-PD7
12508320026	R-E	R-PD6	12516613028	R-E	R-PD6	12527312022	U(ML)	R-CL	13831420027	U(ML)	R-PD7
12508320027	R-E	R-PD6	12516613029	R-E	R-PD6	12527312023	U(ML)	R-CL	13831420028	U(ML)	R-PD7
12508320028	R-E	R-PD6	12516613030	R-E	R-PD6	12527312024	U(ML)	R-CL	13831421001	U(ML)	R-PD7
12508320029	R-E	R-PD6	12516613031	R-E	R-PD6	12527312025	U(ML)	R-CL	13831421002	U(ML)	R-PD7
12508320030	R-E	R-PD6	12516613032	R-E	R-PD6	12527312026	U(ML)	R-CL	13831421003	U(ML)	R-PD7
12508320031	R-E	R-PD6	12516613033	R-E	R-PD6	12527312027	U(ML)	R-CL	13831421004	U(ML)	R-PD7

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KLW

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Prepared 7/6/2001

RANGE NUMBER	CURRENT ZONING	NEW ZONING	RANGE NUMBER	CURRENT ZONING	NEW ZONING	RANGE NUMBER	CURRENT ZONING	NEW ZONING	RANGE NUMBER	CURRENT ZONING	NEW ZONING
12508212001	R-E	R-PD6	12516511074	R-E	R-PD6	12525810031	R-E	R-I	13828224075	U(M)	R-PD20
12508212002	R-E	R-PD6	12516511075	R-E	R-PD6	12525810032	R-E	R-I	13828224076	U(M)	R-PD20
12508212003	R-E	R-PD6	12516511076	R-E	R-PD6	12525810033	R-E	R-I	13828224077	U(M)	R-PD20
12508212004	R-E	R-PD6	12516511077	R-E	R-PD6	12525810034	R-E	R-I	13828224078	U(M)	R-PD20
12508212005	R-E	R-PD6	12516511078	R-E	R-PD6	12525810035	R-E	R-I	13828224079	U(M)	R-PD20
12508212006	R-E	R-PD6	12516511079	R-E	R-PD6	12525810036	R-E	R-I	13828224080	U(M)	R-PD20
12508212007	R-E	R-PD6	12516511080	R-E	R-PD6	12525810037	R-E	R-I	13828224081	U(M)	R-PD20
12508212008	R-E	R-PD6	12516511081	R-E	R-PD6	12525810038	R-E	R-I	13828224082	U(M)	R-PD20
12508212009	R-E	R-PD6	12516511082	R-E	R-PD6	12525810039	R-E	R-I	13828224083	U(M)	R-PD20
12508212010	R-E	R-PD6	12516511083	R-E	R-PD6	12525810040	R-E	R-I	13828224084	U(M)	R-PD20
12508212011	R-E	R-PD6	12516511084	R-E	R-PD6	12525810041	R-E	R-I	13828224085	U(M)	R-PD20
12508212012	R-E	R-PD6	12516511085	R-E	R-PD6	12525810042	R-E	R-I	13828224086	U(M)	R-PD20
12508212013	R-E	R-PD6	12516511086	R-E	R-PD6	12525810043	R-E	R-I	13828224087	U(M)	R-PD20
12508212014	R-E	R-PD6	12516511087	R-E	R-PD6	12525810044	R-E	R-I	13828224088	U(M)	R-PD20
12508212015	R-E	R-PD6	12516511088	R-E	R-PD6	12525810045	R-E	R-I	13828224089	U(M)	R-PD20
12508212016	R-E	R-PD6	12516511089	R-E	R-PD6	12525810046	R-E	R-I	13828224090	U(M)	R-PD20
12508212017	R-E	R-PD6	12516511090	R-E	R-PD6	12525810047	R-E	R-I	13828224091	U(M)	R-PD20
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12508212019	R-E	R-PD6	12516511092	R-E	R-PD6	12525810049	R-E	R-I	13828224093	U(M)	R-PD20
12508212020	R-E	R-PD6	12516511093	R-E	R-PD6	12525810050	R-E	R-I	13828224094	U(M)	R-PD20
12508212021	R-E	R-PD6	12516511094	R-E	R-PD6	12525810051	R-E	R-I	13828224095	U(M)	R-PD20
12508212022	R-E	R-PD6	12516511095	R-E	R-PD6	12525810052	R-E	R-I	13828224096	U(M)	R-PD20
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12508212031	R-E	R-PD3	12516512003	R-E	R-PD6	12525810061	R-E	R-I	13828224105	U(M)	R-PD20
12508212032	R-E	R-PD3	12516512004	R-E	R-PD6	12525810062	R-E	R-I	13828224106	U(M)	R-PD20
12508212033	R-E	R-PD3	12516512005	R-E	R-PD6	12525810063	R-E	R-I	13828229712	U(M)	R-PD20
12508212034	R-E	R-PD3	12516512006	R-E	R-PD6	12525810064	R-E	R-I	13828229715	U(M)	R-PD20
12508212035	R-E	R-PD3	12516512007	R-E	R-PD6	12525810065	R-E	R-I	138282297015	U(M)	R-PD20
12508212036	R-E	R-PD3	12516512008	R-E	R-PD6	12525810066	R-E	R-I	13831212002	U(M,L)	R-PD7
12508212037	R-E	R-PD3	12516512009	R-E	R-PD6	12525810067	R-E	R-I	13831212004	U(M,L)	R-PD7
12508212038	R-E	R-PD3	12516512010	R-E	R-PD6	12525810068	R-E	R-I	13831213001	U(M,L)	R-PD7
12508212039	R-E	R-PD3	12516512011	R-E	R-PD6	12525810069	R-E	R-I	13831213002	U(M,L)	R-PD7
12508212040	R-E	R-PD3	12516512012	R-E	R-PD6	12525810070	R-E	R-I	13831213003	U(M,L)	R-PD7
12508212041	R-E	R-PD3	12516512013	R-E	R-PD6	12525810071	R-E	R-I	13831213004	U(M,L)	R-PD7
12508212042	R-E	R-PD3	12516512014	R-E	R-PD6	12525810072	R-E	R-I	13831213005	U(M,L)	R-PD7
12508212043	R-E	R-PD3	12516512015	R-E	R-PD6	12525810073	R-E	R-I	13831213006	U(M,L)	R-PD7
12508212044	R-E	R-PD3	12516512016	R-E	R-PD6	12525810074	R-E	R-I	13831213007	U(M,L)	R-PD7
12508212045	R-E	R-PD3	12516512017	R-E	R-PD6	12525810075	R-E	R-I	13831213008	U(M,L)	R-PD7
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12508212021	R-E	R-PD3	12516512023	R-E	R-PD6	12525810081	R-E	R-I	13831214001	U(M,L)	R-PD7
12508212022	R-E	R-PD3	12516512024	R-E	R-PD6	12525810082	R-E	R-I	13831214002	U(M,L)	R-PD7
12508212023	R-E	R-PD3	12516512025	R-E	R-PD6	12525810083	R-E	R-I	13831214003	U(M,L)	R-PD7
12508212024	R-E	R-PD3	12516512026	R-E	R-PD6	12525810084	R-E	R-I	13831214004	U(M,L)	R-PD7
12508212025	R-E	R-PD3	12516513001	R-E	R-PD6	12525810085	R-E	R-I	13831214005	U(M,L)	R-PD7
12508212026	R-E	R-PD6	12516513002	R-E	R-PD6	12525810086	R-E	R-I	13831214006	U(M,L)	R-PD7

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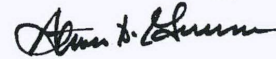
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THE JIMMERSON LAW FIRM, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 - Facsimile (702) 387-1167

1 **NOEJ**

2 James J. Jimmerson, Esq.
3 Nevada State Bar No. 00264
4 Email: ks@jimmersonlawfirm.com
5 JIMMERSON LAW FIRM, P.C.
6 415 South 6th Street, Suite 100
7 Las Vegas, Nevada 89101
8 Telephone: (702) 388-7171
9 Facsimile: (702) 380-6422
10 *Attorneys for Defendants Fore Stars, Ltd.,*
11 *180 Land Co., LLC., Seventy Acres, LLC;*
12 *Yohan Lowie, Vickie DeHart*
13 *and Frank Pankratz*

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11/30/2016 12:37:59 PM



CLERK OF THE COURT

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

11 ROBERT N. PECCOLE and NANCY A.
12 PECCOLE, individuals, and Trustees of the
13 ROBERT N. and NANCY A. PECCOLE
14 FAMILY TRUST,

15 Plaintiffs,

16 vs.

17 PECCOLE NEVADA, CORPORATION, a
18 Nevada Corporation; WILLIAM PECCOLE
19 1982 TRUST; WILLIAM PETER and
20 WANDA PECCOLE FAMILY LIMITED
21 PARTNERSHIP, a Nevada Limited
22 Partnership; WILLIAM PECCOLE and
23 WANDA PECCOLE 1971 TRUST; LISA P.
24 MILLER 1976 TRUST; LAURETTA P.
25 BAYNE 1976 TRUST; LEANN P.
26 GOORJIAN 1976 TRUST; WILLIAM
27 PECCOLE and WANDA PECCOLE 1991
28 TRUST; FORE STARS, LTD., a Nevada
Limited Liability Company; 180 Land Co.,
LLC, a Nevada Limited Liability Company;
SEVENTY ACRES, LLC., a Nevada Limited
Liability Company; EHB COMPANIES, LLC,
a Nevada Limited Liability Company; THE
CITY OF LAS VEGAS; LARRY MILLER, an
individual; LISA MILLER, an individual;
BRUCE BAYNE, an individual; LAURETTA
P. BAYNE, an individual; YOHAN LOWIE,
an individual; VICKIE DEHART, an
individual; FRANK PANKRATZ, an
individual,

Defendants.

CASE NO. A-16-739654-C

DEPT. NO: VIII

**NOTICE OF ENTRY OF FINDINGS OF
FACT, CONCLUSIONS OF LAW AND
JUDGMENT GRANTING DEFENDANTS
FORE STARS, LTD., 180 LAND CO.,
LLC, SEVENTY ACRES, LLC, EHB
COMPANIES, LLC, YOHAN LOWIE,
VICKIE DEHART AND FRANK
PANKRATZ'S NRCP 12(b)(5) MOTION
TO DISMISS PLAINTIFFS' AMENDED
COMPLAINT**

Date: November 1, 2016
Time: 8:00 a.m.
Courtroom 11B

THE JIMMERSON LAW FIRM, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
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PLEASE TAKE NOTICE that Findings of Fact, Conclusions of Law and Judgment
Granting Defendants Fore Stars, Ltd., 180 Land Co., LLC, Seventy Acres, LLC, EHB
Companies, LLC, Yohan Lowie, Vickie DeHart and Frank Pankratz's NRCP 12(b)(5)
Motion to Dismiss Plaintiffs' Amended Complaint was entered in the above-entitled action
on the 30th day of November, 2016, a copy of which is attached hereto.

Dated: November ^N30, 2016.

THE JIMMERSON LAW FIRM, P.C.

By: [Signature] 11/30/16
James J. Jimmerson, Esq.
Nevada State Bar No. 000264
415 South 6th Street, Suite 100
Las Vegas, Nevada 89101
*Attorneys for Defendants Fore Stars, Ltd.,
180 Land Co., LLC., Seventy Acres, LLC;
Yohan Lowie, Vickie DeHart
and Frank Pankratz*

THE JIMMERSON LAW FIRM, P.C.
415 South Main Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 393-7171 • Facsimile (702) 397-1167

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of The Jimmerson Law Firm, P.C. and that on this 30th day of November, 2016, I served a true and correct copy of the foregoing NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT GRANTING DEFENDANTS FORE STARS, LTD., 180 LAND CO., LLC, SEVENTY ACRES, LLC, EHB COMPANIES, LLC, YOHAN LOWIE, VICKIE DEHART AND FRANK PANKRATZ'S NRCP 12(b)(5) MOTION TO DISMISS PLAINTIFFS' AMENDED COMPLAINT as indicated below:

☒ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;

☒ by electronic means by operation of the Court's electronic filing system, upon each party in this case who is registered as an electronic case filing user with the Clerk

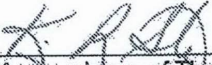
To the attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

Robert N. Peccole, Esq. PECCOLE & PECCOLE, LTD. 8689 W. Charleston Blvd., #109 Las Vegas, NV 89117 bob@peccole.vcoxmail.com	Todd Davis, Esq. EHB Companies LLC 1215 S. Fort Apache, Suite 120 Las Vegas, NV 89117 tdavis@ehbcompanies.com
Lewis J. Gazda, Esq. GAZDA & TADAYON 2600 S. Rainbow Blvd., #200 Las Vegas, NV 89146 efile@gazdatadayon.com abeltran@gazdatadayon.com kgerwick@gazdatadayon.com lewisjgazda@gmail.com mbdeptula@gazdatadayon.com	Stephen R. Hackett, Esq. SKLAR WILLIAMS, PLLC 410 S. Rampart Blvd., #350 Las Vegas, NV 89145 ekapolnai@klar-law.com shackett@sklar-law.com

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Bradford R. Jerbic
City Attorney
Philip R. Byrnes
Senior Litigation Counsel
City of Las Vegas
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ckelly@lasvegasnevada.gov
jdorocak@lasvegasnevada.gov
khansen@lasvegasnevada.gov
pbyrnes@lasvegasnevada.gov


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



CLERK OF THE COURT

1 FFCL

2 DISTRICT COURT

3 CLARK COUNTY, NEVADA

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

7 Plaintiffs,

8 v.

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

Defendants.

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

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND JUDGMENT GRANTING
DEFENDANTS FORE STARS, LTD., 180
LAND CO LLC, SEVENTY ACRES LLC,
EHB COMPANIES LLC, YOHAN
LOWIE, VICKIE DEHART AND FRANK
PANKRATZ'S NRCP 12(b)(5) MOTION
TO DISMISS PLAINTIFFS' AMENDED
COMPLAINT**

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

Courtroom 11B

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

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

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

8 **FINDINGS OF FACT**

9 **Complaint and Amended Complaint**

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

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

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

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

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

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

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

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

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

1 10. Plaintiffs allege in their First Claim for Relief that they are entitled to Injunctive
2 Relief against the Developer Defendants and City of Las Vegas enjoining them from taking any
3 action that violates the provisions of the Master Declaration.
4

5 11. Plaintiffs allege in their Second Claim for Relief that Developer Defendants have
6 violated their "vested rights" as allegedly afforded to them in the Master Declaration.
7

8 12. Plaintiffs allege the following "Specific Acts of Fraud" committed by some or
9 all of the Defendants in this case:
10

11 1. Implied representations by Peccole Nevada Corporation, Larry Miller, Bruce
12 Bayne and Greg Goorjian. (Amended Complaint, ¶ 76).
13

14 2. A "scheme" by Defendants Peccole Nevada Corporation, Larry Miller, Bruce
15 Bayne, all of the entities listed in Paragraph 34 as members of Fore Stars, Ltd, and
16 Yohan Lowie, Vickie DeHart, Frank Pankratz and EHB Companies LLC in
17 collusion with each other whereby Fore Stars, Ltd would be sold to Lowie and his
18 partners and they in turn would clandestinely apply to the City of Las Vegas to
19 eliminate Badlands Golf Course and replace it with residential development
20 including high density apartments. (Amended Complaint, ¶ 77).
21

22 3. The City of Las Vegas, through its Planning Department and members joined in
23 the scheme contrived by the Defendants and participated in the collusion by
24 approving and allowing Fore Stars to illegally record a Merger and Resubdivision
25 Parcel Map and accepting an illegal application designed to change drainage
26 system and subdivide and rezone the Badlands Golf Course. (Amended
27 Complaint, ¶ 78).
28

 4. That Yohan Lowie and his agents publicly represented that the Badlands Golf
Course was losing money and used this as an excuse to redevelop the entire
course. (Amended Complaint, ¶ 79).

 5. That Yohan Lowie publically represented that he paid \$30,000,000 for Fore Stars
of his own personal money when he really paid \$15,000,000 and borrowed
\$15,800,000. (Amended Complaint, ¶ 80).

 6. Lowie's land use representatives and attorneys have made public claims that the
golf course is zoned R-PD7 and if the City doesn't grant this zoning, it will result
in an inverse condemnation. (Amended Complaint, ¶ 81).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 **Defendants' Motion to Dismiss**

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

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

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

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

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

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

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

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

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

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

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

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

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

9
10 32. On October 4, 2016, Plaintiffs dismissed several Peccole Defendants from this
11 case through a Stipulation and Order Dismissing Without Prejudice Defendants Laretta P.
12 Bayne, individually, Lisa Miller, individually, Laretta P. Bayne 1976 Trust, Leann P. Goorjian
13 1976 Trust, Lisa P. Miller 1976 Trust, William Peccole 1982 Trust, William and Wanda Peccole
14 1991 Trust, and the William Peccole and Wanda Peccole 1971 Trust was entered.

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

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

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

24
25 **Lack of Standing**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 85. Assuming the facts alleged by Plaintiffs to be true, Plaintiffs cannot meet the
24 elements of any type of fraud recognized in the State of Nevada, including: negligent
25
26
27
28

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

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

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

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

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

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

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

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

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

27 CONCLUSIONS OF LAW

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

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

6
7 94. In order for a complaint to be dismissed for failure to state a claim, it must appear
8 beyond a doubt that the plaintiff could prove no set of facts which, if accepted by the trier of fact,
9 would entitle him or her to relief. *Blackjack Bonding v. City of Las Vegas Mun. Court*, 116 Nev.
10 1213, 1217, 14 P.3d 1275, 1278 (2000)(emphasis added).

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

13
14 96. Courts are generally to accept the factual allegations of a Complaint as true on a
15 Motion to Dismiss, but the allegations must be legally sufficient to constitute the elements of the
16 claim asserted. *Carpenter v. Shalev*, 126 Nev. 698, 367 P.3d 755 (2010).

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

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

23
24 99. While a Court generally may not consider material beyond the complaint in ruling
25 on a 12(b)(6) motion, "[a] court may take judicial notice of 'matters of public record' without
26 converting a motion to dismiss into a motion for summary judgment," as long as the facts
27 noticed are not "subject to reasonable dispute." *Intri-Plex Techs., Inc. v. Crest Grp., Inc.*, 499
28

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

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

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

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

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

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

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

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

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

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

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

20 110. Under Nevada law, a Plaintiff must prove the elements of fraudulent
21 misrepresentation by clear and convincing evidence: (1) A false representation made by the
22 defendant; (2) defendant's knowledge or belief that its representation was false or that defendant
23 has an insufficient basis of information for making the representation; (3) defendant intended to
24 induce plaintiff to act or refrain from acting upon the misrepresentation; and (4) damage to the
25 plaintiff as a result of relying on the misrepresentation. *Barmettler v. Reno Air, Inc.*, 114 Nev.
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1 441, 447, 956 P.2d 1382, 1386 (1998), citing *Bulbman Inc. v. Nevada Bell*, 108 Nev. 105, 110-
2 11, 825 P.2d 588, 592 (1992); *Lubbe v. Barba*, 91 Nev. 596, 599, 540 P.2d 115, 117 (1975).

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

9
10 112. If any of these Conclusions of Law is more appropriately deemed a Findings of
11 Fact, so shall it be deemed.

12
13 **ORDER AND JUDGMENT**

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

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

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

26 DATED this 21 day of November 2015.

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