

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

vs.

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

Respondents.

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

Appellants/Cross-Respondents,

vs.

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

Respondent/Cross-Appellant.

No. 84345

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**AMENDED
JOINT APPENDIX
VOLUME 6, PART 1 OF 2
(Nos. 962-1087)**

LAW OFFICES OF KERMITT L. WATERS

Kermitt L. Waters, Esq.

Nevada Bar No. 2571

kermitt@kermittwaters.com

James J. Leavitt, Esq.

Nevada Bar No. 6032

jim@kermittwaters.com

Michael A. Schneider, Esq.

Nevada Bar No. 8887

michael@kermittwaters.com

Autumn L. Waters, Esq.

Nevada Bar No. 8917

autumn@kermittwaters.com

704 South Ninth Street

Las Vegas, Nevada 89101

Telephone: (702) 733-8877

*Attorneys for 180 Land Co., LLC and
Fore Stars, Ltd.*

LAS VEGAS CITY ATTORNEY'S OFFICE

Bryan K. Scott, Esq.

Nevada Bar No. 4381

bscott@lasvegasnevada.gov

Philip R. Byrnes, Esq.

pbyrnes@lasvegasnevada.gov

Nevada Bar No. 166

Rebecca Wolfson, Esq.

rwolfson@lasvegasnevada.gov

Nevada Bar No. 14132

495 S. Main Street, 6th Floor

Las Vegas, Nevada 89101

Telephone: (702) 229-6629

Attorneys for City of Las Vegas

CLAGGETT & SYKES LAW FIRM

Micah S. Echols, Esq.

Nevada Bar No. 8437

micah@claggettlaw.com

4101 Meadows Lane, Suite 100

Las Vegas, Nevada 89107

(702) 655-2346 – Telephone

*Attorneys for 180 Land Co., LLC and
Fore Stars, Ltd.*

McDONALD CARANO LLP

George F. Ogilvie III, Esq.

Nevada Bar No. 3552

gogilvie@mcdonaldcarano.com

Amanda C. Yen, Esq.

ayen@mcdonaldcarano.com

Nevada Bar No. 9726

Christopher Molina, Esq.

cmolina@mcdonaldcarano.com

Nevada Bar No. 14092

2300 W. Sahara Ave., Ste. 1200

Las Vegas, Nevada 89102

Telephone: (702) 873-4100

LEONARD LAW, PC

Debbie Leonard, Esq.

debbie@leonardlawpc.com

Nevada Bar No. 8260

955 S. Virginia Street Ste. 220

Reno, Nevada 89502

Telephone: (775) 964.4656

SHUTE, MIHALY & WEINBERGER, LLP

Andrew W. Schwartz, Esq.

schwartz@smwlaw.com

California Bar No. 87699

(admitted pro hac vice)

Lauren M. Tarpey, Esq.

ltarpey@smwlaw.com

California Bar No. 321775

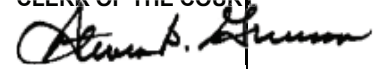
(admitted pro hac vice)

396 Hayes Street

San Francisco, California 94102

Telephone: (415) 552-7272

Attorneys for City of Las Vegas



APEN
LAW OFFICES OF KERMITT L. WATERS

Kermitt L. Waters, Esq., Bar No. 2571
kermitt@kermittwaters.com
James J. Leavitt, Esq., Bar No. 6032
jim@kermittwaters.com
Michael A. Schneider, Esq., Bar No. 8887
michael@kermittwaters.com
Autumn L. Waters, Esq., Bar No. 8917
autumn@kermittwaters.com
704 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 733-8877
Facsimile: (702) 731-1964

HUTCHISON & STEFFEN, PLLC

Mark A. Hutchison (4639)
Joseph S. Kistler (3458)
Matthew K. Schriever (10745)
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
Telephone: 702-385-2500
Facsimile: 702-385-2086
mhutchison@hutchlegal.com
jkistler@hutchlegal.com
mschriever@hutchlegal.com

Attorneys for Plaintiff Landowners

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

CITY OF LAS VEGAS, a political subdivision of
the State of Nevada, ROE government entities I
through X, ROE LIMITED LIABILITY
COMPANIES I through X, ROE quasi-governmental
I through X,

Defendants.

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

) **SUPPLEMENTAL APPENDIX OF**
) **EXHIBITS IN SUPPORT OF**
) **PLAINTIFF LANDOWNERS'**
) **OPPOSITION TO CITY'S**
) **MOTION FOR JUDGMENT ON**
) **THE PLEADINGS ON**
) **DEVELOPERS'S INVERSE**
) **CONDEMNATION CLAIMS**
) **AND**
) **COUNTERMOTION FOR**
) **JUDICIAL DETERMINATION OF**
) **LIABILITY ON THE**
) **LANDOWNERS' INVERSE**
) **CONDEMNATION CLAIMS**
) **AND**
) **COUNTERMOTION TO**
) **SUPPLEMENT/AMEND THE**

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PLEADINGS REQUIRED

Plaintiff Landowners hereby submit these Supplemental Appendix Exhibits in Support of Plaintiff Landowners' Opposition to City's Motion for Judgment on the Pleadings on Developer's Inverse Condemnation Claims and Countermotion for Judicial Determination of Liability on the Landowners' Inverse Condemnation Claims and Countermotion to Supplement/Amend the Pleadings Required.

Exhibit No.	Exhibit Description	Vol. No.	Bates No.
99	Deposition of Greg Steven Goorjian	16	LO 00003833-00003884
100	2019.01.07 Robert Summerfield Email	16	LO 00003885
101	2019.02.06 Judge Williams' Order Nunc Pro Tunc Regarding Findings of Fact and Conclusion of Law Entered November 21, 2019	16	LO 00003886-00003891
102	2019.02.15 Judge Sturman's Minute Order re Motion to Dismiss	16	LO 00003892
103	2019.01.23 Judge Bixler's Transcript of Proceedings	16	LO 00003893-00003924
104	2019.01.17 Judge Williams' Recorder's Transcript of Plaintiff's Request for Rehearing	16	LO 00003925-00003938
105	Approved Land Uses in Peccole Conceptual Plan	16	LO 00003939
106	2020 Master Plan - Southwest Sector Zoning	16	LO 00003940
107	35 Acre in Relation to Peccole Plan	16	LO 00003941

DATED this 4th day of March, 2019

LAW OFFICES OF KERMIT L. WATERS

By: /s/ James J. Leavitt

KERMIT L. WATERS, ESQ.

Nevada Bar No. 2571

JAMES J. LEAVITT, ESQ.

Nevada Bar No. 6032

MICHAEL A. SCHNEIDER, ESQ.

Nevada Bar No. 8887

AUTUMN WATERS, ESQ.

Nevada Bar No. 8917

Attorneys for Plaintiff Landowners

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of the Law Offices of Kermitt L. Waters, and
3 that on the 4th day of March, 2019, pursuant to NRCP 5(b) and EDCR 8.05(f), a true and correct
4 copy of the foregoing document(s): **Supplemental Exhibits in Support of Plaintiff Landowners’**
5 **Opposition to City’s Motion for Judgment on the Pleadings on Developer’s Inverse**
6 **Condemnation Claims and Countermotion for Judicial Determination of Liability on the**
7 **Landowners’ Inverse Condemnation Claims and Countermotion to Supplement/Amend the**
8 **Pleadings Required** was made by electronic means pursuant to EDCR 8.05(a) and 8.05(f), to be
9 electronically served through the Eighth Judicial District Court’s electronic filing system, with the
10 date and time of the electronic service substituted for the date and place of deposit in the mail and
11 addressed to each of the following:

12 **McDonald Carano LLP**
13 George F. Ogilvie III
14 Debbie Leonard
15 Amanda C. Yen
16 2300 W. Sahara Ave., Suite 1200
17 Las Vegas, Nevada 89102
gogilvie@mcdonaldcarano.com
dleonard@mcdonaldcarano.com
ayen@mcdonaldcarano.com

18 **Las Vega City Attorney’s Office**
19 Bradford Jerbic, City Attorney
20 Philip R. Byrnes
21 Seth T. Floyd
22 495 S. Main Street, 6th Floor
23 Las Vegas, Nevada 89101
pbyrnes@lasvegasnevada.gov
Sfloyd@lasvegasnevada.gov

24 **Pisanelli Bice PLLC**
25 Todd L. Bice
26 Dustun H. Holmes
27 400 S. 7th Street
28 tlb@pisanelli.com
dhh@pisanelli.com

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

Exhibit 99

Deposition of Greg Steven Goorjian

LO 00003833-00003884

Deposition of:

Greg Steven Goorjian

Case:

Fore Stars, Ltd., et al. v. Robert N. and Nancy Peccole
A-17-751960-C

Date:

12/20/2018



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LO 00003833

Page 1	Page 3
<p>1 DISTRICT COURT</p> <p>2 CLARK COUNTY, NEVADA</p> <p>3</p> <p>4 FORE STARS, LTD., a Nevada</p> <p>5 limited liability company; 180</p> <p>6 Land Co LLC, a Nevada limited</p> <p>7 liability company; Seventy</p> <p>8 Acres LLC, a Nevada limited</p> <p>9 liability company; EHB</p> <p>10 Companies LLC, a Nevada limited</p> <p>11 liability company,</p> <p>12 Plaintiffs,</p> <p>13 vs. CASE NO. A-17-751960-C</p> <p>14 ROBERT N. and NANCY PECCOLE,</p> <p>15 individuals, and as Trustees of</p> <p>16 the ROBERT N. and NANCY PECCOLE</p> <p>17 TRUST, DOES 1 THROUGH 21,</p> <p>18 Defendants.</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24 DEPOSITION OF GREG STEVEN GOORJIAN</p> <p>25 Taken on Thursday, December 20, 2018</p> <p>By a Certified Court Reporter</p> <p>9:24 a.m.</p> <p>At 415 South Sixth Street, Suite 100</p> <p>Las Vegas, Nevada</p> <p>Reported by: Judith Payne Kelly, RMR, CCR-539</p> <p>Job No. 30440</p>	<p>1 I N D E X</p> <p>2</p> <p>3 WITNESS PAGE</p> <p>4 GREG STEVEN GOORJIAN</p> <p>5 Examination by Mr. Jimmerson 7</p> <p>6 Examination by Mr. Peccole 97</p> <p>7 Examination By Mr. Jimmerson 161</p> <p>8 Examination By Mr. Peccole 189</p> <p>9 Examination By Mr. Jimmerson 195</p> <p>10 Examination By Mr. Peccole 196</p> <p>11 Examination By Mr. Jimmerson 197</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
Page 2	Page 4
<p>1 APPEARANCES:</p> <p>2</p> <p>3 For the Plaintiffs:</p> <p>4 JAMES J. JIMMERSON, ESQ.</p> <p>5 The Jimmerson Law Firm, P.C.</p> <p>6 415 South Sixth Street</p> <p>7 Suite 100</p> <p>8 Las Vegas, Nevada 89101</p> <p>9 702.388.7171</p> <p>10 ks@jimmersonlawfirm.com</p> <p>11</p> <p>12 For the Defendants:</p> <p>13 ROBERT N. PECCOLE, ESQ.</p> <p>14 Peccole & Peccole, Ltd.</p> <p>15 8689 West Charleston Boulevard</p> <p>16 Suite 109</p> <p>17 Las Vegas, Nevada 89117</p> <p>18 702.366.9140</p> <p>19 bob@peccole.lvcoxmail.com</p> <p>20</p> <p>21 Also Present:</p> <p>22 SHAHANA M. POLSELLI</p> <p>23 YOHAN LOWIE</p> <p>24</p> <p>25 * * * * *</p>	<p>1 E X H I B I T S</p> <p>2 PLAINTIFFS'</p> <p>3 NUMBER DESCRIPTION MARKED</p> <p>4 Exhibit 1 (Intentionally omitted.)</p> <p>5 Exhibit 2 Master Declaration of Covenants, 30</p> <p>6 Conditions, Restrictions and</p> <p>7 Easements for Queensridge,</p> <p>8 FORE000001 through 150</p> <p>9 Exhibit 3 Amended and Restated Master 32</p> <p>10 Declaration of Covenants,</p> <p>11 Conditions, Restrictions and</p> <p>12 Easements for Queensridge,</p> <p>13 FORE000151 through 280</p> <p>14 Exhibit 4 Custom Lots at Queensridge North, 37</p> <p>15 Purchase Agreement, Earnest Money</p> <p>16 Receipt and Escrow Instructions,</p> <p>17 FORE000281 through 289</p> <p>18 Exhibit 5 Addendum "1" to Purchase Agreement, 39</p> <p>19 Earnest Money Receipt and Escrow</p> <p>20 Instructions, FORE000290 through 298</p> <p>21 Exhibit 6 Attachment "C", Disclosure Statement 67</p> <p>22 Relating to Zoning Classifications</p> <p>23 and Master Plan Designations of</p> <p>24 Adjoining Property</p> <p>25 Exhibit 7 Grant, Bargain and Sale Deed 68</p> <p>(Queensridge North Parcel 19 Custom</p> <p>Lot), FORE000299 through 302</p> <p>Exhibit 8 (Intentionally omitted.)</p> <p>Exhibit 9 (Intentionally omitted.)</p> <p>Exhibit 10 Nevada Title Company report dated 69</p> <p>4-12-2000, FORE000315 through 329</p> <p>Exhibit 11 (Intentionally omitted.)</p> <p>Exhibit 12 Grant, Bargain and Sale Deed, 73</p> <p>FORE000350 through 353</p>

Page 5			Page 7		
EXHIBITS			PROCEEDINGS		
1	PLAINTIFFS'		1	(Mr. Lowie was not present at the	
2	NUMBER DESCRIPTION MARKED		2	commencement of the deposition.)	
3	Exhibit 13 Map, Queensridge: Annexed Property, 75		3	(Counsel stipulated to waive	
4	FORE000354		4	the reporter requirements	
5	Exhibit 14 Public Offering Statement for 76		5	under Rule 30(b)(4).)	
6	Queensridge North (Custom Lots)		6		
7	Exhibit 15 Declaration of Annexation for 78		7		
8	Queensridge Parcel 19 (Queensridge		8	GREG STEVEN GOORJIAN,	
9	North Custom Lots)		9	having been first duly sworn, was	
10	Exhibit 16 Complaint, Case No. A287495, Triple 26		10	examined and testified as follows:	
11	Five v. William Peccole, FORE001774		11	EXAMINATION	
12	through 1868		12	BY MR. JIMMERSON:	
13	Exhibit 17 Complaint, Case No. A546847, BGC 85		13	Q. Good morning, Mr. Goorjian. How are you,	
14	Holdings LLC v. Fore Stars, Ltd.,		14	sir?	
15	FORE001979 through 1990		15	A. Just fine, thank you.	
16	Exhibit 18 Peccole Ranch Certificate of 21		16	Q. My name is Jim Jimmerson. I have the	
17	Amendment of CC&Rs, FORE001591		17	privilege of representing Fore Stars, Ltd., in this	
18	through 1773		18	lawsuit that exists against Mr. and Mrs. Robert	
19	Exhibit 19 Custom Home Estate Design Guidelines 79		19	Peccole.	
20	Exhibit 20 Front and back copy of Queensridge 81		20	Present is myself, of course; our paralegal,	
21	Custom Home Estates binder given to		21	Shahana Polselli; the court reporter; and Mr. Peccole	
22	homeowners		22	is also present.	
23	Exhibit 21 Restrictive Covenant dated 88		23	MR. JIMMERSON: Bob, would you introduce	
24	2-29-2008, FORE000489 and 490		24	yourself?	
25	Exhibit 22 Settlement Agreement between BGC 89		25	Bob, do you want to introduce yourself?	
	Holdings LLC and Fore Stars, Ltd.,				
	FORE000733 and 734				
	Exhibit 23 Articles of Organization of Fore 91				
	Stars, Ltd., A Limited Liability				
	Company, FORE000473 through 478				
	Exhibit 24 Bill No. Z-2001-1, Ordinance No. 92				
	5353, FORE000102 through 108				

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<p>1 because if a judge were to -- or a jury -- were to look 2 at your question and answer, they're going to presume 3 you understood my question and then you chose to give 4 the answer that you gave. Okay?</p> <p>5 A. Yes.</p> <p>6 Q. So because that would be the natural 7 assumption or presumption that a judge or jury would 8 have, do make sure that you understand my questions or 9 opposing counsel's questions before you answer; and if 10 you don't or you're not certain, just ask me to 11 rephrase it and I'm happy to do that. This is not a 12 contest of iron will.</p> <p>13 A. Yes.</p> <p>14 Q. It's just a matter of trying to learn about 15 the facts and circumstances that you might bring to 16 this testimony in this case, and I'll explain to you 17 why there are issues here that you would have some 18 answers to. Okay? At least I think they're relevant.</p> <p>19 A. Okay.</p> <p>20 Q. And -- as we go along. And so make sure you 21 understand the question.</p> <p>22 A. Yes.</p> <p>23 Q. Also, you're doing great. Just let me finish 24 my question or opposing counsel finish his question and 25 then answer. Let's don't speak over each other,</p>	<p>1 financial, are not at issue in this case; and this is a 2 dispute between Fore Stars and the other company -- the 3 other plaintiffs, and Mr. Peccole and his wife. Do you 4 understand that?</p> <p>5 A. The other plaintiffs, can you be clear on who 6 they are?</p> <p>7 Q. The land companies of my clients. So 8 Fore Stars, Ltd., 180 Land Co and Seventy Acres LLC.</p> <p>9 A. Okay. And they're all under the --</p> <p>10 Q. They own different aspects -- different 11 property of the overall, formerly known as, Badlands 12 Golf Course.</p> <p>13 A. Got it. Understood.</p> <p>14 Q. The 250 acres are owned by those three 15 companies.</p> <p>16 A. Yes.</p> <p>17 Q. Originally owned by Fore Stars, and then 18 Fore Stars transferred property to the two other 19 properties, kind of matching their names. Transferred 20 about 180 acres to 180 Land Co and about 70 acres to 21 Seventy Acres LLC, retaining to itself the PD-zoned 22 land of the club and the property adjoining the 23 Queensridge Towers, the high towers. That area. 24 Right?</p> <p>25 A. The members in those LLCs, are they</p>
Page 10	Page 12
<p>1 because the court reporter cannot take down -- things 2 down in stereo. Okay?</p> <p>3 A. Yes.</p> <p>4 Q. So just wait, one at a time. This is -- 5 again, this is -- I'm trying to be as easy as I can for 6 you. I think I have about an hour, hour and a half's 7 worth of questions. You can take a break whenever you 8 want. Because you don't have a lawyer representing 9 you, you're your own lawyer, if you will. So if you 10 feel uncomfortable, you want to use the restroom, you 11 want to stretch your legs, just let us know and we'll 12 be happy to accommodate you. Okay?</p> <p>13 A. Thank you.</p> <p>14 Q. All right. And if you have any questions 15 along the way, because you don't have a lawyer 16 representing you today, ask the questions and we're 17 happy to answer them the best that we can. We're 18 officers of the court. We're obliged to be truthful 19 and responsive to your needs and to your questions. So 20 I certainly will do, for my part -- try to treat you 21 with respect and also candor in terms of hopefully 22 answering any questions that you might have along the 23 way.</p> <p>24 You're not a party to this litigation, so 25 your interests, you know, both the personal as well as</p>	<p>1 different?</p> <p>2 Q. They are. I believe individual trusts of the 3 Dehart family and the Lowie family.</p> <p>4 MR. PECCOLE: I'd like just for the record to 5 read into the record who the plaintiffs are. It's 6 Fore Stars, Ltd. --</p> <p>7 MR. JIMMERSON: Absolutely.</p> <p>8 MR. PECCOLE: -- 180 Land Co, LLC, Seventy 9 Acres LLC, and EHB Companies LLC. I believe you know 10 EHB.</p> <p>11 THE WITNESS: Yes.</p> <p>12 Q. (By Mr. Jimmerson) EHB is the manager, the 13 limited liability company manager of the LLCs, or the 14 land owners. Okay. All right.</p> <p>15 And then -- and then the owners of these 16 companies indirectly are the trusts, family trusts or 17 other estate vehicles for these individual families, 18 two families, the Dehart family and the Lowie family. 19 Okay?</p> <p>20 All right. And if there's anything that 21 comes along, just ask, and we're happy to begin.</p> <p>22 And again, I have a series of questions that 23 I want to go through with you and then have you help us 24 respond.</p> <p>25 My understanding is that you have been, both</p>

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<p>1 through a marriage and through employment, connected to</p> <p>2 the Peccole family as they owned property in what I</p> <p>3 call the general area of what -- Rampart or Fort Apache</p> <p>4 and West Charleston. Is that right?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. So in your own words, would you tell</p> <p>7 us what your historical relationship has been to the</p> <p>8 Peccole family and if you had a job title or duties and</p> <p>9 responsibilities, like, for example, playing a role in</p> <p>10 the sale of estate lots, which I understand you were</p> <p>11 involved with. Just kind of give us an outline,</p> <p>12 overview of that.</p> <p>13 A. Was married to the youngest daughter, and</p> <p>14 entered the family in 1983, '82, '83.</p> <p>15 Q. The daughter's name was what, please?</p> <p>16 A. Leann.</p> <p>17 Q. Okay. Thank you.</p> <p>18 A. Worked directly with the Peccole family from</p> <p>19 about the summer of '83 to -- it must have been right</p> <p>20 around '8 -- '90, '89, '90, planning the property,</p> <p>21 assisting in planning the property, assisting in zoning</p> <p>22 the property. Assisted in some of the start-up</p> <p>23 development as a marketing and sales director, would</p> <p>24 have been my -- my title once we started developing,</p> <p>25 which the first was the corner of Sahara and Durango.</p>	<p>1 Q. All right. And at some point there had been</p> <p>2 a joint venture between Peccole and Triple Five. Is</p> <p>3 that right?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And in a general term, what property</p> <p>6 did they have during the period of joint ventureship</p> <p>7 before they had litigation and separated their -- their</p> <p>8 own properties? What property did they have a general</p> <p>9 joint ventureship with?</p> <p>10 A. They had -- my understanding would be that</p> <p>11 their partnership was everything but Canyon Gate, what</p> <p>12 was Canyon Gate at the time. So that would have been</p> <p>13 everything that was west of Hualapai -- I mean west of</p> <p>14 Rampart and Fort Apache, same street, and everything</p> <p>15 north from -- north Charleston to south Alta.</p> <p>16 Q. Got it. Okay. Now, following up your</p> <p>17 narrative and your answer, I have some questions. One</p> <p>18 of the tasks that you had, you've indicated, was</p> <p>19 helping the family develop the property; and part of</p> <p>20 that initial work would be obtaining zoning. Is that</p> <p>21 right?</p> <p>22 A. Correct.</p> <p>23 Q. And there are three classifications of</p> <p>24 zoning, the largest one being R-PD7, but there's some</p> <p>25 other, commercial and others, multifamily.</p>
Page 14	Page 16
<p>1 And then the family divorced and separated in</p> <p>2 late '89 or '89. Left and went to work for another</p> <p>3 company, not in the development business. Came back to</p> <p>4 the Peccole family in -- gosh, I want to say '94, and</p> <p>5 got very much involved in what was then going to be</p> <p>6 Queensridge and then became Queensridge North as</p> <p>7 well -- so the two, Queensridge and Queensridge North</p> <p>8 as well -- as VP of marketing of sales and/or marketing</p> <p>9 director, whatever they felt like calling me that day.</p> <p>10 Q. Okay. And who were the owners or who were</p> <p>11 your employers within the meaning of that last answer?</p> <p>12 A. My employers would have been Peccole-Nevada</p> <p>13 Corporation and the trusts, which was the -- I think it</p> <p>14 was the 1986 Trust and there was a limited liability</p> <p>15 company as well that was involved in that.</p> <p>16 Q. All right.</p> <p>17 A. And Peccole-Nevada Corporation was the</p> <p>18 manager, I believe; and that's who I directly worked</p> <p>19 for.</p> <p>20 Q. There was one entity that I've seen some</p> <p>21 papers and names. I'll refer to it as Legacy. Are you</p> <p>22 familiar with that?</p> <p>23 A. I'd have to be refreshed.</p> <p>24 Q. Okay. Fair enough.</p> <p>25 A. But I am familiar with it.</p>	<p>1 Was that part of the role that you had, was</p> <p>2 working and obtaining the R-PD7 zoning?</p> <p>3 A. It wasn't my direct responsibility. We had</p> <p>4 engineers and planners. They represented us when it</p> <p>5 came time to get zoning. We, as a family, were all</p> <p>6 involved in planning and engineering and reviewing and</p> <p>7 looking at, you know, how it was going to be further</p> <p>8 developed.</p> <p>9 At that point in time, now, was much more</p> <p>10 involved in zoning issues prior to 1990. Okay?</p> <p>11 Q. The zoning that was placed on that</p> <p>12 property -- I call it the golf course -- was in 1990.</p> <p>13 It was the R-PD7, along with the other two types of</p> <p>14 zoning. Do you recall that?</p> <p>15 A. I do.</p> <p>16 Q. Okay. And the -- I thought one of the more</p> <p>17 unique things about this property was it was zoned</p> <p>18 R-PD7 as a basic zoning. Even though in later years it</p> <p>19 was going to be used as a golf course, it still</p> <p>20 retained its zoning classification from 1990 right</p> <p>21 through the present date.</p> <p>22 MR. PECCOLE: I would like to object on the</p> <p>23 form of the question.</p> <p>24 Q. (By Mr. Jimmerson) And he -- just so you</p> <p>25 understand it, Mr. Peccole can object to any question I</p>

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<p>1 have. Then after he does so, you're obliged to still 2 respond, okay, if you could. 3 A. Okay. 4 Q. But he can object to maybe the way I ask a 5 question or the substance, whatever. So appreciate 6 that. Okay. 7 So I'll go back to the question. Was -- what 8 was the purpose for the companies zoning the property 9 R-PD7 or the other two zoning classifications, 10 commercial and multifamily? 11 A. That's a -- the purpose -- okay. Now 12 we're -- I'm semi-speculating and also have some 13 background to it. I would say that it would have 14 been -- it would have been there as a fallback 15 position, call it. 16 Q. And you mean in case they didn't always 17 maintain the property as a golf course, they had the 18 ability to develop it? 19 A. Mr. Peccole had tremendous foresight, and 20 always, believe it or not, planned for the worst. 21 Q. And so in that regard, he planned for the 22 fact that the property may not always be a golf course 23 and it could be developed? Is that right? 24 A. That there might be circumstances that it 25 would no longer be able to be a golf course, whether it</p>	<p>1 before we would have had any golf course deal. 2 We master-planned that property and -- boy, 3 back in the '80s, we master-planned that whole 4 property; and Bill had master-planned or had a plan on 5 it prior to that plan. Okay? 6 So there was always -- that was always 7 residential land. 8 Q. Got it. 9 MR. PECCOLE: I would like to object to the 10 question as being speculative. 11 MR. JIMMERSON: All right. Thank you. 12 Q. (By Mr. Jimmerson) Now, there's two 13 different projects, as this turns out. The way we look 14 at it now, we have the benefit of hindsight. There is 15 the Peccole Ranch plan to the south of Charleston 16 Avenue, West Charleston Avenue. Right? 17 A. Correct. 18 Q. And then there is, as we see, the Queensridge 19 master plan homes that are on the -- I call it the 20 north of West Charleston. Is that true? 21 A. Correct. 22 Q. All right. And there were two different 23 plans and two different projects? Is that right? 24 A. Correct. 25 Q. And separated by years of time?</p>
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<p>1 was financially, water. He always brought up issues 2 like war. He always was very cautious, conservative 3 person. 4 Q. And that's why he laid down the zoning of 5 R-PD7 and the others as the first level before he got 6 into the use of the golf course? 7 MR. PECCOLE: I object to the form of the 8 question. 9 Q. (By Mr. Jimmerson) Is that right? 10 A. I couldn't speak to why he did -- directly 11 why he did it. It was there as a fallback. Because of 12 the timing of everything, I can't recall whether the 13 zoning came before we even had a golf course deal. 14 Okay? So I do recall that there was -- you know, 15 wasn't always going to be a golf course automatically, 16 because you had to find somebody that would do it, 17 somebody who would develop it and be responsible for 18 it, something that the family never really wanted to 19 do. 20 Q. And the zoning predated the finding of the 21 golf course operator? 22 A. See, now this, I can't -- that's -- the two 23 happening, I don't -- can't remember which happened 24 first; but I would, you know, to the best of my 25 knowledge, think that we would have had the zoning</p>	<p>1 A. Correct. 2 Q. With the Peccole plan south of Charleston 3 being the first to be developed in the '80s and early 4 '90s; is that right? 5 A. Yes. 6 Q. Okay. And then the Queensridge master plan 7 was begun in roughly the middle of 1990s, going forward 8 after that? Is that right? 9 A. Yes. 10 Q. Okay. Now, your roles, you wore many hats 11 in -- I guess as needed, as family would need you to do 12 during those different years; is that right? 13 A. Yes. 14 Q. Okay. And did you have any involvement in 15 the creation through Karen Dennison and Lance Earl of 16 the CC&Rs for each of the projects? In other words, 17 for the Queensridge -- I'm sorry -- for the Peccole 18 plan to the south of West Charleston and later the 19 Queensridge CC&Rs to the north of West Charleston? 20 A. Less involvement. Queensridge. Less on the 21 Peccole Ranch side. 22 Q. All right. 23 MR. JIMMERSON: Can I see the Queensridge -- 24 I'm sorry, the Peccole Ranch. I want to do it 25 chronologically.</p>

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<p>1 THE WITNESS: I can't even remember if I was</p> <p>2 involved, to be honest with you, on the Peccole Ranch</p> <p>3 side when we were in partnership with Triple Five.</p> <p>4 Prior to Triple Five, yes. After Triple Five, not as</p> <p>5 much; and then with Queensridge, very much.</p> <p>6 Q. (By Mr. Jimmerson) And to help you, because</p> <p>7 it has been some time, I'm trying to do things in</p> <p>8 chronological order, at least as I understand the</p> <p>9 chronology.</p> <p>10 A. Yes.</p> <p>11 Q. If I get it wrong, you'll let me know. If I</p> <p>12 have something out of sequence and you remember it's</p> <p>13 out of sequence, please tell us, tell us both.</p> <p>14 A. Yeah.</p> <p>15 MR. JIMMERSON: We'll mark this first exhibit</p> <p>16 as -- what did you mark this one?</p> <p>17 MS. POLSELLI: 18.</p> <p>18 MR. JIMMERSON: Number 8?</p> <p>19 MS. POLSELLI: 18.</p> <p>20 MR. JIMMERSON: 18? All right. Thank you.</p> <p>21 (Exhibit 18 marked.)</p> <p>22 Q. (By Mr. Jimmerson) We've marked as</p> <p>23 Exhibit 18 -- we have a list of exhibits. I don't know</p> <p>24 that we'll get to all of them, so the fact that we</p> <p>25 start with 18, it doesn't mean anything. It's just the</p>	<p>1 Q. And assuming that that packet is those CC&Rs,</p> <p>2 the purposes for the developer was to have rules and</p> <p>3 restrictions that would govern that property; is that</p> <p>4 right?</p> <p>5 A. Yes. Yes, sir.</p> <p>6 Q. And it would reserve rights to the developer</p> <p>7 and would also tell the homeowners who eventually</p> <p>8 bought in that area what their rights and</p> <p>9 responsibilities were?</p> <p>10 MR. PECCOLE: I object on the grounds as</p> <p>11 leading the witness and it's form of the question.</p> <p>12 Q. (By Mr. Jimmerson) You may answer the</p> <p>13 question, sir.</p> <p>14 A. Yes. I mean, they're covenants, codes and</p> <p>15 restrictions. They're part of every -- most</p> <p>16 master-planned communities, if not all master-planned</p> <p>17 communities, for the purpose of putting into place</p> <p>18 certain codes and restrictions that make it -- some</p> <p>19 might consider it a developer's preserving value.</p> <p>20 Q. And these on the first -- on the face of</p> <p>21 them, is -- appear to be prepared by the law firm of</p> <p>22 McDonald, Carano, Wilson, McCune, Bergin, Frankovich &</p> <p>23 Hicks.</p> <p>24 Are you generally familiar with that law firm</p> <p>25 in that time period?</p>
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<p>1 way we've marked it before. I'm not certain that we'll</p> <p>2 go 1 through 18.</p> <p>3 A. Okay.</p> <p>4 Q. So don't get frightened about that, but</p> <p>5 that's how I've marked it. And these are also having</p> <p>6 to do with other exhibits in other depositions, so</p> <p>7 trying to mark that the same documents.</p> <p>8 So I'm showing you what's been marked as</p> <p>9 Exhibit 18. This document by its face is the</p> <p>10 Peccole --</p> <p>11 MR. PECCOLE: I'd like to pose an objection</p> <p>12 to this document as being totally irrelevant.</p> <p>13 Q. (By Mr. Jimmerson) -- to the Peccole Ranch</p> <p>14 master declaration. And I believe this applies to the</p> <p>15 property largely to the south of West Charleston.</p> <p>16 A. Uh-huh.</p> <p>17 Q. And have you seen that document before --</p> <p>18 A. I don't believe I have.</p> <p>19 Q. -- today? Okay. Now, you are familiar, of</p> <p>20 course, that the Peccole Ranch property to the south of</p> <p>21 West Charleston was governed by CC&Rs --</p> <p>22 A. Yes.</p> <p>23 Q. -- covenants, conditions and restrictions.</p> <p>24 Is that right?</p> <p>25 A. Yes.</p>	<p>1 A. Generally. Just basically Sean McGowan.</p> <p>2 Q. Got it. Okay.</p> <p>3 A. I didn't hear. Was that part of the</p> <p>4 McDonald, Carano?</p> <p>5 Q. Yes, it was.</p> <p>6 A. Yes, I do recall that.</p> <p>7 Q. And that is the firm, McDonald, Carano.</p> <p>8 A. Yeah.</p> <p>9 Q. And the Peccole Ranch plan to the south of</p> <p>10 West Charleston is a different project than the later</p> <p>11 developed Queensridge master plan; is that right?</p> <p>12 A. Yes.</p> <p>13 Q. Both in terms of physical geography as well</p> <p>14 as in time and years?</p> <p>15 A. Yes.</p> <p>16 Q. Okay.</p> <p>17 A. I believe they were separated by a lawsuit as</p> <p>18 well.</p> <p>19 Q. Okay. Now, tell us about that lawsuit, what</p> <p>20 you generally recall about it.</p> <p>21 A. There was a partnership that we were involved</p> <p>22 in prior -- it happened prior to my divorce, so it</p> <p>23 would have been in the late '80s -- that we got into</p> <p>24 with Triple Five; and then I left and then that part --</p> <p>25 that partnership had a problem, had issues between the</p>

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<p>1 two partners and ended up in a settlement --</p> <p>2 Q. Okay.</p> <p>3 A. -- to avoid a lawsuit.</p> <p>4 Q. All right.</p> <p>5 A. And the settlement was, I believe -- gave</p> <p>6 Triple Five all the Peccole land, which was the --</p> <p>7 under Peccole -- what was then Peccole Ranch, which was</p> <p>8 Hualapai to -- or not all of Hualapai, actually. We</p> <p>9 retained part of Hualapai. But it was most -- it was</p> <p>10 what at the time was being developed as Peccole Ranch</p> <p>11 south of Charleston.</p> <p>12 Q. Got it.</p> <p>13 A. And then they retained a commercial piece</p> <p>14 that we had that was on the northeast corner of Rampart</p> <p>15 and Charleston.</p> <p>16 Q. Which is now known as Boca Park?</p> <p>17 A. Is now known as Boca Park.</p> <p>18 Q. Got it. Okay. So as part of the resolution</p> <p>19 or settlement in the dispute between Peccole and</p> <p>20 Triple Five, just to summarize, the property south of</p> <p>21 West Charleston became under the ownership of</p> <p>22 Triple Five?</p> <p>23 A. And I have that wrong. I have that wrong.</p> <p>24 Q. Okay.</p> <p>25 A. It was just everything south. Triple Five</p>	<p>1 A. Right.</p> <p>2 Q. Right. So I just want to show you the</p> <p>3 exhibit, number 16, just to help you with the timing.</p> <p>4 MR. PECCOLE: What is this exhibit?</p> <p>5 MR. JIMMERSON: This is 16, number 16.</p> <p>6 MR. PECCOLE: 16.</p> <p>7 MR. JIMMERSON: One six, yes, sir.</p> <p>8 Q. (By Mr. Jimmerson) This is the lawsuit that</p> <p>9 Triple Five Development Group Central --</p> <p>10 MR. PECCOLE: I'd like to pose an objection</p> <p>11 as being totally irrelevant to our case. Our case</p> <p>12 deals with Queensridge. It deals with -- nothing with</p> <p>13 regard to Triple Five.</p> <p>14 MR. JIMMERSON: Your objection has been</p> <p>15 noted. Thank you, sir.</p> <p>16 Q. (By Mr. Jimmerson) And versus William</p> <p>17 Peccole, individually and trustee of the Peccole</p> <p>18 1982 Trust and THE PECCOLE 1982 TRUST. Do you see</p> <p>19 that?</p> <p>20 A. Yes, I do.</p> <p>21 Q. And just again for purposes of the date, it's</p> <p>22 August of 2000 -- of 1990. Do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. And as you've indicated, this</p> <p>25 litigation resulted in a settlement and essentially an</p>
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<p>1 ended up with that property -- they backed into that</p> <p>2 property a different way years later.</p> <p>3 Q. The Boca Park?</p> <p>4 A. The Boca Park. They did not get it in the</p> <p>5 settlement.</p> <p>6 Q. Got it. Okay. And Peccole retained the</p> <p>7 property --</p> <p>8 A. Everything north.</p> <p>9 Q. -- north of West Charleston?</p> <p>10 A. Correct.</p> <p>11 Q. Okay. So let me show you what we'll mark as</p> <p>12 Exhibit 16.</p> <p>13 (Exhibit 16 marked.)</p> <p>14 Q. (By Mr. Jimmerson) Again, this is just to</p> <p>15 help define the chronology.</p> <p>16 A. Yeah. And again, to add, it wasn't</p> <p>17 everything, because there were properties that were</p> <p>18 south -- I mean, excuse me, east of --</p> <p>19 Q. Rampart?</p> <p>20 A. -- Fort Apache and south of Charleston that</p> <p>21 the Peccoles did retain.</p> <p>22 Q. Got it.</p> <p>23 A. They were commercial pieces. And -- but that</p> <p>24 goes back to was it east of -- it was east of Rampart.</p> <p>25 Q. Got it. Or Fort Apache?</p>	<p>1 unwinding of the partnership and an allocation of</p> <p>2 properties, or some property under Triple Five's</p> <p>3 control, some property under the Peccole family</p> <p>4 control; is that right?</p> <p>5 A. Yes.</p> <p>6 Q. Along the lines generally, geographically, as</p> <p>7 you just now described?</p> <p>8 A. Yes.</p> <p>9 Q. All right. Very good. All right.</p> <p>10 And do you recall when that settlement</p> <p>11 occurred? In other words, the lawsuit begins in August</p> <p>12 of 1990. Is the settlement in '92 or '93 time period,</p> <p>13 or -- if you remember?</p> <p>14 A. I can't recall.</p> <p>15 Q. Okay.</p> <p>16 A. I do know that it was -- had to have been</p> <p>17 settled before I went back to work there.</p> <p>18 Q. Okay.</p> <p>19 A. So --</p> <p>20 Q. And you came back to work in 1994, according</p> <p>21 to your best recollection?</p> <p>22 A. Yes, correct.</p> <p>23 Q. What you earlier said. Okay.</p> <p>24 Now, do you know the defendant Robert</p> <p>25 Peccole, who is here in the deposition room and who is</p>

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<p>1 a named defendant in the litigation?</p> <p>2 A. Yes, sir.</p> <p>3 Q. Okay. And how or why do you know Robert</p> <p>4 Peccole?</p> <p>5 A. Family and through -- through -- through</p> <p>6 marriage and family and Nevadan.</p> <p>7 Q. Okay. So when -- if you remember generally,</p> <p>8 when was the first occasion when you met Mr. Peccole?</p> <p>9 A. It would have been around '83.</p> <p>10 Q. And you've known him from then to the present</p> <p>11 date?</p> <p>12 A. Correct.</p> <p>13 Q. Okay. Now, how -- what has your relationship</p> <p>14 been with him? I understand family, but are you</p> <p>15 someone who will have Christmas dinner with him next</p> <p>16 week? are you somebody who sees him once or twice a</p> <p>17 year? How would you describe the nature of the</p> <p>18 relationship?</p> <p>19 A. Cordial and treated like family, but we don't</p> <p>20 spend time. We don't socialize together, but very</p> <p>21 warm.</p> <p>22 Q. Okay. And have you had any conversations</p> <p>23 with him with regard to the litigation that you are</p> <p>24 asked to come to the deposition for today of Fore Stars</p> <p>25 and the other companies versus Robert Peccole?</p>	<p>1 MR. JIMMERSON: Two.</p> <p>2 Q. (By Mr. Jimmerson) All right. I'm showing</p> <p>3 you what's No. 2. This document is called Master</p> <p>4 Declaration of Covenants, Conditions, Restrictions and</p> <p>5 Easements for Queensridge. Do you see that?</p> <p>6 A. Yes, I do.</p> <p>7 Q. Okay. And you can look at the document. It</p> <p>8 looks to me in the next page that it is recorded in</p> <p>9 1996.</p> <p>10 A. Yes.</p> <p>11 Q. Is that generally consistent with your</p> <p>12 recollection, Mr. Goorjian?</p> <p>13 A. Yes, it is.</p> <p>14 Q. All right. Now, we've talked about the</p> <p>15 Peccole master plan development to the south of West</p> <p>16 Charleston in the 1980s. We've talked about the</p> <p>17 litigation. Now we've talked about the Queensridge.</p> <p>18 So tell us what is Queensridge and why it's different</p> <p>19 from the Peccole Ranch.</p> <p>20 A. Okay. Well, it was intended to be completely</p> <p>21 different. It was driven by the Peccole family</p> <p>22 completely, without a partner, so they could do more</p> <p>23 things that they really wanted to do.</p> <p>24 So we had consultants involved. Came up with</p> <p>25 the name, all the way from naming the project to -- to</p>
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<p>1 A. No.</p> <p>2 Q. Okay. Now, if we could take the chronology</p> <p>3 now forward a little bit. We know that there was the</p> <p>4 development of Peccole Ranch to the south of West</p> <p>5 Charleston in the 1980s. We know of the litigation in</p> <p>6 1990 that gets resolved some time after 1990 that we've</p> <p>7 just discussed between Triple Five and Peccole. Is</p> <p>8 that right?</p> <p>9 A. Correct.</p> <p>10 Q. All right. And then something happens after</p> <p>11 that, and that is the development of the Queensridge</p> <p>12 master development. Is that right?</p> <p>13 A. Correct.</p> <p>14 Q. Okay. And I have suggested in my earlier</p> <p>15 questioning that that was in the mid-1990s, like 1995</p> <p>16 time period, 1996. Do you have a general recollection</p> <p>17 of that?</p> <p>18 A. Right around that time, a little earlier, I</p> <p>19 believe, because we were up there planning off of</p> <p>20 Charleston.</p> <p>21 Q. Okay. And I'm going to confirm your</p> <p>22 excellent memory by showing you some documents now. So</p> <p>23 if can I show you Exhibit No. 2, please.</p> <p>24 (Exhibit 2 marked.)</p> <p>25 MR. PECCOLE: What number?</p>	<p>1 moving forward in the project. And the family wanted</p> <p>2 to leave a legacy and wanted to do something different,</p> <p>3 so it needed to be and look and feel completely</p> <p>4 different from everything that's in Southern Nevada.</p> <p>5 It was meant to be kept separate -- separated.</p> <p>6 So by -- the ways to do that was basically</p> <p>7 the guidelines and the -- the building guidelines for</p> <p>8 the developers that came in there. So we wanted to</p> <p>9 see -- we had more restrictions in regards to wanting</p> <p>10 to see stone on the front of the homes, didn't want to</p> <p>11 see a lot of clay, barrel-tiled roofs. Wanted to have</p> <p>12 more of a European feel, with pine trees instead of</p> <p>13 palm trees and -- just have the whole development feel</p> <p>14 a little bit different than -- than what we see in all</p> <p>15 of the southwest, which every -- everywhere looks like</p> <p>16 a Taco Bell stand. So we tried to avoid that through</p> <p>17 planning and zoning.</p> <p>18 Q. All right. And there was an amendment, I'm</p> <p>19 advised in the documents, Exhibit 3 to these</p> <p>20 declarations, dated in 2000. I'd like to show you</p> <p>21 that.</p> <p>22 (Exhibit 3 marked.)</p> <p>23 Q. (By Mr. Jimmerson) And are you familiar with</p> <p>24 this document? It's called Amended and Restated Master</p> <p>25 Declaration of Covenants, Conditions, Restrictions and</p>

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<p>1 Easements for Queensridge.</p> <p>2 A. I am. Yeah, I am.</p> <p>3 Q. Okay. Who is Larry Miller? He's shown on</p> <p>4 the front page. Larry Miller, Peccole-Nevada</p> <p>5 Corporation.</p> <p>6 A. Larry Miller is -- we'll start with him as my</p> <p>7 ex-brother-in-law, and then he would have been -- I</p> <p>8 don't know what his name was in title, but he act -- he</p> <p>9 was our guy. He ran -- he was the face of</p> <p>10 Peccole-Nevada.</p> <p>11 Q. Okay.</p> <p>12 A. I believe he managed Peccole-Nevada</p> <p>13 Corporation as well.</p> <p>14 Q. All right. Now, was the declaration, master</p> <p>15 declaration, and later the amended and restated master</p> <p>16 declaration -- were they recorded with the Clark County</p> <p>17 Recorder's office?</p> <p>18 A. To the best of my knowledge.</p> <p>19 Q. And again, they contained the, I call them,</p> <p>20 CC&Rs, covenants, conditions and restrictions --</p> <p>21 A. Yes.</p> <p>22 Q. -- for the development of master -- of the</p> <p>23 Queensridge master plan?</p> <p>24 A. Yes, sir.</p> <p>25 Q. Now, the Queensridge master plan is a smaller</p>	<p>1 a part of -- not a part of -- I can't remember if it</p> <p>2 all fell under that.</p> <p>3 Q. Well, the golf course was not a part of --</p> <p>4 A. That's what I mean.</p> <p>5 Q. -- Queensridge, right?</p> <p>6 A. Correct.</p> <p>7 MR. PECCOLE: I'm going to object to the form</p> <p>8 of the questioning that's going back and forth.</p> <p>9 Q. (By Mr. Jimmerson) Okay.</p> <p>10 A. I'm just trying to clarify that I don't think</p> <p>11 that that -- these covered, blanket, everything.</p> <p>12 Q. Correct.</p> <p>13 A. Okay?</p> <p>14 Q. They covered the --</p> <p>15 A. There were properties that were not a part</p> <p>16 of.</p> <p>17 Q. And indeed, in order to cover it under the</p> <p>18 CC&Rs, they had to be annexed into the master plan;</p> <p>19 isn't that right?</p> <p>20 A. Yes.</p> <p>21 MR. PECCOLE: I object to that question as</p> <p>22 including facts that are not proven or before</p> <p>23 Mr. Goorjian.</p> <p>24 MR. JIMMERSON: Okay. Thank you, sir.</p> <p>25 Q. (By Mr. Jimmerson) And in fact, reading the</p>
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<p>1 area than the Peccole Ranch master plan and it's on the</p> <p>2 north side of West Charleston; is that right?</p> <p>3 A. Correct.</p> <p>4 Q. Okay.</p> <p>5 A. Meant to be separate.</p> <p>6 Q. Got it. And it also had the zoning of R-PD7,</p> <p>7 if you recall, in part? I mean, it had other zonings</p> <p>8 too.</p> <p>9 A. I need to be refreshed, but I assume again it</p> <p>10 fell under the same umbrella of all the properties.</p> <p>11 Q. And it allowed residential development?</p> <p>12 A. Correct.</p> <p>13 Q. And as we look at the property today as we</p> <p>14 drive by, we would see homes and multifamily homes and</p> <p>15 townhouses and different types of homes in that area;</p> <p>16 is that right?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And they were governed by these</p> <p>19 CC&Rs --</p> <p>20 A. Yes.</p> <p>21 Q. -- that we've talked about, Exhibits 2 and 3?</p> <p>22 A. Yes.</p> <p>23 Q. All right. Now --</p> <p>24 A. There were -- well -- well, I don't know. I</p> <p>25 believe there were parts of the property that were not</p>	<p>1 documents would confirm that it started out with a</p> <p>2 small piece of property; and then as they were annexing</p> <p>3 property, it became part of the Queensridge master</p> <p>4 plan?</p> <p>5 A. Yes.</p> <p>6 Q. And the golf course was never annexed into</p> <p>7 the Queensridge master plan?</p> <p>8 A. Yes, correct.</p> <p>9 Q. Okay. And I will just tell you that the</p> <p>10 district court judges and Supreme Court so found that</p> <p>11 to be the case.</p> <p>12 MR. PECCOLE: I object to the form of the</p> <p>13 question --</p> <p>14 MR. JIMMERSON: That's okay.</p> <p>15 MR. PECCOLE: -- and also the answer.</p> <p>16 MR. JIMMERSON: All right.</p> <p>17 Q. (By Mr. Jimmerson) Now, as the property that</p> <p>18 is within the Queensridge master plan which was annexed</p> <p>19 over the years, between 1996 and the years thereafter,</p> <p>20 did -- you had a role with the development of those</p> <p>21 lots --</p> <p>22 A. Yes, sir.</p> <p>23 Q. -- and the sale of those lots; is that right?</p> <p>24 A. Yes, sir.</p> <p>25 Q. Okay. And let me show you -- there were a</p>

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<p>1 series of documents that the Peccoles put together that 2 were utilized for the development of the property and 3 for the sale of the property. 4 A. Yes. 5 Q. Like purchase agreements and things like 6 that. So I'm going to show those to you now, okay? 7 And just to refresh your recollection. 8 We'll start with Exhibit 4. 9 (Exhibit 4 marked.) 10 Q. (By Mr. Jimmerson) Exhibit 4 is called 11 Custom Lots at Queensridge North, Purchase Agreement 12 and Earnest Money Receipt and Escrow Instructions. 13 A. Yes. 14 Q. Are you familiar with that document? 15 A. Yes, I am. 16 Q. Okay. And what is that -- other than the 17 title, what was the purpose for the use of this Custom 18 Lot at Queensridge North purchase agreement? 19 A. To convey the property to the client. 20 Q. All right. 21 A. Potential buyer. 22 Q. Now, this one in particular because it bears 23 some relationship to Mr. Peccole. Do you see that? 24 A. Yes. 25 Q. All right. And Robert N. and Nancy Peccole.</p>	<p>1 Q. And Peek is Steve Peek? 2 A. Yes. 3 Q. Karen Dennison is Karen Dennison? 4 A. Yes. 5 Q. And as the firm has evolved, it's now known 6 as Holland & Hart, I think. I think. 7 A. That's what I understand. 8 Q. Yeah. 9 A. Where Karen -- 10 Q. Not the same people, you know -- 11 A. Right. 12 Q. Different lawyers, but I think that's where 13 Ms. Dennison is still at, you know. I think so. 14 All right. And we can look just by the basic 15 document. The purchase price for this lot was 16 \$243,000, and the proposed closing date was May 2 of 17 2000. Do you see that? 18 A. Yes. 19 Q. Okay. All right. Now, let me just kind of 20 go through the rest of the document. 21 That was Exhibit No. 4. So Exhibit No. 5 is 22 called Addendum "I" to the Peccole purchase agreement. 23 (Exhibit 5 marked.) 24 Q. (By Mr. Jimmerson) And this document is 25 called Addendum "I" to purchase agreement.</p>
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<p>1 This is the contract that they signed to buy their lot 2 in the Queensridge master plan area; is that right? 3 A. Yes. 4 Q. Okay. And I presume that this would be a 5 standard agreement that all homeowners would generally 6 use if they're going to buy an estate lot in this area. 7 Is that right? 8 A. Yes. 9 Q. Okay. And these documents were prepared by 10 law firms that your family hired to do expressly that? 11 Is that the idea? 12 A. Hale Lane Peek Dennison, I believe. 13 Q. And Karen Dennison in particular? 14 A. Yes. 15 MR. PECCOLE: I'd like to interrupt. I 16 didn't hear your answer. 17 THE WITNESS: Hale Lane Peek Dennison were 18 the law firm that put together all of our regime of 19 documents. 20 MR. PECCOLE: Could you spell that, the name? 21 THE WITNESS: H-a-l-e. 22 MR. PECCOLE: Hale? 23 Q. (By Mr. Jimmerson) And Lane is Steve Lane, 24 L-a-n-e? 25 A. Yeah.</p>	<p>1 A. Yup. 2 Q. And what was the purpose of this document? 3 A. This was a disclosure document, I believe. 4 Q. Okay. 5 A. Let's see. 6 MR. PECCOLE: I object. The document speaks 7 for itself. 8 Q. (By Mr. Jimmerson) I do think Mr. Peccole is 9 right. It does speak for itself. 10 A. Yes. 11 Q. And there are -- 12 A. It's stating that he received all these 13 documents. 14 Q. Okay. And those documents would show what 15 the zoning was, what the use was, the different 16 disclosures; is that right? 17 A. Yes. 18 Q. And in some regards, I think the purpose of 19 these documents would be to protect you or the family 20 in terms of making sure that the buyers know what their 21 rights, responsibilities were? Is that a fair 22 statement? 23 MR. PECCOLE: I object to the form of this 24 question. 25 A. Yes. Not me, but the family and, you know,</p>

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<p>1 the developer and the -- the parties that were owners 2 of the property are liable for the property. 3 Q. (By Mr. Jimmerson) And as an example, to 4 make sure that they knew that there were CC&Rs, to make 5 sure that they knew there were bylaws and that the 6 property was subject to -- going to be subject to a 7 homeowners association? 8 A. Standard procedure in selling property. 9 Q. Right. Okay. And you have the buyers 10 initial each of the disclosures -- 11 A. Yes. 12 Q. -- so that they can never say they didn't get 13 what they received, right? 14 A. Yes, sir. 15 Q. Okay. 16 A. CYA. 17 Q. Okay. Within these documents, there is an 18 Exhibit B, which is called Affirmation Form. Do you 19 see that? Signed by the Peccoles? 20 A. No. I'm look -- Exhibit B? 21 Q. B. It's Bates stamp number 296. It's part 22 of the same exhibit I gave you, Exhibit 5. 23 A. Help me here. 24 Q. Yes. Bates stamp number 296. Just look at 25 the bottom right-hand corner. You'll see it.</p>	<p>1 blank reads -- and I'll read the whole thing so we have 2 a good record -- is "The undersigned, by his or her 3 signature, hereby acknowledges that he or she has made 4 a personal on-the-lot inspection of the" -- "of Lot" 5 blank -- 6 MR. PECCOLE: We don't know. 7 Q. (By Mr. Jimmerson) -- "of Lot" blank "of 8 Peccole West - Parcel" blank "(now known as 9 Queensridge) developed by Nevada Legacy 14, LLC, a 10 Nevada limited liability company, which is the Lot upon 11 which the undersigned plans to erect a" -- "to" -- I 12 can't read -- "execute a contract of sale or lease." 13 Do you remember that? 14 A. Yes. 15 MR. PECCOLE: I object on the grounds that 16 those blanks were not filled in because there was no 17 lot picked yet. 18 MR. JIMMERSON: Okay. 19 Q. (By Mr. Jimmerson) And did the Peccoles pick 20 a lot? 21 A. Yes, they did. 22 Q. And did they buy a lot? 23 A. Yes, they did. 24 Q. Did they close escrow on a lot? 25 A. Yes, they did.</p>
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<p>1 A. Okay. 2 Q. 296. 3 A. I've got it. Seven, six. 4 MR. PECCOLE: I would like to pose an 5 objection on the ground -- 6 THE WITNESS: What's the question? 7 MR. PECCOLE: -- that the document is not 8 filled in. It's all blank. 9 MR. JIMMERSON: I think what -- I think 10 that's a misstatement, and I'm sure it's inadvertent. 11 There are blanks in the printed form, but there is a 12 signature of Mr. and Mrs. Peccole below that. 13 Q. (By Mr. Jimmerson) Do you see that, 14 Mr. Goorjian? 15 A. Yes, I do. 16 Q. And you can read the language. It basically 17 is a -- it is a representation being made by Mr. and 18 Mrs. Peccole that they've been on their property and 19 have literally walked the property. Isn't that right? 20 A. Yes. 21 Q. Now -- 22 MR. PECCOLE: Here again I pose that same 23 objection, that that is blank in the areas where 24 Mr. Jimmerson is referring to. 25 Q. (By Mr. Jimmerson) The language that is not</p>	<p>1 Q. Did they do so in 2000, to the best of your 2 recollection? 3 A. Yes, they did. 4 Q. All right. One of the reasons for having you 5 come down here today is to respond to some testimony 6 that Mr. Peccole has given in his deposition some 7 months ago. All right? 8 He says that he met with you on the property 9 when he was -- prior to purchase in 2000. Do you 10 recall meeting with him on the lot in 2000? 11 A. Never physically on the lot, no, I don't 12 recall. 13 Q. All right. Do you recall having met with him 14 with regard to the lot? 15 A. Yes. 16 Q. Okay. Now, from other testimony, we've -- I 17 had this question to ask you. I'm not going to lead 18 you. I'm going to ask you. But from other testimony, 19 I have reason to ask this question. 20 Did Mr. Peccole ask you for a restrictive 21 deed or some writing that would preclude development of 22 the golf course in future years, or the property behind 23 his property or in front of his lot? 24 A. He asked for written assurance that the golf 25 course would always remain a golf course.</p>

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<p>1 Q. And when did he ask for that assurance?</p> <p>2 A. Prior to purchasing his lot.</p> <p>3 Q. And who was present to hear that</p> <p>4 conversation?</p> <p>5 A. Myself, he and -- I can't remember if Nancy</p> <p>6 was there or not.</p> <p>7 Q. All right. And you know Nancy Peccole?</p> <p>8 A. Yes, I do.</p> <p>9 Q. Is that his wife?</p> <p>10 A. Yes, I do.</p> <p>11 Q. And do you remember where the meeting took</p> <p>12 place?</p> <p>13 A. It was in a trailer that I was occupying.</p> <p>14 Q. Was the trailer somewhere near the property</p> <p>15 being developed?</p> <p>16 A. Yes. Yes, it was.</p> <p>17 Q. Okay. But the conversation itself didn't</p> <p>18 take place right on the lot itself --</p> <p>19 A. No, it did not.</p> <p>20 Q. -- to the best of your recollection?</p> <p>21 A. No, it did not.</p> <p>22 Q. Okay. And so what was said, and by whom,</p> <p>23 between the two of you or three of you?</p> <p>24 A. To the best of my recollection, he wanted</p> <p>25 assurances that it would remain a golf course; and</p>	<p>1 A. Not to my knowledge.</p> <p>2 Q. And in fact, you knew the property could be</p> <p>3 developed in the future; isn't that right?</p> <p>4 A. It's all disclosed.</p> <p>5 Q. The answer is yes?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. Now, I need to read you some</p> <p>8 testimony. I'm sorry to do this, but . . .</p> <p>9 I need to get my glasses. I'm sorry.</p> <p>10 (Pause in proceedings.)</p> <p>11 Q. (By Mr. Jimmerson) I'm now reading to you</p> <p>12 from the deposition of Nancy Peccole taken on</p> <p>13 August 10th of 2018, this past August. And I'm reading</p> <p>14 from Page 97 of her deposition. Okay?</p> <p>15 A. Yes.</p> <p>16 Q. And this is what the -- I'm asking the</p> <p>17 questions and Nancy Peccole is responding to the</p> <p>18 questions. Her husband is present in the deposition</p> <p>19 room. Actually it was in this room here, so</p> <p>20 Mr. Peccole was here.</p> <p>21 So I'll begin by reading at Page 97, line 4.</p> <p>22 And I'll read a little bit into Page 98. So it's not</p> <p>23 very long.</p> <p>24 Question by Mr. Jimmerson: "Did you ask" --</p> <p>25 and speaking to Nancy Peccole.</p>
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<p>1 that's something that I couldn't give him, which I</p> <p>2 explained to him; and he had mentioned that he would go</p> <p>3 speak to the family about it.</p> <p>4 Q. Okay. And at that time he was a member of</p> <p>5 the family?</p> <p>6 A. He always is, yeah.</p> <p>7 Q. Okay. All right. And so when he said the</p> <p>8 words about go speak to the members of the family, who</p> <p>9 did you understand him meaning to speak to?</p> <p>10 A. I would have thought it would have been Wanda</p> <p>11 and Larry.</p> <p>12 Q. Okay. And Wanda is Wanda Peccole?</p> <p>13 A. Yes.</p> <p>14 Q. And Larry Miller is Wanda's --</p> <p>15 A. Son-in-law.</p> <p>16 Q. Son-in-law of Wanda?</p> <p>17 A. And president of Peccole-Nevada Corporation.</p> <p>18 Q. Very good. Do you know whether or not he</p> <p>19 ever had such a conversation with Wanda or Larry</p> <p>20 Miller?</p> <p>21 A. Don't recall. Don't know.</p> <p>22 Q. Was any written assurance or writing ever</p> <p>23 given to Mr. Peccole to guarantee him that the golf</p> <p>24 course property would not be developed later, in the</p> <p>25 future?</p>	<p>1 "Did you ask anybody whether or not the golf</p> <p>2 course could be built upon, could be developed, when</p> <p>3 you bought the home in 2000?</p> <p>4 "Answer: No.</p> <p>5 "Question: Do you know if your husband asked</p> <p>6 anybody if a golf course could be developed when you</p> <p>7 bought the home in 2000, and prior to buying it?</p> <p>8 "Answer: May I make a statement?</p> <p>9 "The Witness: I didn't ask because I was</p> <p>10 told."</p> <p>11 By Mr. Jimmerson: "Okay."</p> <p>12 MR. PECCOLE: Speak up so I can hear you.</p> <p>13 MR. JIMMERSON: I will, certainly. I think I</p> <p>14 am speaking up loudly, but I will raise my voice even</p> <p>15 louder.</p> <p>16 "I didn't ask because I was told." That was</p> <p>17 Ms. Peccole.</p> <p>18 By Mr. Jimmerson: "Okay. So who told you</p> <p>19 anything about this?</p> <p>20 "Answer: Greg Goorjian.</p> <p>21 "Question: And what did Greg Goorjian tell</p> <p>22 you?</p> <p>23 "Answer: He told me, and my husband, as we</p> <p>24 stood on the lot, 'There will never be anything built</p> <p>25 behind your property. It will always be open space.'</p>

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<p>1 "Question: Okay. And you remember that?</p> <p>2 "Answer: I certainly do.</p> <p>3 "Question: All right. And when did</p> <p>4 Mr. Goorjian purportedly tell you that?</p> <p>5 "Answer: Before --"</p> <p>6 Then there's an objection.</p> <p>7 "The Witness: Before we purchased the</p> <p>8 property.</p> <p>9 "Okay. And who was present, please?</p> <p>10 "Robert Peccole, myself, and Greg Goorjian.</p> <p>11 "All right. And have you had any</p> <p>12 conversations with Greg Goorjian since 2000 --</p> <p>13 "Answer: No.</p> <p>14 "-- since prior to your buying the home,</p> <p>15 about that subject matter?</p> <p>16 "Answer: No.</p> <p>17 "Is there any reason why you chose not to sue</p> <p>18 Greg Goorjian in this lawsuit that you brought two</p> <p>19 years ago?</p> <p>20 "Answer" -- question -- objection.</p> <p>21 I asked the question: "Why didn't you sue</p> <p>22 him if he made that statement?</p> <p>23 "You may answer the question, ma'am.</p> <p>24 "Answer: I don't know.</p> <p>25 "Is there any kind of a writing that you've</p>	<p>1 course" -- "the golf course from being able to be</p> <p>2 developed?</p> <p>3 "Answer: No.</p> <p>4 "Did you ever inquire as to what the golf</p> <p>5 course was zoned?</p> <p>6 "Answer: No.</p> <p>7 "Did you know that your home was zoned</p> <p>8 residential?</p> <p>9 "Yes.</p> <p>10 "You didn't know how the adjoining piece of</p> <p>11 property at the golf course was zoned?</p> <p>12 "Answer: No."</p> <p>13 So I've read now from Page 97, lines 4,</p> <p>14 through 98, through 99, and ending at line 22 of</p> <p>15 Page 100.</p> <p>16 Is Mrs. Peccole's recollection accurate?</p> <p>17 A. It's not for me to say. There are certain</p> <p>18 things that are inaccurate.</p> <p>19 Q. Okay.</p> <p>20 A. But I -- as far as I'm concerned, there are</p> <p>21 certain things that are inaccurate there.</p> <p>22 Q. Well, let's cover it. Number one is that you</p> <p>23 know that Mr. Peccole asked you for a deed</p> <p>24 restriction --</p> <p>25 A. Correct.</p>
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<p>1 seen that would memorialize the statement that you</p> <p>2 claim Mr. Goorjian made to you and your husband?</p> <p>3 "Answer: Not to my knowledge.</p> <p>4 "Did you follow up with an email or a letter?</p> <p>5 "No.</p> <p>6 "Did you attempt to memorialize it in any</p> <p>7 way" -- excuse me -- "any fashion?</p> <p>8 "No.</p> <p>9 "Did you attempt to memorialize it in any</p> <p>10 fashion?</p> <p>11 "No.</p> <p>12 "Did you or your husband ever ask for a deed</p> <p>13 restriction on the house?</p> <p>14 "Not to my knowledge.</p> <p>15 "Did you ever ask of anyone from the family</p> <p>16 that they place any sort of restriction on the deed and</p> <p>17 would assure that there would no" -- "be no development</p> <p>18 of the golf course?</p> <p>19 "Answer: Not to my knowledge.</p> <p>20 "Did you have, or do you have, or your</p> <p>21 husband, as far as you know, have any conversation with</p> <p>22 anyone relative to requesting a deed restriction on</p> <p>23 your lot --</p> <p>24 "Not to my knowledge.</p> <p>25 "-- with the intent of precluding a golf</p>	<p>1 Q. -- or some written assurance that there would</p> <p>2 not be development on the golf course?</p> <p>3 A. Yes, sir.</p> <p>4 Q. And he did not receive that from you; and as</p> <p>5 far as you know, he did not receive that from</p> <p>6 Peccole-Nevada or Legacy 14?</p> <p>7 A. I don't know that, but as far as I'm --</p> <p>8 Q. You know you didn't give it to him?</p> <p>9 A. I know I didn't and couldn't.</p> <p>10 Q. Okay. And why couldn't you?</p> <p>11 A. I'm not -- I don't have that power. I'm just</p> <p>12 a broker.</p> <p>13 Q. And you also knew the property could be</p> <p>14 developed?</p> <p>15 A. Yes. He wouldn't be asking me for the letter</p> <p>16 if he didn't know.</p> <p>17 Q. Okay. That it could be developed?</p> <p>18 A. Yeah.</p> <p>19 Q. All right. And the disclosures, as you</p> <p>20 pointed out, as we've gone over, clearly tell you that</p> <p>21 the adjoining property can be developed?</p> <p>22 A. That's how he would have known, and plus we</p> <p>23 talked -- we discussed it.</p> <p>24 Q. All right. Next. It's inaccurate in quoting</p> <p>25 you as stating that, quote --</p>

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<p>1 MR. PECCOLE: Wait. I'd like to pose an 2 objection to that last question and answer as total 3 speculation. 4 Q. (By Mr. Jimmerson) And you -- and you also 5 find inaccurate Mrs. Peccole's statement, quote -- 6 quoting you -- quote, There will never be anything 7 built behind your property. It will always be open 8 space, end of quote. 9 Is that right? 10 A. Yeah, I can't make that assurance. 11 Q. And you did not make that assurance, right? 12 A. I did not. 13 Q. And indeed, the term "open space," had you 14 ever heard of those words in 2000, in that time period? 15 A. Yes. 16 Q. And what did it mean, open space? 17 A. Open space meant to me that there wasn't 18 something directly in your backyard. 19 Q. But open space, as that word was used within 20 the CC&Rs, would be on your own property, correct? 21 A. Restate that question. 22 Q. The term "open space" could only apply to 23 your own property, correct? In other words, the CC&Rs 24 aren't in a position to guarantee open space to 25 somebody else's property. That's what I'm saying.</p>	<p>1 Q. In your conversation with Mrs. Peccole -- and 2 I know it's been a long time -- do you know whether or 3 not you used the words "open space"? 4 A. Don't recall. 5 Q. Okay. And the master plan that was in play 6 in 2000 was the Queensridge master plan, correct? 7 A. 2000? Yes. It would have been -- yes. 8 Q. Okay. In other words, you weren't talking 9 about the Queensridge -- the Peccole Ranch master plan? 10 A. No. 11 Q. It had been superseded by the Queensridge 12 master plan? 13 A. Correct. Gone, yup. Two different -- 14 Q. Two different things? 15 A. Yes. 16 Q. Okay. Now -- I'm sorry. I need to quote 17 this deposition a little further. 18 Now I'm reading from the deposition of Nancy 19 Peccole at Page 101, line 6, and ending at Page 104, 20 line 22 -- 21. 21 "Question" -- and again I'm asking the 22 questions again. 23 "So Mr. Goorjian used the words 'open space'?" 24 "Answer: Yes, he did. 25 "And so he used the word 'open space' as</p>
Page 54	Page 56
<p>1 MR. PECCOLE: I object to the leading 2 question. He's proposing the answer. 3 MR. JIMMERSON: I'll meet the objection this 4 way. 5 MR. PECCOLE: Form of the question. 6 Q. (By Mr. Jimmerson) If there are words, if 7 there are words "open space" within the CC&Rs of the 8 Queensridge master plan, it would only apply to the 9 property governed by the Queensridge CC&Rs? 10 A. Yes. 11 Q. They couldn't possibly be referring to 12 somebody else's property -- 13 A. Yes, right. 14 Q. -- or property not governed by the 15 Queensridge master CC&Rs? 16 A. Yes. 17 Q. Now -- and the zoning, as you indicated, was 18 disclosed within Exhibits 4 -- 5 and 6; isn't that 19 right? 20 A. Yes. 21 Q. Okay. I think I -- 22 A. I'm not sure which exhibits they were, but 23 there were exhibits disclosing. 24 Q. All right. 25 A. And maps as well.</p>	<p>1 opposed to using the words 'golf course'; is that 2 right? 3 "Answer: Yes. 4 "Okay. And he said that it was always going 5 to be open space? 6 "Answer: Yes. 7 "Do you remember, to the best of your 8 knowledge" -- 9 And there's a bunch of objections, so I'll 10 skip that, resuming at line 7, Page 102. 11 "Question: Now, to the best of your 12 recollection, ma'am, tell me everything that you 13 said" -- "that was said in that conversation between 14 yourself and your husband and Greg Goorjian standing on 15 the lot that you bought prior to your buying it. 16 "Answer: He said, 'This will always be open 17 space.' There will never be anything built behind us. 18 And that is the reason I chose that lot. 19 "Have you now told me all that Mr. Goorjian 20 said? 21 "Did what? 22 "Have you now told me everything that you can 23 remember that Mr. Goorjian said to you and your husband 24 on that occasion? 25 "Answer: Well, he went on and on about how</p>

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<p>1 beautiful the area was and stuff like that, of course.</p> <p>2 "Well, I'm asking you what he said. I'm</p> <p>3 asking you everything the man said --</p> <p>4 "Everything he said?" she asked.</p> <p>5 Answer --</p> <p>6 "-- that you can recall as you sit here,</p> <p>7 ma'am.</p> <p>8 "And he also said --</p> <p>9 "You've had a lot of time to think about</p> <p>10 this, so please tell us now what this man said.</p> <p>11 "Answer: He also said that as a bonus, there</p> <p>12 will never be anything built in front of our home</p> <p>13 either, because it was a golf course and open space.</p> <p>14 "Okay. That" -- "What is the distinction --</p> <p>15 what did you understand Mr. Goorjian to mean when he</p> <p>16 said 'open space' and the words 'golf course' and 'open</p> <p>17 space'? What do you mean" -- "What do the words 'open</p> <p>18 space' mean to you as you understand it?</p> <p>19 "Answer: That there would never be anything</p> <p>20 built on the property.</p> <p>21 "No, no, but what do the words 'open space'</p> <p>22 mean as opposed to 'golf course'?</p> <p>23 "So 'golf course' means golf course; right?</p> <p>24 "Answer" --</p> <p>25 "And it was a golf course at the time?</p>	<p>1 A. My best recollection was that we met a few</p> <p>2 times -- I can't recall if I went to the property with</p> <p>3 them. First was negotiating price, of course, and, you</p> <p>4 know, I couldn't do that; so he worked that out with</p> <p>5 the Peccole family and I was told what to price the lot</p> <p>6 at.</p> <p>7 And then I just -- the other thing I recall</p> <p>8 was -- was him asking, you know -- knowing that there</p> <p>9 potentially could be something else built there and not</p> <p>10 liking it, and asking me if we could make assurances</p> <p>11 that that wouldn't happen. And that's all I recall.</p> <p>12 And I couldn't give him those assurances, so</p> <p>13 I -- can't get it from me. So he said he would talk to</p> <p>14 the family.</p> <p>15 That's about the extent. I don't feel like I</p> <p>16 really had to sell them on the property. They wanted</p> <p>17 the -- they wanted to live in there. They wanted to</p> <p>18 buy the lot.</p> <p>19 Q. And it was being developed by the family?</p> <p>20 A. Yeah. It wasn't like a hard sell.</p> <p>21 Q. All right. Now I'd like to read from you --</p> <p>22 from the deposition of Robert Peccole. Mr. Robert</p> <p>23 Peccole's testimony occurred on August 13, 2018, in</p> <p>24 these offices. And I'd like to read beginning at</p> <p>25 Page 177, line 17 through 178, and ending at Page 180,</p>
Page 58	Page 60
<p>1 "Answer: Yes.</p> <p>2 "So it was sort of a duplicative statement?</p> <p>3 In other words, 'golf course' means about the same</p> <p>4 thing as 'open space'?"</p> <p>5 Then there's objections.</p> <p>6 So I'm asking her what you understand was the</p> <p>7 words "open space" --</p> <p>8 "What did you understand he was communicating</p> <p>9 to you, ma'am?</p> <p>10 "Answer: That there would never be anything</p> <p>11 built behind our home.</p> <p>12 "And do you recall that he used both the</p> <p>13 terms 'golf course' and 'open space'?</p> <p>14 "Answer: Yes.</p> <p>15 "Now, did he use them with regard to the back</p> <p>16 of the property or just the front of the house?</p> <p>17 "Answer: To both.</p> <p>18 "To both. So he said there was going to be a</p> <p>19 golf course, an open space to the property in front of</p> <p>20 your home and to the golf course behind the home?</p> <p>21 "Answer: Yes." End quote.</p> <p>22 Do you recall saying those words to Nancy</p> <p>23 Peccole?</p> <p>24 A. No.</p> <p>25 Q. What is your best recollection, Mr. Goorjian?</p>	<p>1 line 4.</p> <p>2 So this is the testimony:</p> <p>3 "All right. Did" -- speaking now to Robert</p> <p>4 Peccole, and I'm asking the questions. Jim Jimmerson</p> <p>5 is asking the questions.</p> <p>6 "Did you have any conversation with Larry</p> <p>7 Miller with regard to your request that he make a</p> <p>8 writing or a restrictive covenant to preclude the</p> <p>9 property behind you or in front of you from ever being</p> <p>10 developed?</p> <p>11 "Answer: No, because Larry had always told</p> <p>12 me there wouldn't be anything built there."</p> <p>13 Answer --</p> <p>14 "So he told you that, too?</p> <p>15 "Answer: Yes.</p> <p>16 "So Greg Goorjian told you that nothing would</p> <p>17 be developed?</p> <p>18 "That's exactly right.</p> <p>19 "Question: What did Greg Goorjian tell you</p> <p>20 then, in that conversation?</p> <p>21 "Greg Goorjian said to me and my wife, 'There</p> <p>22 will be nothing built behind you or in front of you.'</p> <p>23 That it's open space. That it will always be a golf</p> <p>24 course.</p> <p>25 "And then he says to me, 'Bob,' he says, 'the</p>

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<p>1 Peccole family has a lifetime membership. Any time you 2 want to play, just give me a call.'</p> <p>3 "Question: Have you now told me everything 4 you remember of Mr. Goorjian's conversation with you?</p> <p>5 "Answer: Most of it, but I talked with Greg 6 off and on so I can't remember it all.</p> <p>7 "Anything else on the subject matter about 8 there being" -- "that there will never be anything 9 built behind you or in front of you? Have you now told 10 me all the subject matter that you can recall with 11 Mr. Goorjian?</p> <p>12 "Answer: I think I have. Something more may 13 come to me" -- "mind later.</p> <p>14 "What do you or your wife say in response" -- 15 "What did you or your wife say in response to 16 Mr. Goorjian's words as you allege them to be?</p> <p>17 "We took his word. 18 "So you didn't say anything? 19 "We took his word. 20 "So you don't remember using any words in 21 response to what he said?</p> <p>22 "I didn't have to. I already made the 23 comment" -- "He already made the comment and we said 24 fine, that's what we expect. 25 "Okay.</p>	<p>1 conversation with any of the relatives, any of the 2 Peccole defendants that you have sued, that had you 3 known that the property was going to be sold like it 4 was sold, the membership interest in Fore Stars was 5 sold, that you would have been interested in buying it 6 or words to that effect?</p> <p>7 "That's speculative because I was never told 8 that it was sold."</p> <p>9 So just returning to the part about the 10 conversations with you, Mr. Goorjian, did you tell 11 Robert Peccole in the presence of Nancy Peccole that 12 the golf course would never be developed?</p> <p>13 A. Absolutely not. 14 Q. Did you tell them that the golf course would 15 always remain open space? 16 A. No. 17 Just to add, I couldn't make those -- I 18 couldn't make those -- 19 Q. Statements or representations? 20 A. -- representations. 21 Q. And why is that, sir? 22 A. Because I was no longer a family member. I 23 was just a broker. 24 MR. PECCOLE: I'd like to pose an objection. 25 Mr. Jimmerson is leading the witness and telling him</p>
Page 62	Page 64
<p>1 "You know, that's what we were buying here. 2 "Why didn't you buy the" -- excuse me. 3 "Why didn't you buy the Badlands Golf 4 Course?"</p> <p>5 It really doesn't have anything to do here 6 with the question, but I'll continue to read. 7 "Jeez, I wasn't interested in it. That's 8 why. 9 "Did you ever express any interest to buy the 10 property in the past? 11 "No. And if I had known it was up for sale, 12 maybe I would have gone and found some buyers. 13 "So you never asked anybody about the land or 14 about your buying the land? 15 "As long as we're speculating, no. 16 "Did you" -- "Did you not know it was being 17 sold in March of 2015? 18 "I did not know. 19 "Did you have any conversation with any of 20 the Peccole representatives that you had known" -- 21 "representatives that had you known you would have 22 liked to buy the property? 23 "Answer: I'm not understanding the 24 question." 25 And the question is, "Did you ever have a</p>	<p>1 what to say. 2 MR. JIMMERSON: I have to respond to that. I 3 made no such comments or words. I certainly have no 4 power or ability to tell this witness what to say. 5 So I just want to note my response to that 6 objection as being improper. 7 Q. (By Mr. Jimmerson) Did you have -- excuse 8 me. Did you know that Robert Peccole sued several 9 members of the Peccole family two years ago? 10 A. I was aware, yes. 11 Q. Okay. He sued Larry Miller, he sued the 12 family trust, he sued the individuals, entities. Were 13 you aware of that? 14 A. Yes. 15 Q. Okay. Did you know that he later on 16 dismissed the claims against his relatives? 17 A. Yes. 18 Q. Did you have any involvement in those 19 discussions that led to his dismissing the claims he 20 had against his relatives, family? 21 A. No. 22 MR. PECCOLE: I'd like to take a men's room 23 break. 24 MR. JIMMERSON: Absolutely, sir. No problem. 25 We'll take a five-minute break at</p>

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<p>1 Mr. Peccole's request. No problem at all. 2 (A recess was taken.) 3 Q. (By Mr. Jimmerson) All right. After a 4 comfort break for everyone, I will just resume. I have 5 just another few questions. 6 Mr. Goorjian, you had -- you had a role, 7 maybe as marketing director, the position you had, 8 where you actually was the individual who dealt with 9 the Peccoles and sold them the lot in 2000; is that 10 right? 11 A. Yes. 12 Q. And I think the documents indicate that they 13 bought it in April or May of 2000. Is that right? 14 A. Yes. 15 Q. And they bought -- their home is located at 16 9470 Verlaire Court? Is that -- 17 A. I know where their home is, but I don't know 18 the address. 19 Q. Okay. All right. Do you remember having a 20 conversation with Mr. Peccole where you discussed the 21 fact that the family was developing or investing tens 22 of millions of dollars to construct the golf course and 23 to put in the infrastructure for the residential 24 development? 25 A. Yes.</p>	<p>1 MR. JIMMERSON: Would you mark this 2 Exhibit 6, please. 3 (Exhibit 6 marked.) 4 MR. JIMMERSON: Mr. Peccole, this is 5 Exhibit 6. We had marked it as Exhibit 5 in another 6 depo, so I crossed out the five. You'll see it. It's 7 right here. 8 MR. PECCOLE: This is? 9 MR. JIMMERSON: Six. We had marked it as 10 Exhibit 5 in another, so I just crossed out the five so 11 she can mark it as six. That's all I'm saying. 12 Q. (By Mr. Jimmerson) Can you identify, 13 Mr. Goorjian, what Exhibit 6 is, called Attachment "C," 14 Disclosure Statement Relating to Zoning Classifications 15 and Master Plan Designations of Adjoining Property? 16 A. I can't read it here without my -- 17 But this is a disclosure stating what -- 18 what's in the plan. 19 Q. Okay. All right. 20 A. What he'll be party to. 21 Q. And this was an attachment that every 22 homeowner was given; is that right? 23 A. Yes. 24 Q. And it referenced what the zoning 25 designations were that existed at the time of</p>
Page 66	Page 68
<p>1 Q. Okay. And did you inform him that there were 2 no guarantees that could be made to him that the golf 3 course would not ever not be developed? 4 A. I made no guarantees, so the answer to that 5 is yes, but could you say the question again? 6 Q. Yeah. It had a double negative, so I agree 7 with you. 8 Did you inform him that no guarantees could 9 be made that the golf course would always remain a golf 10 course property? 11 A. No guarantees. 12 Q. And, indeed, the property was zoned -- zoned 13 to be developed residential; isn't that right? 14 MR. PECCOLE: I object to that question on 15 the grounds it's assuming facts that are not in 16 evidence. 17 A. Okay, now, just my response to it is, it's 18 all documented. It's all in the documents. 19 Q. (By Mr. Jimmerson) Okay. All right. 20 A. That's all my answer. 21 Q. Okay. 22 A. Maps and everything. 23 Q. Okay. Now I'd just like to show you a few 24 more exhibits that have to do with the purchase of the 25 property. The next would be Exhibit 6.</p>	<p>1 purchasing the home; isn't that right? 2 A. Yes. 3 Q. And it showed that through Exhibit C-2; is 4 that right? 5 A. Yes. 6 MR. JIMMERSON: All right. The next exhibit 7 is Exhibit 7. 8 (Exhibit 7 marked.) 9 Q. (By Mr. Jimmerson) And 7 is grant, bargain 10 and sale deed, Queensridge North, Parcel 19, custom 11 lot. 12 A. Yes. 13 Q. And do you recognize this document? 14 A. Yes, I do. 15 Q. All right. And is this the deed that was 16 issued by Nevada Legacy to Robert N. and Nancy Peccole? 17 A. Yes, it is. 18 Q. For their purchase of their lot? 19 A. Yes. 20 Q. Okay. And the date is May 1 of 2000? Do you 21 see that? 22 A. Yes. 23 Q. And Larry Miller signed it as CEO of Nevada 24 Legacy 14 LLC? 25 A. Yes.</p>

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<p>1 Q. And the legal description is attached 2 thereto?</p> <p>3 A. Yes.</p> <p>4 MR. JIMMERSON: Okay. All right. I'll not 5 be referring to Exhibit 8 with this witness, or 6 Exhibit 9. The omission is intentional.</p> <p>7 Let me show you Exhibit No. 10, please. 8 (Exhibit 10 marked.)</p> <p>9 Q. (By Mr. Jimmerson) Now, Exhibit 10 is not a 10 document that you prepared. It is the title insurance 11 policy for Mr. Peccole's home for his purchase in 2000. 12 And -- but the purpose for my asking you about it is, 13 families, purchasers of homes, would typically get 14 title insurance for their purchase, correct?</p> <p>15 A. Correct.</p> <p>16 Q. And title insurance, the purpose of title 17 insurance, as you well know, is to delineate what 18 conditions or restrictions attach to the property; is 19 that right?</p> <p>20 A. Yes.</p> <p>21 Q. And whether or not you have clear title or 22 not, whether there's a mortgage or not, whether there's 23 CC&Rs or not, that kind of thing, right?</p> <p>24 A. Yes.</p> <p>25 Q. And so it gives notice to the property owner</p>	<p>1 irrelevant, immaterial.</p> <p>2 Q. (By Mr. Jimmerson) And why is that --</p> <p>3 MR. PECCOLE: Has nothing to do with 4 Queensridge.</p> <p>5 Q. (By Mr. Jimmerson) And why -- and I do agree 6 with Mr. Peccole. One, it has nothing to do with 7 Queensridge; but why would the Peccole Ranch never be 8 reflected upon or have anything to do with the 9 Queensridge master plan?</p> <p>10 A. Meant to be completely separate, with family 11 only involved in the development, and -- and completely 12 different feel and look.</p> <p>13 Q. And by virtue of the litigation that occurred 14 between Triple Five and the Peccole family, the 15 previously conceptualized master plan of Peccole Ranch 16 was abandoned; is that right?</p> <p>17 MR. PECCOLE: I'm going to object to the 18 leading question.</p> <p>19 MR. JIMMERSON: I'm asking the question.</p> <p>20 MR. PECCOLE: He's telling him what he wants 21 to hear.</p> <p>22 Q. (By Mr. Jimmerson) You may answer the 23 question, sir.</p> <p>24 A. Could you re-ask it?</p> <p>25 MR. JIMMERSON: Would you restate the</p>
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<p>1 as to what he takes the property subject to. Is that a 2 fair statement?</p> <p>3 A. Yes.</p> <p>4 Q. And is that what you are aware of as you did 5 your job for the Peccole family in the 1990s and 2000s?</p> <p>6 A. Yes.</p> <p>7 Q. All right. And so it would not be surprising 8 to you to note that the title insurance would reflect 9 the CC&Rs of the Queensridge master plan, correct?</p> <p>10 A. They would be recorded against the property, 11 yes.</p> <p>12 Q. And the earlier and unrelated Peccole Ranch 13 master plan would not be reflected on their deed?</p> <p>14 A. Correct. It's not a part of.</p> <p>15 Q. It's not a part of. And whatever conditions, 16 restrictions, like, for example, if there's a mortgage, 17 that would be reflected here, correct?</p> <p>18 A. Yes.</p> <p>19 Q. All right. Thank you.</p> <p>20 Now, the Peccole Ranch master plan was never 21 recorded against the real property known as the 22 Queensridge master plan; isn't that right?</p> <p>23 A. That's correct.</p> <p>24 Q. Okay.</p> <p>25 MR. PECCOLE: I object to that question as</p>	<p>1 question, please.</p> <p>2 (Page 71, Lines 13 through 16 read by 3 the reporter.)</p> <p>4 THE WITNESS: This is correct.</p> <p>5 Q. (By Mr. Jimmerson) And why was it abandoned? 6 Why was the Peccole Ranch master plan 7 abandoned?</p> <p>8 A. There was a settlement with Triple Five where 9 they ended up with -- with Peccole Ranch, basically; 10 and -- and so the family took the rest and created 11 Queensridge.</p> <p>12 Q. A question I may have asked you before. If I 13 did, I'm not trying to duplicate it. I apologize.</p> <p>14 In your conversations -- conversation with 15 Mr. Peccole and/or Mr. Peccole and Mrs. Peccole, do you 16 remember whether or not you used the words "open 17 space," as Mrs. Peccole quotes you as using?</p> <p>18 A. Do not recall, but it is a term I use.</p> <p>19 Q. Okay. All right. And what were the 20 purpose -- what was the purpose for you, or other men 21 or women selling property at Peccole Ranch in the 1990s 22 and 2000s, for having purchasers like Mr. and 23 Mrs. Peccole sign these special instructions and 24 disclosures that I've shown you?</p> <p>25 A. Again, so they could be aware of what they're</p>

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1 purchasing.

2 Q. All right. Do you recall -- and this may not

3 be within your memory because of your employment. My

4 recollection from your earlier testimony was that you

5 ceased working for the Peccole family in about 2004.

6 Is that right? Do you remember?

7 A. No.

8 Q. Okay. Tell me when you left.

9 A. I -- I worked with the family from '82 to

10 '89, '90. Came back to work for them '94, and stayed

11 with them to perpetuity.

12 Q. Okay. So well after 2004, then?

13 A. Correct.

14 Q. All right. Then I can ask you this question.

15 Take a look at Exhibit No. 12, please.

16 (Exhibit 12 marked.)

17 Q. (By Mr. Jimmerson) By our looking at the --

18 you know, the recorder's records, it appears as if the

19 Peccole family transferred the golf course into the

20 company known as Fore Stars, Ltd. --

21 MR. PECCOLE: I object on the grounds the

22 document speaks for itself.

23 MR. JIMMERSON: Okay.

24 Q. (By Mr. Jimmerson) So my question is,

25 showing you Exhibit 12, which is the grant, bargain and

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1 sale deed, which, as Mr. Peccole says, speaks for

2 itself, and says that, "For valuable consideration,

3 receipt of which is hereby acknowledged, the Peccole

4 1982 Trust, dated February 15th, 1982, as to an

5 undivided Forty Five percent interest and William Peter

6 and Wanda Ruth Peccole Family Limited Partnership, as

7 to an undivided Fifty Five percent interest" -- and it

8 goes on... makes this transfer.

9 Do you recall in 2004 these two trusts

10 conveyed over to Fore Stars, Ltd., the golf course

11 property described in Exhibit 12, the grant, bargain

12 and sale deed of two thousand --

13 A. I do recall.

14 Q. -- five? All right. And the signatory of

15 the trust at this time was Larry Miller; is that right?

16 A. Yes.

17 Q. For both trusts; is that right?

18 A. Yes.

19 Q. Do you remember the reason why the company

20 consolidated the golf course property into the entity

21 called Fore Stars, Ltd., and transferred it from the

22 two trusts to Fore Stars, Ltd., in 2005?

23 A. My recollection is I believe it was to -- in

24 concert with the development of the towers, and it had

25 something to do with the towers as well.

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1 Q. Okay.

2 A. Easements that were needed and items like

3 that. And -- but I don't really know if that was the

4 reason why it was consolidated.

5 Q. Okay. And by -- would you look at Exhibit

6 No. 12 to satisfy yourself that as it relates to the

7 golf course property that's shown in, you know, the

8 grant, bargain and sale deed, you'll see that there's

9 no reference to the Queensridge master plan CC&Rs as

10 somehow being subject to this property.

11 A. It wouldn't have been.

12 Q. Okay. And that's because the Queensridge

13 master CC&Rs had nothing to do with the golf course

14 property?

15 A. It had not been annexed, yeah.

16 Q. And so therefore it wasn't something -- the

17 golf course property wasn't subject to the Queensridge

18 CC&Rs?

19 A. Correct.

20 Q. Thank you.

21 (Exhibit 13 marked.)

22 Q. (By Mr. Jimmerson) I'm showing you

23 Exhibit 13. This is a map that I think you may have

24 seen before. I don't know. I'll ask you if you have.

25 As you've testified earlier, the Queensridge

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1 master plan started out with a small piece of property;

2 and then as the Queensridge master plan was developed,

3 they would annex additional property. Is that right?

4 A. Yes.

5 Q. Looking at Exhibit 13, this is what my

6 understanding is: This is a map that references what

7 property was annexed into the Queensridge master plan.

8 Have you seen this map before?

9 A. Yes, I have.

10 Q. And have I accurately represented what it is?

11 A. Yes, you have.

12 Q. Okay. And the golf course property, which

13 was not annexed, is the white --

14 A. Correct.

15 Q. -- in this map. And the property that was

16 part of Queensridge master plan is the brown. Is that

17 right?

18 A. Yes.

19 Q. All right. Thank you.

20 Let me show you Exhibit No. 14. I just have

21 one or two questions about it.

22 (Exhibit 14 marked.)

23 Q. (By Mr. Jimmerson) Just completing these

24 documents, do you recognize Exhibit 14, which is known

25 as a Public Offering Statement for Queensridge North --

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<p>1 A. Yes.</p> <p>2 Q. -- Custom Lots?</p> <p>3 A. Yes.</p> <p>4 Q. And was this yet another document that</p> <p>5 surrounded the -- I call it papering -- the</p> <p>6 documentation relating to the sale of custom lots?</p> <p>7 A. Yes.</p> <p>8 Q. All right. And remember that we looked at --</p> <p>9 earlier at a set of exhibits -- I think it was</p> <p>10 Exhibit 6 -- that had these attachments, B and C?</p> <p>11 A. Yes.</p> <p>12 Q. All right. And Mr. Peccole made an objection</p> <p>13 that there were blanks?</p> <p>14 A. Yes.</p> <p>15 Q. All right. But it had his signature and his</p> <p>16 wife's signature? Do you remember that?</p> <p>17 A. Yes, I do.</p> <p>18 Q. These were exhibits to the public offering</p> <p>19 that's shown here in Exhibit No. 14; isn't that right?</p> <p>20 A. Yes.</p> <p>21 Q. All right. All right. Thank you.</p> <p>22 And just as it relates to the Peccole</p> <p>23 house -- that's the only reason I'm raising it -- is</p> <p>24 the way that the -- the process in which a piece of</p> <p>25 property would be annexed into the Queensridge master</p>	<p>1 annexation of Parcel No. 19; is that right, sir?</p> <p>2 A. Correct.</p> <p>3 Q. And to the extent that Mr. Peccole's home was</p> <p>4 one of several homes that made up Parcel 19, it then</p> <p>5 became, when it was recorded, part of the Queensridge</p> <p>6 master plan?</p> <p>7 A. Yes.</p> <p>8 Q. All right. Thank you. That's all I have on</p> <p>9 that one.</p> <p>10 I'm going to skip for a moment Exhibit 17, go</p> <p>11 to Exhibit No. 19.</p> <p>12 In a further effort to distinguish the</p> <p>13 Queensridge master plan with the additional stone and</p> <p>14 the look and the like, the family developed custom home</p> <p>15 estate design guidelines; is that right?</p> <p>16 A. Yes.</p> <p>17 Q. All right. I'd like to just show those</p> <p>18 briefly to you.</p> <p>19 A. We had consulting. We didn't do it on our</p> <p>20 own.</p> <p>21 Q. Got it.</p> <p>22 (Exhibit 19 marked.)</p> <p>23 Q. (By Mr. Jimmerson) And what you mean within</p> <p>24 your last answer is that you had professionals help you</p> <p>25 in terms of developing these guidelines?</p>
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<p>1 plan would call for a deed or a declaration of</p> <p>2 annexation, and the annexation would be recorded with</p> <p>3 the Clark County Recorder's office, right?</p> <p>4 A. Correct.</p> <p>5 Q. And as annexed properties were added,</p> <p>6 Queensridge would grow in size, right?</p> <p>7 A. Correct.</p> <p>8 Q. And then when the development ended,</p> <p>9 annexation ended, and that became the totality of</p> <p>10 Queensridge master plan? Right?</p> <p>11 A. Correct.</p> <p>12 Q. All right. I just wanted to show you the</p> <p>13 annexation as relates to Mr. Peccole's property, which</p> <p>14 we've marked as Exhibit 15.</p> <p>15 (Exhibit 15 marked.)</p> <p>16 Q. (By Mr. Jimmerson) Exhibit 15 is called,</p> <p>17 quote, Declaration of Annexation for Queensridge</p> <p>18 Parcel 19 (Queensridge North Custom Lots), end of</p> <p>19 quote. Do you see that, sir?</p> <p>20 A. Yes.</p> <p>21 Q. And this, as you see, is a document that's</p> <p>22 prepared for recordation with the Clark County</p> <p>23 Recorder's office, right?</p> <p>24 A. Yes. Yes.</p> <p>25 Q. And so this particular annexation is the</p>	<p>1 A. Yes, sir.</p> <p>2 Q. So that custom homeowners like Mr. Peccole</p> <p>3 and his wife, Nancy, would know what they could build</p> <p>4 and not build, what would be acceptable and not</p> <p>5 acceptable?</p> <p>6 A. Correct. And what their neighbors would be</p> <p>7 doing the same.</p> <p>8 Q. And that there would be some consistency in</p> <p>9 the neighborhood; and obviously the intent is to have</p> <p>10 an upscale neighborhood, right?</p> <p>11 A. Yes.</p> <p>12 Q. And do you recognize these guidelines as</p> <p>13 being those that applied to the Queensridge master</p> <p>14 plan?</p> <p>15 A. Yes.</p> <p>16 Q. As relates to the custom home estate lots?</p> <p>17 A. Yes.</p> <p>18 Q. Thank you. That's all I have on that.</p> <p>19 Because of the massive size, I'm not</p> <p>20 introducing it, but there was a huge blue binder --</p> <p>21 A. Yes.</p> <p>22 Q. -- that three-ring binder that was given to</p> <p>23 every homeowner; is that right?</p> <p>24 A. Yes.</p> <p>25 Q. And it was maybe 6 inches thick?</p>

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<p>1 A. Yes.</p> <p>2 Q. By estimate? And it had covers on the front</p> <p>3 and back, right?</p> <p>4 A. Yes.</p> <p>5 Q. I just want to show you Exhibit 20, which is</p> <p>6 the xerox of the front and back of the binder.</p> <p>7 A. It was a gift to the buyer after they</p> <p>8 purchased the home.</p> <p>9 Q. It was a gift to the buyer; is that right?</p> <p>10 A. After they purchased.</p> <p>11 Q. Okay.</p> <p>12 A. All their documents, including their deed.</p> <p>13 (Exhibit 20 marked.)</p> <p>14 Q. (By Mr. Jimmerson) Just showing you</p> <p>15 Exhibit 20, does this refresh your recollection this is</p> <p>16 a xeroxed copy of the binder?</p> <p>17 A. Yes.</p> <p>18 Q. Copy of the binder? Thank you.</p> <p>19 All right. I just have a few more fill-in</p> <p>20 questions on Exhibit No. 5. Can I ask you to find 5 in</p> <p>21 here. I'll show you what it looks like.</p> <p>22 I forgot to ask the questions when I did.</p> <p>23 Right here. It looks like this.</p> <p>24 A. Okay. I've got that one. Here it is. Yup.</p> <p>25 Q. Okay. Now, as you've already told us, this</p>	<p>1 A. Yes.</p> <p>2 Q. "The Lot may have a view or location</p> <p>3 advantage at the present time. The view may at present</p> <p>4 or in the future include, without limitation, adjacent</p> <p>5 or nearby single-family homes, multiple-family</p> <p>6 residential structures, commercial structures, utility</p> <p>7 facilities, landscaping, and other items. The</p> <p>8 Applicable Declarations may or may not regulate future</p> <p>9 construction of improvements and landscaping in the</p> <p>10 Planned Community Declarations" -- I'm sorry --</p> <p>11 "Planned Community that could affect the views or other</p> <p>12 property owners.</p> <p>13 "Moreover, depending on the location of the</p> <p>14 Lot, adjacent or nearby residential dwellings or other</p> <p>15 structures, whether within the Planned Community or</p> <p>16 outside the Planned Community, could potentially be</p> <p>17 constructed or modified in a manner that could block or</p> <p>18 impair all or part of the views from the Lot and/or</p> <p>19 diminish the location advantages of the Lot," if any.</p> <p>20 Have I read that accurately?</p> <p>21 A. Yes, you have.</p> <p>22 Q. What was the purpose of notifying the buyer</p> <p>23 that the adjacent development of the property could</p> <p>24 affect their views or block their views?</p> <p>25 A. Disclosures so I wouldn't be here today.</p>
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<p>1 was an addendum that made certain disclosures and</p> <p>2 committed the buyer to acknowledging the disclosures,</p> <p>3 correct?</p> <p>4 A. Yes.</p> <p>5 Q. And again, part of it, as you indicated, was</p> <p>6 to make sure that the buyer knew exactly what he was</p> <p>7 getting to, what rights he could count on and what --</p> <p>8 what he couldn't count on as well, right?</p> <p>9 So let me ask you to look at, please,</p> <p>10 Paragraph 4 of Page 2 of Exhibit 5, Exhibit 5 being</p> <p>11 called Addendum "1" to the Purchase Agreement, Earnest</p> <p>12 Money Receipt and Escrow Instructions.</p> <p>13 A. Where?</p> <p>14 Q. Paragraph 4, Page 2. It's called "No Golf</p> <p>15 Course or Membership Privileges." Do you see that?</p> <p>16 A. Yes, I do.</p> <p>17 Q. Okay. "Purchasers shall not acquire any</p> <p>18 rights, privileges, interest, or membership in the</p> <p>19 Badlands Golf Course or any other golf course, public</p> <p>20 or private, or any country club membership by virtue of</p> <p>21 purchasing the lot." End of quote.</p> <p>22 A. Yes.</p> <p>23 Q. All right. Next, would you look at</p> <p>24 Paragraph 7 in the same document, please, called</p> <p>25 "Views/Location advantages." Do you see that?</p>	<p>1 That's why we did all this.</p> <p>2 Q. You mean here to give a deposition?</p> <p>3 A. Correct.</p> <p>4 Q. All right.</p> <p>5 MR. PECCOLE: What was that exhibit?</p> <p>6 MR. JIMMERSON: That was -- we're talking</p> <p>7 about Exhibit No. 5, Mr. Peccole.</p> <p>8 Q. (By Mr. Jimmerson) All right. Now I want to</p> <p>9 kind of change, paragraph, something a little</p> <p>10 different, a new subject matter.</p> <p>11 The Peccole family knew that the property of</p> <p>12 the golf course -- not Queensridge master plan, but the</p> <p>13 golf course -- could be developed; isn't that right?</p> <p>14 A. Yes.</p> <p>15 Q. And there was a lawsuit between BCG Holdings,</p> <p>16 LLC, and Fore Stars arising from the desire to develop</p> <p>17 the golf course property; is that right?</p> <p>18 A. BCG?</p> <p>19 Q. Yes.</p> <p>20 A. Is?</p> <p>21 Q. BGC. It's a company that Mr. Lowie had an</p> <p>22 interest in.</p> <p>23 A. Okay. Ask me the question again.</p> <p>24 Q. Okay. So just remember that the golf course</p> <p>25 property the Peccoles have transferred into Fore Stars,</p>

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<p>1 Ltd. --</p> <p>2 A. Yes.</p> <p>3 Q. -- I showed you the deed -- in 2005.</p> <p>4 A. Correct.</p> <p>5 Q. Now I'll show you a lawsuit that came two</p> <p>6 years later, in August of 2007, between BGC Holdings,</p> <p>7 LLC, and Fore Stars, Ltd.</p> <p>8 A. Okay.</p> <p>9 Q. Let me just show you that. It's a lot of</p> <p>10 years ago, I know.</p> <p>11 MR. JIMMERSON: I'm marking this as Exhibit</p> <p>12 No. 17.</p> <p>13 (Exhibit 17 marked.)</p> <p>14 Q. (By Mr. Jimmerson) And if I could help you,</p> <p>15 just look at Page 2 and 3. You'll see -- it will</p> <p>16 refresh your recollection about the lawsuit.</p> <p>17 A. I don't know what -- okay. I've read those</p> <p>18 two paragraphs.</p> <p>19 Q. Can you read Paragraph 7 just below.</p> <p>20 A. (Witness examined document.) Okay.</p> <p>21 Q. Okay. Do you recall that the family knew</p> <p>22 that the golf course could be developed and that they</p> <p>23 sold -- they sold BGC Holdings --</p> <p>24 A. Yes.</p> <p>25 Q. -- EHB Associated, a related entity, rights</p>	<p>1 for it to maximize the tower site. And so it was in</p> <p>2 concert. They were partners on the towers, so --</p> <p>3 Q. Okay. And the tower site property is</p> <p>4 adjoining or attaching to the golf course, right?</p> <p>5 A. Correct. Yes, sir.</p> <p>6 Q. Okay. And it's part of -- I would call it</p> <p>7 the country club building is part of that property,</p> <p>8 right?</p> <p>9 A. Yes. Correct.</p> <p>10 Q. Okay. And then it was sold off so that</p> <p>11 there's three tower sites?</p> <p>12 A. Yes.</p> <p>13 Q. Two of which have been developed, one of</p> <p>14 which is not yet developed?</p> <p>15 A. Yes.</p> <p>16 Q. That is owned by a different entity?</p> <p>17 A. Now.</p> <p>18 Q. Now. I guess it's IDB or someone else. Is</p> <p>19 that right?</p> <p>20 A. Yes. Yes.</p> <p>21 Q. But in those years, in the mid-2000s and</p> <p>22 later 2000s, it was all owned by the Peccole family; is</p> <p>23 that right?</p> <p>24 A. Correct.</p> <p>25 Q. Subject to a sale contract with BGC,</p>
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<p>1 to develop that property in the mid-2000s, in this case</p> <p>2 2007?</p> <p>3 A. Okay.</p> <p>4 Q. All right. And then there was a lawsuit,</p> <p>5 which is this Exhibit No. 17, that was brought forward</p> <p>6 for what BGC Holdings believed was a breach of contract</p> <p>7 by the Peccoles --</p> <p>8 A. Okay.</p> <p>9 Q. -- by Fore Stars in not selling it the</p> <p>10 property. Do you recall that?</p> <p>11 A. No.</p> <p>12 Q. Okay. All right. You were, then, not</p> <p>13 directly involved with that litigation?</p> <p>14 A. I was not.</p> <p>15 Q. Okay. Fair enough.</p> <p>16 Do you know whether or not, maybe just to</p> <p>17 refresh your recollection, that a resolution was</p> <p>18 reached which led to a restrictive covenant, being</p> <p>19 limited, having to do with the towers?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. What's your recollection about that?</p> <p>22 A. Just the recollection was that there were a</p> <p>23 series of easements that needed to be -- that we needed</p> <p>24 in order to develop the towers and there was some</p> <p>25 rerouting of a couple of holes that needed to be done</p>	<p>1 Mr. Lowie and his interests; is that right?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. Fair enough. And I would like to show</p> <p>4 you the restrictive covenant, Exhibit 21.</p> <p>5 (Exhibit 21 marked.)</p> <p>6 THE WITNESS: I'm starting to remember some</p> <p>7 of that as well. It had to do with the clubhouse as</p> <p>8 well.</p> <p>9 Q. (By Mr. Jimmerson) That's correct.</p> <p>10 I'm showing you what's been marked as</p> <p>11 Exhibit 21, called Restrictive Covenant, recording on</p> <p>12 or about March 14, 2008. Are you familiar with this</p> <p>13 document?</p> <p>14 A. No.</p> <p>15 Q. Okay. Are you familiar with the idea that</p> <p>16 there was a restrictive covenant that came as a result</p> <p>17 of some negotiations between the parties?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. And it had to do in part with the</p> <p>20 existing golf clubhouse; is that right?</p> <p>21 A. Yes.</p> <p>22 Q. And the adjoining property?</p> <p>23 A. Yes.</p> <p>24 Q. The document speaks for itself. I just put</p> <p>25 it in sequence. Thank you very much.</p>

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<p>1 Now showing you what's been marked as</p> <p>2 Exhibit 22.</p> <p>3 (Exhibit 22 marked.)</p> <p>4 Q. (By Mr. Jimmerson) Consistent with your</p> <p>5 recollection, Mr. Goorjian, there was a settlement</p> <p>6 reached between BGC Holdings and Fore Stars, Fore Stars</p> <p>7 being the Peccole family's company, in this time period</p> <p>8 of 2007.</p> <p>9 And this document has been disclosed in this</p> <p>10 form to Mr. Peccole. We went to court and there was a</p> <p>11 court order on this, so this was the form in which the</p> <p>12 document was disclosed to Mr. Peccole, so that's why it</p> <p>13 is the way it is.</p> <p>14 A. Okay.</p> <p>15 Q. It has nothing to do with you, but I'm just</p> <p>16 telling you that's why the whole document is not here,</p> <p>17 is what I'm trying to say.</p> <p>18 A. Redacted.</p> <p>19 Q. And it's also only two pages and not the full</p> <p>20 document.</p> <p>21 A. Right.</p> <p>22 Q. All right. My only question to you is, do</p> <p>23 you have a recollection of this document?</p> <p>24 A. I don't.</p> <p>25 Q. Okay. Fair enough. But do you see that this</p>	<p>1 MR. PECCOLE: Can I take another break?</p> <p>2 MR. JIMMERSON: Yes, sir, you certainly can.</p> <p>3 Absolutely.</p> <p>4 (A recess was taken.)</p> <p>5 MR. JIMMERSON: So the next document is</p> <p>6 Exhibit 23.</p> <p>7 (Exhibit 23 marked.)</p> <p>8 Q. (By Mr. Jimmerson) Again, I'm just telling</p> <p>9 you things that are really not serious issues of</p> <p>10 inquiry, but I just want to show you that Fore Stars</p> <p>11 was created by the Peccoles to hold the golf course</p> <p>12 property; and this is the articles of incorporation of</p> <p>13 Fore Stars with the Secretary of State in or about</p> <p>14 December 5, 1995. Do you see that?</p> <p>15 A. Yes.</p> <p>16 Q. And do you recognize the signatures at Page 3</p> <p>17 of this --</p> <p>18 A. Sure do.</p> <p>19 Q. -- articles of organization?</p> <p>20 A. Yes.</p> <p>21 Q. From Wanda Peccole to Lawrence Bayne and Lisa</p> <p>22 Miller?</p> <p>23 A. Yes. That would be Loretta.</p> <p>24 Q. Got it. All right. Thank you.</p> <p>25 No questions on that, to that.</p>
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<p>1 does bear connection between the lawsuit that is</p> <p>2 brought in 2007 and then a settlement between these</p> <p>3 parties?</p> <p>4 A. Yes.</p> <p>5 Q. All right.</p> <p>6 A. And I'm recalling that as we speak more and</p> <p>7 more.</p> <p>8 Q. All right. And would you look at the bottom</p> <p>9 of the page.</p> <p>10 A. Yup.</p> <p>11 Q. The page 1. You'll see, "The foregoing</p> <p>12 notwithstanding, the Restrictive Covenant shall expire</p> <p>13 ten years after its" -- it has a different wording</p> <p>14 there -- "after its delivery."</p> <p>15 Do you see the word "delivery" there</p> <p>16 handwritten in?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And the restrictive covenant is the</p> <p>19 document I just showed you, Exhibit No. 21. Do you see</p> <p>20 that?</p> <p>21 A. Yes.</p> <p>22 Q. All right. So that's -- I'm just trying to</p> <p>23 lay it together so you can see they're all tied</p> <p>24 together. That's all.</p> <p>25 That's all I have for that. Appreciate it.</p>	<p>1 I'm showing you what's been marked as</p> <p>2 Exhibit 24.</p> <p>3 (Exhibit 24 marked.)</p> <p>4 Q. (By Mr. Jimmerson) Exhibit 24 is Bill No.</p> <p>5 Z-2001-1, Ordinance No. 5353; but it is, in 2001, the</p> <p>6 City of Las Vegas's ordinance that takes all of the</p> <p>7 property that's shown in the attachments and codifies</p> <p>8 it as R-PD7 zoning.</p> <p>9 And I wanted to just ask you if you've seen</p> <p>10 this city ordinance before today. I'm sure you've</p> <p>11 maybe seen it at the time, but I don't remember if you</p> <p>12 remember it or not.</p> <p>13 A. I do not.</p> <p>14 Q. Okay. You can see, though, that the</p> <p>15 ordinance attaches parcel numbers?</p> <p>16 A. Yes.</p> <p>17 Q. APN --</p> <p>18 MR. PECCOLE: I'm going to object to the</p> <p>19 exhibit. It's irrelevant, immaterial to this case.</p> <p>20 Q. (By Mr. Jimmerson) So anyway, you'll see</p> <p>21 that there are APN numbers attached to this ordinance.</p> <p>22 Is that right?</p> <p>23 A. Yes.</p> <p>24 Q. Fair enough. Thank you, sir.</p> <p>25 Now, the Peccole family retained different</p>

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<p>1 professionals to help them with zoning matters, 2 development matters and the like; is that right? 3 A. Yes. 4 Q. Okay. Do you remember the name A. Wayne 5 Smith & Associates as a planner -- 6 A. Yes. 7 Q. -- in the mid-'80s? 8 A. Yes, I do. 9 Q. Okay. And how do you remember them? 10 A. He was the -- not the original, but he did 11 the master plan for what was at the time about 12 2300 acres of Peccole lands from Durango to Hualapai 13 and Charleston to Alta. 14 Q. All right. I'm showing you number -- I want 15 to show you an exhibit, then, Exhibit No. 25. 16 (Exhibit 25 marked.) 17 Q. (By Mr. Jimmerson) This is a letter that 18 bears the date March 26, 1986. Do you see that? 19 A. Yes. 20 Q. And I just wanted to confirm your own 21 testimony earlier today about, in the third paragraph, 22 the zoning approvals -- 23 MR. PECCOLE: I would interpose an objection 24 on the grounds that anything that has to do with the 25 initial Venetian Foothills has no relevancy with regard</p>	<p>1 MR. PECCOLE: And in response, I just say to 2 Mr. Jimmerson it's irrelevant and immaterial to the 3 lawsuit that he has filed against my wife and I. 4 MR. JIMMERSON: And so that begs the question 5 of why you would make reference to the Peccole Ranch 6 master plan in your motion for summary judgment in this 7 lawsuit, Mr. Peccole. 8 Q. (By Mr. Jimmerson) Would you also look at 9 this exhibit, Mr. Smith's exhibit. I just want to call 10 one document -- one sentence to your attention. 11 Does this letter, who was the representative 12 of the Peccole family, Jackie Guthrie of Wayne Smith & 13 Associates, state in the third paragraph, last 14 sentence, quote, The R-PD category is requested, at the 15 direction of the planning staff, as it allows the 16 developer flexibility and the City design control, end 17 of quote? 18 A. Yes. 19 Q. All right. Let me just show you -- I'm 20 omitting Exhibit 25, and the omission is intentional. 21 MS. POLSELLI: 26. That would be 26. 22 MR. JIMMERSON: I'm sorry. 26. I misspoke. 23 No -- 26, that's right. I'm omitting Exhibit 26, and 24 the omission is intentional. And I'm also omitting 25 Exhibit No. 27 as an intentional omission.</p>
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<p>1 to this lawsuit or Queensridge South -- or North. 2 Excuse me. 3 Q. (By Mr. Jimmerson) All right. And I was 4 interrupted in the middle of my question. Let me 5 finish the question, and then I'd like to respond to 6 the objection. 7 So it refers to zoning C-1 for the commercial 8 sites, P-R for the office sites, C-V for a 5-acre 9 community center parcel, and the R-PD for residential. 10 Do you see that? 11 A. Yes, I do. 12 Q. And these are different zoning designations, 13 depending upon the intended use? 14 A. Correct. 15 Q. All right. Thank you. 16 MR. JIMMERSON: Now just to respond to the 17 objection. Mr. Peccole has raised these issues in a 18 motion for summary judgment; and while I may agree that 19 they have nothing to do with the instant litigation, 20 because he has made these express references to these 21 different -- different plans and the Peccole Ranch 22 master plan to the south of West Charleston, I feel 23 that I'm obliged to at least respond to those in this 24 record. But I do agree that the whole issue of Peccole 25 Ranch is irrelevant to the instant lawsuit.</p>	<p>1 I'll show you Exhibit No. 28. 2 (Exhibit 28 marked.) 3 Q. (By Mr. Jimmerson) Relative to No. 28, this 4 is a letter from the City of Las Vegas, City Clerk, 5 Kathleen Tighe, to the William Peccole 1982 Trust, 6 dated May 1, 1990, with regard to zoning that was 7 approved by the city council, specifically the R-PD7 8 and R -- you know, R-PD7 zoning that's referenced here. 9 My question to you is, do you know whether or 10 not you've seen this letter before, sir? 11 A. I have not. 12 Q. Fair enough. Thank you. 13 And this 1990 time period was before 14 Queensridge was ever created, right? Do you see the 15 letter I showed you? 16 A. Yes, it is. 17 Q. So the Queensridge came to be known six years 18 later, 1996? 19 A. Correct. 20 Q. And then the years thereafter? 21 A. Correct. 22 Q. After which the old plan of Peccole Ranch was 23 abandoned and then you started with Queensridge six 24 years later? 25 A. Correct.</p>

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<p>1 Q. All right.</p> <p>2 MR. JIMMERSON: To my best recollection,</p> <p>3 that's all the questions I have; and I thank you very</p> <p>4 much for your time, sir.</p> <p>5 Mr. Peccole may have some questions, and he</p> <p>6 has the right to ask you that.</p> <p>7 THE WITNESS: Okay.</p> <p>8 MR. JIMMERSON: So please be responsive to</p> <p>9 his questions. Thank you, sir. Thank you for your</p> <p>10 time.</p> <p>11 MR. PECCOLE: My turn?</p> <p>12 MR. JIMMERSON: No further questions. Thank</p> <p>13 you.</p> <p>14 EXAMINATION</p> <p>15 BY MR. PECCOLE:</p> <p>16 Q. Is it okay if I call you Greg?</p> <p>17 A. Please, Bob.</p> <p>18 Q. When did you last talk to Yohan Lowie?</p> <p>19 A. Oh, it would have been yesterday, maybe, or</p> <p>20 the day before.</p> <p>21 Q. Did you talk about this case?</p> <p>22 A. No, sir.</p> <p>23 Q. Have you talked to him about this case at any</p> <p>24 time?</p> <p>25 A. Yes.</p>	<p>1 A. I'd say I worked from him -- for him, oh,</p> <p>2 maybe three -- two to three years, two-and-a-half to</p> <p>3 three years.</p> <p>4 Q. And that would have been in the --</p> <p>5 A. That would have been to about 2009 or '8.</p> <p>6 '9.</p> <p>7 Q. Now, a little while ago, almost to the end of</p> <p>8 your deposition, Mr. Jimmerson asked you questions</p> <p>9 about experts that were working in --</p> <p>10 A. Correct.</p> <p>11 Q. -- in the field dealing with both the north</p> <p>12 side and the south side.</p> <p>13 MR. JIMMERSON: Let me just object. I never</p> <p>14 used the word "experts." But go ahead.</p> <p>15 A. There were consultants involved in the</p> <p>16 project. We had several that would come and go. So --</p> <p>17 and they were different in Peccole Ranch -- they</p> <p>18 weren't the same consultants in both, although some may</p> <p>19 have overlapped.</p> <p>20 But we had landscape designers, we had</p> <p>21 architects, we had engineers, you know, all the</p> <p>22 disciplines. Attorneys. All the disciplines were</p> <p>23 covered with a consultant.</p> <p>24 Q. (By Mr. Peccole) Does the name Clyde Spitzze</p> <p>25 ring a bell?</p>
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<p>1 Q. How long ago?</p> <p>2 A. Oh, only the fact that -- oh, I'd say off and</p> <p>3 on of while this has been happening. Only -- not about</p> <p>4 the case; just the fact that there is a case.</p> <p>5 Q. Did -- was he your employer at one time?</p> <p>6 A. Yes, he was.</p> <p>7 Q. And tell me a little bit about that.</p> <p>8 A. That was during the high-rises. I worked for</p> <p>9 the company there as -- well, actually, it was</p> <p>10 during -- it would have been 2006, '5 or '6, when we</p> <p>11 were doing the high-rises and preselling the</p> <p>12 high-rises. I worked for him.</p> <p>13 Q. Now, when you worked for him, how were you</p> <p>14 being paid?</p> <p>15 A. I started as an employee with receiving draws</p> <p>16 against my future commissions.</p> <p>17 Q. And when you say you were working for</p> <p>18 Mr. Lowie at that time, was it one of his entities?</p> <p>19 A. I would have been EHB, I believe, employee</p> <p>20 or -- I can't remember if I was an employee of the</p> <p>21 project. I really can't recall who paid me. I know</p> <p>22 that my job was to put the marketing materials together</p> <p>23 and to presell the towers.</p> <p>24 Q. And how long would you say you worked for</p> <p>25 him?</p>	<p>1 A. Yes, it does. Clyde was our engineer.</p> <p>2 Q. He was what?</p> <p>3 A. Our engineer.</p> <p>4 Q. For the overall master plan, entire thing?</p> <p>5 A. Well, we had G.C. Wallace was involved at one</p> <p>6 time. VTN was involved. So there were several</p> <p>7 engineers involved. But I would say the crux of it,</p> <p>8 when it came to Queensridge, we were pretty much using,</p> <p>9 if I recall, Clyde.</p> <p>10 Q. Now, when -- when Bill started the</p> <p>11 development, he started with his original LLC over in</p> <p>12 the south side, which would be Foothills something or</p> <p>13 other at that time?</p> <p>14 A. We never did anything under Venetian</p> <p>15 Foothills. That was the original plan that Bill may</p> <p>16 have done, gosh, sometime maybe in the '70s. We met</p> <p>17 with A. Wayne Smith in the '80s sometime -- I can't</p> <p>18 recall when -- and came up with a Peccole Ranch master</p> <p>19 plan.</p> <p>20 Q. Now, in --</p> <p>21 A. Let me --</p> <p>22 Q. I'm sorry.</p> <p>23 A. Conceptual plan.</p> <p>24 Q. 1986, there was filed an application with a</p> <p>25 master plan map. Is that correct?</p>

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<p>1 A. Yes.</p> <p>2 Q. And that master plan eventually became</p> <p>3 Phase One and Phase Two?</p> <p>4 A. Don't recall. I know that it covered all of</p> <p>5 his property.</p> <p>6 Q. And Phase One started off on the south side</p> <p>7 of Charleston?</p> <p>8 A. We started -- again, I don't know what we</p> <p>9 called -- we started with Canyon Gate.</p> <p>10 Q. Canyon Gate. Yeah.</p> <p>11 A. Which was a development with a partnership</p> <p>12 that went sour as well.</p> <p>13 Q. And after that, you shifted to Phase Two,</p> <p>14 which was --</p> <p>15 A. I don't know if we --</p> <p>16 Q. -- was part of the master plan?</p> <p>17 A. I don't know if we phased it or what we</p> <p>18 called it, but, yeah, we went to -- our partnership</p> <p>19 with Triple Five we got into, and started -- and that's</p> <p>20 when I left the family, when they started that. I</p> <p>21 split off and divorced and went to work for Nevada</p> <p>22 Title.</p> <p>23 MR. PECCOLE: Okay. I'd like to introduce</p> <p>24 this as Exhibit A.</p> <p>25 (Exhibit A marked.)</p>	<p>1 Q. So what this was is an application for</p> <p>2 rezoning, and that would be the Queensridge side. We'd</p> <p>3 be going to the north of Charleston. Correct?</p> <p>4 MR. JIMMERSON: I'm just going to object to</p> <p>5 the question because the witness cannot identify the</p> <p>6 document, as so stated. So asking him questions about</p> <p>7 this now would be speculative on the part of the</p> <p>8 witness and unfair to the witness.</p> <p>9 Q. (By Mr. Peccole) Is that correct? The</p> <p>10 Peccole Ranch overall master plan, Phase Two, which is</p> <p>11 the Queensridge side of Charleston?</p> <p>12 A. I can't answer that question because --</p> <p>13 that's what this -- this document says that this is the</p> <p>14 Peccole Ranch partnership, okay, which I -- I can't</p> <p>15 recall. But I believe this was all the property that</p> <p>16 Triple Five was involved in in our partnership at the</p> <p>17 time. Okay? And that's really what this is</p> <p>18 identifying. But this is -- this was done with the</p> <p>19 Peccoles and Triple Five.</p> <p>20 MR. JIMMERSON: You can see that because the</p> <p>21 front page says it's a partnership. You're a hundred</p> <p>22 percent right, Mr. Goorjian.</p> <p>23 Q. (By Mr. Peccole) On Page 1, does it say</p> <p>24 introduction to the Peccole Ranch overall master plan?</p> <p>25 A. That's what it says, yes.</p>
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<p>1 Q. (By Mr. Peccole) Did you ever talk to Bill</p> <p>2 Peccole about what his intention was as far as the golf</p> <p>3 course remaining a golf course?</p> <p>4 A. Don't recall.</p> <p>5 Q. He never told -- I mean, anybody or any of</p> <p>6 the family discuss it with you? How about Wanda?</p> <p>7 A. Rephrase your question, Bob. I don't know</p> <p>8 what you --</p> <p>9 Q. Did you ever hear either Bill or Wanda say</p> <p>10 that the golf course is subject to going away?</p> <p>11 A. No.</p> <p>12 Q. In fact, Bill himself often said, "It will be</p> <p>13 a golf course and open space, and that's what I'm</p> <p>14 selling."</p> <p>15 A. That I don't recall.</p> <p>16 Q. Take a look at Exhibit A.</p> <p>17 A. Yes.</p> <p>18 Q. And just as kind of a little background, this</p> <p>19 is the Phase Two, as you'll see on the front page, "A</p> <p>20 Master Plan Amendment and Phase Two Rezoning</p> <p>21 Application." Do you see that at the very top?</p> <p>22 A. Yes, I do.</p> <p>23 Q. And that's the Peccole Ranch master plan,</p> <p>24 correct?</p> <p>25 A. Yes.</p>	<p>1 Q. And it uses the term, "Peccole Ranch Overall</p> <p>2 Conceptual Master Plan." You used that term a little</p> <p>3 while ago.</p> <p>4 A. Conceptual.</p> <p>5 Q. Yes.</p> <p>6 A. Correct.</p> <p>7 Q. If you look at Page -- right after Page 1 --</p> <p>8 A. Yes.</p> <p>9 Q. -- you'll see that the map now shows you --</p> <p>10 A. What the partnership --</p> <p>11 Q. -- where he's going.</p> <p>12 A. Yeah.</p> <p>13 Q. And it shows the whole thing, correct?</p> <p>14 A. It shows all of what is still Mr. Peccole's</p> <p>15 land.</p> <p>16 Q. Yes. And it eliminates Canyon Gate Golf</p> <p>17 Course, as you said earlier?</p> <p>18 A. Yup.</p> <p>19 Q. And it eliminates the McGah-Bailey on the</p> <p>20 south side of Charleston?</p> <p>21 A. There's one mistake here, is that -- this --</p> <p>22 because he didn't own -- there's a piece there that I</p> <p>23 don't think he did own that's shaded here. It belonged</p> <p>24 to your father.</p> <p>25 Q. To who?</p>

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<p>1 A. Your dad, I believe.</p> <p>2 Q. That's correct. So it was -- it's eliminated</p> <p>3 from the map. Correct? You can see it's dark, is</p> <p>4 what --</p> <p>5 A. Everything that's dark is what's represented</p> <p>6 in this partnership, but I believe some of what is dark</p> <p>7 here belonged to Bob and Lena, if I'm correct.</p> <p>8 Q. No. No, that's not correct.</p> <p>9 A. Okay. So where is Charleston? Okay. You're</p> <p>10 right. It's -- here is -- it says Bailey-McGah. And</p> <p>11 that did not belong to Bailey-McGah, right?</p> <p>12 Q. That's correct.</p> <p>13 A. Okay. I got that correct. That's right.</p> <p>14 Q. And I was -- if you go along --</p> <p>15 A. That's correct. I got confused.</p> <p>16 Q. If you go a couple of pages further in, you</p> <p>17 will come to the overall development of the entire</p> <p>18 partnership, correct?</p> <p>19 MR. JIMMERSON: I'm just going to object.</p> <p>20 The document speaks for itself, and --</p> <p>21 A. Yes.</p> <p>22 MR. JIMMERSON: -- as Mr. Peccole's</p> <p>23 indicated, this is all irrelevant to the instant</p> <p>24 dispute.</p> <p>25 THE WITNESS: Yes.</p>	<p>1 A. I don't know what he's asking for. Well,</p> <p>2 this is what the document says, yes. If it's --</p> <p>3 whatever this document is stating, that's what</p> <p>4 Mr. Peccole was attempting to do.</p> <p>5 Q. Now, when you look at the map of the overall</p> <p>6 master plan -- and that shows you the zoning that</p> <p>7 happens to be designated different parcels; is that</p> <p>8 correct?</p> <p>9 A. For those parcels shown in white? Yes.</p> <p>10 Q. So if you're looking at the portion that</p> <p>11 starts with the -- going north from Charleston over</p> <p>12 towards the Angel Park Golf Course --</p> <p>13 A. Correct.</p> <p>14 Q. -- those were the zonings in each of those</p> <p>15 white parcels that he was asking for, is that correct,</p> <p>16 for Phase Two?</p> <p>17 A. For Queensridge master -- or for Queensridge.</p> <p>18 These were the zonings he was asking for.</p> <p>19 Q. And actually Phase One has already been</p> <p>20 almost completed by then, 1990?</p> <p>21 A. Correct. Which was -- which they were no</p> <p>22 longer involved in.</p> <p>23 Q. So he was already moving on the north side of</p> <p>24 Charleston, and that's what this application is about?</p> <p>25 A. Because he was no longer involved in the</p>
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<p>1 Q. (By Mr. Peccole) And it does show from</p> <p>2 Charleston, going north, towards Angel Park -- it shows</p> <p>3 the development that Bill was presenting at that time</p> <p>4 for zoning; is that correct?</p> <p>5 A. I'm not -- I can't answer that.</p> <p>6 Q. Doesn't it say this is a zoning application?</p> <p>7 MR. JIMMERSON: I just object --</p> <p>8 A. I'm not sure if this is what he used.</p> <p>9 Q. (By Mr. Peccole) And Phase Two rezoning</p> <p>10 application?</p> <p>11 MR. JIMMERSON: I'm just going to object.</p> <p>12 The witness has testified that this was abandoned in</p> <p>13 favor of Queensridge years later, and he's not familiar</p> <p>14 with the document.</p> <p>15 I can't instruct the witness not to answer</p> <p>16 the question, but it's unfair to the witness. So</p> <p>17 that's my objection.</p> <p>18 THE WITNESS: Ask the question again, Bob.</p> <p>19 Q. (By Mr. Peccole) Is this an application, for</p> <p>20 Phase Two rezoning application? Directing your</p> <p>21 attention to the first page.</p> <p>22 A. That's what it -- that's what it states,</p> <p>23 correct.</p> <p>24 Q. And so in this application he's -- Bill was</p> <p>25 asking for rezoning? Is that correct?</p>	<p>1 south side.</p> <p>2 Q. Okay.</p> <p>3 A. If my mind -- if my brain here serves me</p> <p>4 correctly, he was already -- I can't recall if he was</p> <p>5 already in -- 1990, if he was already in litigation</p> <p>6 with Triple Five, but I can't recall.</p> <p>7 Q. If you look at Page 8 of this application,</p> <p>8 Exhibit A.</p> <p>9 A. Yup.</p> <p>10 Q. Beginning -- it talks about Phase Two?</p> <p>11 A. Where does it say anything about Phase Two?</p> <p>12 Q. Could you see what it says? It's saying --</p> <p>13 A. Am I looking at this?</p> <p>14 Q. No. You should be at Page 8.</p> <p>15 A. Eight. Mine are not paginated, so let me see</p> <p>16 here. Okay. There we go. Eight. I'm there.</p> <p>17 Q. It's saying Phase Two, Peccole Ranch</p> <p>18 comprises approximately 996.4-acre.</p> <p>19 A. Okay.</p> <p>20 MR. JIMMERSON: I'm just going to object to</p> <p>21 the question. The document speaks for itself.</p> <p>22 Q. (By Mr. Peccole) And that's bounded by Angel</p> <p>23 Park Golf Course on the north, Durango on the east,</p> <p>24 small sections of Sahara Avenue, Charleston Boulevard</p> <p>25 and Alta Road on the south and Hualapai on the west.</p>

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<p>1 Now, that's Phase Two. Right? And that's</p> <p>2 what this application is about?</p> <p>3 MR. JIMMERSON: Would you just mark this, by</p> <p>4 the way, so I can find it later.</p> <p>5 A. Okay.</p> <p>6 Q. (By Mr. Peccole) Was that part of -- in</p> <p>7 other words, this application is about Phase Two; and</p> <p>8 it's saying exactly what land it covers and how much</p> <p>9 land there is?</p> <p>10 MR. JIMMERSON: I'm just going to object to</p> <p>11 the question because this predates the lawsuit between</p> <p>12 Triple Five and Peccole.</p> <p>13 THE WITNESS: And it also predates me coming</p> <p>14 back to work for them.</p> <p>15 So I didn't come back till '94. I don't --</p> <p>16 this stuff is all foreign to me.</p> <p>17 Q. (By Mr. Peccole) Well, this application was</p> <p>18 submitted February 6, 1990, and it definitely was</p> <p>19 Phase Two.</p> <p>20 A. I was working for --</p> <p>21 Q. So you weren't --</p> <p>22 A. I'm not part of the family. I'm not -- I</p> <p>23 don't -- I'm not familiar with this document. I'm</p> <p>24 sorry.</p> <p>25 Q. So you were gone?</p>	<p>1 A. No.</p> <p>2 Q. Well, let's take a look at Page 10.</p> <p>3 A. Okay.</p> <p>4 Q. Do you see the designation "Open Space and</p> <p>5 Drainage"?</p> <p>6 A. Yes.</p> <p>7 Q. You knew that existed, correct, as a</p> <p>8 salesman?</p> <p>9 A. No.</p> <p>10 MR. JIMMERSON: Objection. It's two</p> <p>11 different plans.</p> <p>12 THE WITNESS: I'm going to answer his</p> <p>13 question, is no, I'm not.</p> <p>14 Q. (By Mr. Peccole) You weren't aware of it?</p> <p>15 A. Not when I was selling in -- not in 1990. I</p> <p>16 wasn't selling anything, so --</p> <p>17 Q. How about after 1990?</p> <p>18 A. There was a different plan. That wasn't the</p> <p>19 same plan.</p> <p>20 Q. Well, we'll have to talk about that.</p> <p>21 A. All right.</p> <p>22 Q. But this does say "Open Space and Drainage,"</p> <p>23 correct?</p> <p>24 MR. JIMMERSON: I'm just going to object.</p> <p>25 The document speaks for itself and has nothing to do</p>
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<p>1 A. Yeah.</p> <p>2 Q. This is -- if you do look at eight and that</p> <p>3 first paragraph, it says "Phase Two are R-PD7, R-3 and</p> <p>4 C-1, as described in the following land use</p> <p>5 descriptions. Overall density of Phase Two is 4.5</p> <p>6 DU/AC."</p> <p>7 Now, if you go back to the first map we</p> <p>8 looked at after Phase Two --</p> <p>9 A. Yup.</p> <p>10 Q. -- those zonings are all set out in those</p> <p>11 white areas that are north of West Charleston.</p> <p>12 A. Okay.</p> <p>13 Q. And so they total exactly what he was</p> <p>14 requesting, and the exact zoning he was asking for.</p> <p>15 A. For all of the properties that were a part of</p> <p>16 this site.</p> <p>17 Q. Well, for the Phase Two.</p> <p>18 A. For all the properties that were a part of</p> <p>19 Phase Two.</p> <p>20 Q. Yes.</p> <p>21 A. That were -- again, yeah, I know where you're</p> <p>22 going. Okay.</p> <p>23 Q. Now, you became a salesman in the Queensridge</p> <p>24 area, so you were selling properties subject to this</p> <p>25 document?</p>	<p>1 with Queensridge.</p> <p>2 A. Yeah. Okay. That's what it says. It says</p> <p>3 "Open Space and Drainage," yes, it does.</p> <p>4 Q. (By Mr. Peccole) And this is Queensridge.</p> <p>5 MR. JIMMERSON: Absolutely it does not say</p> <p>6 the word "Queensridge" on this document.</p> <p>7 THE WITNESS: It says Peccole Ranch.</p> <p>8 MR. PECCOLE: Okay. Let's read this, then.</p> <p>9 MR. JIMMERSON: Let's agree not to step on</p> <p>10 each other's words. Allow me to make an objection,</p> <p>11 Mr. Peccole, and then you can certainly respond.</p> <p>12 Q. (By Mr. Peccole) "A focal point of Peccole</p> <p>13 Ranch Phase Two is the 199.8-acre golf course and open</p> <p>14 space drainageway system which traverses the site along</p> <p>15 the natural wash system. All residential parcels</p> <p>16 within Phase Two, except one, have exposure to the golf</p> <p>17 course and open space areas.</p> <p>18 "The single family parcel which is not</p> <p>19 adjacent to the open space system borders Angel Park</p> <p>20 Golf Course on its northern boundary. Passive and</p> <p>21 active recreational areas will be provided, and</p> <p>22 residents will have an opportunity to utilize</p> <p>23 alternative modes of transportation throughout with the</p> <p>24 bike paths and pedestrian" -- and it shows another map</p> <p>25 that they were showing -- "walkways (see Exhibits E and</p>

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<p>1 F on pages 13 and 14). The surrounding community as 2 well as project residents may use the open space system 3 to travel to neighboring areas including Angel Park." 4 In other words, it was offered to the city at 5 that time by Bill Peccole that there was going to be 6 all this open space -- 7 MR. JIMMERSON: Objection. 8 Q. (By Mr. Peccole) -- and I would assume that 9 a salesperson would be aware of that. 10 MR. JIMMERSON: I'm just going to object on 11 the grounds -- there are several objections. Number 12 one is the witness is not familiar with this document, 13 and was not an employee of the Peccole family when this 14 document was being prepared, number one. 15 Number two, this document reflects a plan 16 that was later abandoned by the family in favor of a 17 new plan and a different area called Queensridge. And 18 number three, the document speaks for itself. 19 THE WITNESS: And I'd like to comment that 20 that's -- that's kind of how I see it. This document 21 is superseded by another document, another plan, 22 so . . . 23 Q. (By Mr. Peccole) Well, let me just put it 24 this way: This was the initial adopted plan. And just 25 to, you know, make a point, take a look at Exhibit 28</p>	<p>1 and R-PD18, R-MHP, P-R, C-1, C-2 to R-PD3 (residential 2 planned development), R-PD7 (residential planned 3 development) and C1, (limited commercial). Okay. 4 Q. Okay. 5 A. But I'm not aware if there's something that 6 came after this. 7 MR. JIMMERSON: Also object there's no 8 question pending. 9 Q. (By Mr. Peccole) When you were involved in 10 the actual -- the south side -- 11 A. Yes. 12 Q. -- Phase One, there was -- this full map was 13 in effect of the overall master plan. How did they 14 carry that? Were those carried as resolutions of 15 intent? 16 MR. JIMMERSON: Object to the form of the 17 question. 18 A. Don't know. Don't have that answer to that. 19 Bob, I wasn't -- I was not around, again, 20 from 1989 till 1994. 21 Q. (By Mr. Peccole) I'm talking about 1986 to 22 1990. 23 A. Okay. We -- and all we did was focus on -- 24 we had a lot of things that -- we did an overall 25 conceptual plan for the property. Okay?</p>
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<p>1 that Mr. Jimmerson just offered. 2 A. Which -- 3 Q. He's got 28 over there somewhere. 4 A. Okay. Again, I'm not around, so I don't -- 5 I'm not familiar with this. 6 Q. Okay. But this is a response to this 7 application that you say was somehow changed later, 8 which we'll have to see about that. 9 A. Well, I don't know, yeah. I know that the 10 name changed. 11 Q. Yeah. Now we're looking at what the city 12 finally said. Take a look at that letter. 13 MR. JIMMERSON: I'm just going to object. 14 When I asked the question, "Have you ever seen this 15 document before?" Mr. Goorjian answered no. That ended 16 my examination of the document. 17 It's unfair to ask the witness something he 18 does not know or recognize. 19 Q. (By Mr. Peccole) That first paragraph, can 20 you read that. 21 A. "The City Council at a regular meeting held 22 April 4th, 1990 approved the request for 23 reclassification of property located on the east side 24 of Angel Park and Sahara Avenue for N-U." 25 Resolution of intent, R-1, R-2, R-3, R-PD7</p>	<p>1 Q. I agreed with you. 2 A. All right. Which, you know, we had several. 3 We had Venetian Foothills, we had Peccole Ranch and 4 then we had Queensridge. Okay? So there's three 5 different -- there's been three different plans for 6 that property. 7 Q. And the overall map is the one that's in -- 8 you've just been looking at. 9 A. I don't -- 10 MR. JIMMERSON: Objection. 11 A. I don't know. 12 Q. (By Mr. Peccole) That's Phase One and Two. 13 MR. JIMMERSON: Objection. That misstates 14 his testimony. 15 Q. (By Mr. Peccole) Well, it says that. 16 A. Okay. Well, there's a lot of things that are 17 said. 18 Q. Okay. But I thought that you didn't know 19 much about it. 20 A. I did not. I just told you. 21 Q. Okay. So -- 22 A. 1990 -- from 1989 till 1994, I didn't know 23 much about it. That happened in 1990. So I was 24 involved in planning, but I was not involved in any 25 submittals or anything.</p>

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<p>1 Q. This map is the overall map that was 2 presented in 1986. 3 A. To who? 4 Q. To you. 5 A. Presented to who, though? 6 Q. It was the design. It was -- 7 A. Concept, yes. I've seen that concept. 8 Q. Okay. That's what I'm trying to say. 9 A. Of course, I've seen this concept, yes. 10 Q. Okay. Now, the only question I've got -- 11 A. I don't know -- 12 Q. -- is you had started on the Phase One, which 13 was south of Charleston. 14 A. I did not. 15 Q. Well, you were there. 16 A. No. 17 Q. During later on? What time did you -- 18 A. I left -- we did Canyon Gate. We started 19 that in 1986. 20 Q. Okay. 21 A. Okay? I left in '89. 22 Q. This parcel map was available at that time. 23 MR. JIMMERSON: I'm going to object. The 24 witness is testifying to something that isn't borne out 25 by the document.</p>	<p>1 the -- when you looked at this map, this conceptual 2 drawing, and it's got the zonings, and you -- 3 I'm asking you, when we talk about the north 4 side of West Charleston, since it wasn't there yet, 5 were those carried as ROIs, resolution of intent? 6 A. Don't know. Don't even -- don't know. 7 Q. You wouldn't know. Okay. 8 Because the only reason, taking you back to 9 28, which is Mr. Jimmerson's exhibit, at the time those 10 zonings were granted, if you look at Page 2, No. 8 and 11 No. 7, especially 7, "The existing Resolution of Intent 12 on this property is expunged upon approval of this 13 application." 14 So it would have eliminated everything else 15 but what was granted, correct? 16 A. I don't know. 17 MR. JIMMERSON: I'm just going to object, out 18 of fairness to this witness, who has answered that he 19 does not know the document, does not recognize the 20 document, wasn't employed by the family at the time. 21 A. But I will say, just looking at the document, 22 and looking -- it didn't get built this way. 23 Q. (By Mr. Peccole) Well, all I can say is they 24 expunged everything else in the ROIs, and that -- 25 that's the city council.</p>
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<p>1 I'm sorry. Not the witness. The questioner, 2 the lawyer, is testifying about something that's not 3 borne out by the document. 4 Q. (By Mr. Peccole) This is the overall 5 master -- 6 A. This overall master plan was -- was -- this 7 is 1990. I'm gone. 8 Q. This is -- this overall -- 9 A. This concept was drawn. 10 Q. That's the concept. 11 A. Okay. This -- I've -- then let's -- show me 12 the A. Wayne Smith conceptual. That's what -- 13 Q. This was part of the entire -- 14 A. Okay. 15 Q. -- operation, Phase One and Phase Two. 16 A. That's what you say. 17 Q. Well, it says it right on it. 18 A. No. It says it's an application. 19 Q. All I'm asking -- 20 MR. JIMMERSON: Just note my objection that 21 the lawyer is testifying. He's not asking the witness 22 questions. He's badgering the witness. 23 Please. 24 Q. (By Mr. Peccole) Anyway, the only question I 25 was trying to ask you is if you had any idea were</p>	<p>1 I ask you to take a look at Page 18 of this 2 application. Are you there? 3 A. Yeah. 4 Q. Do you see Golf Course Drainage, 211.6 acres? 5 A. I do. 6 Q. Do you see any net density there? 7 A. I do not. 8 Q. That's the golf course and the drainage 9 system. 10 MR. JIMMERSON: I'm going to object. The 11 witness -- 12 Q. (By Mr. Peccole) Do you see any net units 13 there? 14 MR. JIMMERSON: Excuse me. When I make an 15 objection, can everyone agree to allow me to make an 16 objection and then you can continue, and don't just 17 keep talking. 18 My objection is the document speaks for 19 itself, number one. Number two, the document shows 20 hyphens; it doesn't show a number. 21 Number three, the -- there's no -- the 22 examiner, Mr. Peccole, is testifying. He's not asking 23 questions. 24 MR. PECCOLE: I'm asking him to read the 25 document.</p>

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<p>1 Q. (By Mr. Peccole) Does it say Golf Course 2 Drainage? Then it drops over to net density, zero? 3 A. No, it does not say zero. Again, it says a 4 dash. 5 Q. Well, it's zero. 6 A. It's a dash. 7 Q. And the other applications have numbers in 8 them. 9 MR. JIMMERSON: I'm just going to object to 10 the question. The witness is being asked -- he's not 11 being asked a question. The questioner, the lawyer, 12 Mr. Peccole, is testifying that dash equals zero or it 13 says zero; and it doesn't say that. It says dash. 14 MR. PECCOLE: Okay. 15 Q. (By Mr. Peccole) And then if you take a look 16 at net units for Golf Course Drainage, that also is a 17 dash. Right? 18 A. Yes. 19 Q. All right. If you add up the net units, they 20 add up to 4,247, and that covers single family and 21 multifamily. So aren't those dashes zero? 22 MR. JIMMERSON: Object that the document 23 speaks for itself. It's a document that the witness 24 had not seen, and was not employed by the family at the 25 time. Completely unfair to this witness.</p>	<p>1 A. Yes. 2 Q. Yes. 3 A. Yup. 4 Q. So you would be subject to both the requested 5 approvals and the actual approvals if you're the 6 salesperson? 7 A. I'm not subject to -- 8 MR. JIMMERSON: I'm just going to object. 9 We're talking a decade later, guys. 10 THE WITNESS: Okay. But wait a second. I'm 11 not subject to them. 12 Q. (By Mr. Peccole) Why not? Explain that to 13 me. 14 A. The owner of the property is subject to them. 15 Q. Oh. 16 A. Okay? And I'm the representative, and I just 17 represent what I'm -- what I'm given and what I know. 18 Okay? 19 Q. And whatever -- and whatever you want. 20 A. No, not whatever I want. That would be -- 21 MR. JIMMERSON: I just object to the nature 22 of the question as being terribly argumentative and 23 offensive to the witness. 24 MR. PECCOLE: Are you the attorney for him? 25 I'm sorry. Were you instructing him?</p>
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<p>1 Q. (By Mr. Peccole) The same thing -- 2 A. But I can add, and it adds to that. This 3 document adds to four -- those two numbers equal 4,247. 4 Q. And your -- 5 A. I can do the math. 6 Q. And you do realize that the dashes are zeros? 7 A. They're uncounted. 8 Q. Oh, okay. I'll just -- how do you count a 9 dash? 10 A. Huh? Because it's a dash. It's not a 11 number. 12 Q. Okay. 13 A. They didn't know the number. 14 Q. Now, we do know that Bill got what he asked 15 for in this letter that has been marked as 16 Mr. Jimmerson's 28. And you, as a salesman -- I don't 17 remember if you came over and sold in Queensridge, but 18 I know you did, because you sold to me. 19 A. Pardon me? 20 Q. You were selling homes in Phase Two, correct? 21 A. 1998. '6. 22 Q. You were selling homes in Queensridge South, 23 correct -- or North? Excuse me. 24 A. Lots. Estate lots. 25 Q. Lots?</p>	<p>1 MR. JIMMERSON: No. No. I made an objection 2 as to the offensive nature of the question, but I'm not 3 his lawyer. Of course not. 4 MR. PECCOLE: Okay. 5 MR. JIMMERSON: That's very clear on the 6 record, Mr. Peccole. 7 MR. PECCOLE: All right. 8 MR. JIMMERSON: Why would you ask that 9 question? 10 Q. (By Mr. Peccole) Would you take a look at 11 Exhibit 2. I direct your attention to Page 1. 12 A. Okay. 13 Q. Mr. Jimmerson focused your attention on what 14 he called annexed property. Correct? 15 A. Correct. 16 Q. And your interpretation of annexed property 17 was what? 18 A. Annexed properties were properties that were 19 part of the plan. 20 Q. Okay. And if you -- 21 A. Queensridge. 22 Q. Oh, I'm sorry. 23 A. Were part of the Queensridge plan. Whether 24 they were builder parcels or they were custom lots. 25 Q. Now, if you'd look at Paragraph A under</p>

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<p>1 Recitals, it says the "Declarant is the owner of 2 certain real property in the City of Las Vegas, County 3 of Clark, State of Nevada, more particularly described 4 in Exhibit 'A' attached hereto and incorporated herein. 5 Declarant and Persons affiliated with Declarant are the 6 owners of additional land more particularly described 7 in Exhibit 'B' attached hereto," in parentheses, 8 "Annexable Property." 9 Does that make sense? 10 A. Yes. 11 Q. Talking about the land, aren't they? 12 A. Yes. 13 Q. Now, let's take a look at B, about midway 14 down, where it says "Chapter 116." 15 A. Uh-huh. 16 Q. Do you see "The Property may, but is not 17 required to, include single-family residential 18 subdivisions, attached multi-family dwellings," 19 et cetera, et cetera, and then it says "golf course," 20 "open spaces"? 21 The point I'm making here is you have another 22 type of property. It's called a use, and use of the 23 land. 24 MR. JIMMERSON: I'm going to object. That 25 completely misstates the words of Paragraph B.</p>	<p>1 MR. JIMMERSON: I'm going to object. That 2 completely misstates the words of Paragraph B. 3 Q. (By Mr. Peccole) How are you going to have a 4 use if it's not completed? 5 MR. JIMMERSON: The property has to be 6 annexed, Mr. Peccole, by the very terms of the 7 recitals. 8 Q. (By Mr. Peccole) I'm asking you that as a 9 question. 10 A. I can't answer that. Is there -- is there a 11 question? 12 Q. Now, you were a salesman in Queensridge, 13 right? And these CC&Rs apply to Queensridge? 14 A. Correct. 15 Q. And you hand them out to everybody, and me 16 and my wife. 17 A. Absolutely. 18 Q. Have you ever read them? 19 A. Yes. 20 Q. Well -- and you don't know what -- the 21 property may be a use and it doesn't have to be land? 22 MR. JIMMERSON: I'm going to object to the 23 argumentative nature of the question. 24 A. It is land. It's all land. I don't get 25 where you're going, Bob.</p>
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<p>1 Q. (By Mr. Peccole) Is that correct? 2 A. I don't know where -- I don't -- 3 Q. You can't see that, can you? And you were 4 selling land under -- handing these documents to 5 people. This is the CC&Rs. 6 A. When you say "use of the land" -- 7 MR. JIMMERSON: I'm just going to object to 8 the question. 9 A. -- I don't -- ask your -- 10 MR. JIMMERSON: There's no question being 11 asked. 12 A. Ask your question again. You didn't ask me a 13 question. 14 Q. (By Mr. Peccole) I did. 15 A. Okay. Ask it, please. 16 Q. Okay. Do you see the term "The Property," 17 with a capital P, right after -- 18 A. Yes. Okay. Yes. 19 Q. -- "may" -- 20 A. Okay. 21 Q. -- "but is not required to include," and then 22 it comes down to "golf course," "open spaces." 23 A. So is it saying that it may or may not 24 include those? 25 Q. Yes. And if they're built, it includes them.</p>	<p>1 Q. (By Mr. Peccole) It says it's a use. The 2 property may be. 3 A. May be. It could have various uses. 4 Q. That's what I'm saying. It's a golf course 5 that's got drainage as a use. 6 A. Yes. 7 Q. It's got a golf course as a use. 8 A. Yes. 9 Q. And it's got open space as a use. 10 A. And it has underlying zoning of R-PD7. 11 Q. We don't know that because the application 12 said it was zero -- oh, excuse me. Dash. 13 A. No, but my disclosures that I had you sign 14 and the maps that I showed you -- 15 Q. Yes. 16 A. -- stated that it could be. Okay? And in 17 these CC&Rs, it states what it could be some day. 18 Okay? I believe -- if I read them correctly. 19 Q. Wouldn't you be saying to me, "Well, Bob, 20 I've read the CC&Rs and property could be a use," which 21 would be the golf course, which would be drainage, and 22 which would be open space? 23 MR. JIMMERSON: I object to the form of the 24 question. 25 A. When did I say that to you? Now?</p>

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<p>1 MR. JIMMERSON: Excuse me. Mr. Goorjian --</p> <p>2 Q. (By Mr. Peccole) When you're selling it to</p> <p>3 me.</p> <p>4 MR. JIMMERSON: -- let me just make my</p> <p>5 objection. Then, please, you can answer.</p> <p>6 Object because it misstates the testimony.</p> <p>7 The property is not the property until it is formally</p> <p>8 annexed and recorded, pursuant to specific terms of the</p> <p>9 provision of the contract.</p> <p>10 It says specifically, quote, Paragraph A, in</p> <p>11 no event shall the property include annexable property</p> <p>12 unless it has been properly recorded.</p> <p>13 So the questions that are being asked by</p> <p>14 opposing counsel are completely misrepresenting the</p> <p>15 words.</p> <p>16 A. Now I'll answer your question, Bob.</p> <p>17 Yes, we discussed this. Yes, I discussed</p> <p>18 this with you. We discussed this document, and you</p> <p>19 wanted to go talk to the family about the property</p> <p>20 because you didn't like what you read.</p> <p>21 Q. (By Mr. Peccole) You used the term "open</p> <p>22 space," and you said a little while ago you didn't.</p> <p>23 A. No, I stated that I have used "open space."</p> <p>24 I don't know if I used it in reference with you. I</p> <p>25 used it all the time. It's right there.</p>	<p>1 A. No, but then again -- but I gave you these</p> <p>2 documents to read or have an attorney present to read</p> <p>3 them. I would not have gone over every single article</p> <p>4 of the CC&Rs unless you had requested me to.</p> <p>5 MR. JIMMERSON: I may also --</p> <p>6 Q. (By Mr. Peccole) Appreciate it. It says,</p> <p>7 "There shall be no violation of the drainage</p> <p>8 requirements of the City, County, U.S. Army Corps of</p> <p>9 Engineers, or State of Nevada Division of Environmental</p> <p>10 Protection, notwithstanding any such approval of</p> <p>11 Declarant or the Design Review Committee."</p> <p>12 MR. JIMMERSON: Again I object to the</p> <p>13 question. There's no question pending, number one; and</p> <p>14 number two --</p> <p>15 Q. (By Mr. Peccole) Was the drainage --</p> <p>16 MR. JIMMERSON: Mr. Peccole, when I make an</p> <p>17 objection, would you be courteous enough to be quiet --</p> <p>18 MR. PECCOLE: Would you let me finish with my</p> <p>19 question, Mr. Jimmerson?</p> <p>20 MR. JIMMERSON: You had finished, sir.</p> <p>21 MR. PECCOLE: I haven't finished it.</p> <p>22 MR. JIMMERSON: Continue --</p> <p>23 MR. PECCOLE: I read that and I was going to</p> <p>24 ask my question.</p> <p>25 MR. JIMMERSON: All right, sir. Why don't</p>
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<p>1 Q. Let's look at Page 38 of Exhibit 2, which is</p> <p>2 Mr. Jimmerson's exhibit.</p> <p>3 A. Okay.</p> <p>4 Q. Do you see Paragraph 5.2.4?</p> <p>5 A. Yes.</p> <p>6 Q. "Drainage: Storm Drainage System"?</p> <p>7 A. Yes.</p> <p>8 Q. So the drainage -- the storm drainage system</p> <p>9 was included in the CC&Rs; is that correct?</p> <p>10 A. It's stated here, yes.</p> <p>11 Q. And you as a salesman, you were fully</p> <p>12 familiar with the CC&Rs?</p> <p>13 A. Yes.</p> <p>14 Q. Did you ever tell me the drainage couldn't go</p> <p>15 away?</p> <p>16 MR. JIMMERSON: I would object to the form of</p> <p>17 the question.</p> <p>18 A. Excuse me. Did I ever tell you if the</p> <p>19 drainage could go away?</p> <p>20 That's assuming that the golf course is all</p> <p>21 drainage.</p> <p>22 Q. (By Mr. Peccole) Okay. Let's assume that.</p> <p>23 How about an 84 --</p> <p>24 A. No, I never told you that it could go away.</p> <p>25 Q. No, you didn't.</p>	<p>1 you restate it so you have a better record, sir.</p> <p>2 MR. PECCOLE: Is it okay if I continue,</p> <p>3 Mr. Jimmerson?</p> <p>4 MR. JIMMERSON: I said why don't you restate</p> <p>5 the question so we have a better record. Yes, sir.</p> <p>6 And then after you've finished, I'd like to interpose</p> <p>7 an objection.</p> <p>8 Q. (By Mr. Peccole) To your knowledge, was the</p> <p>9 golf course drainage, flood drainage system, engineered</p> <p>10 and adopted by these agencies?</p> <p>11 MR. JIMMERSON: Let me object. Note my</p> <p>12 objection.</p> <p>13 5.2.4 of Exhibit 2 is called "Drainage:</p> <p>14 Storm Drain System," and speaks to what drainage there</p> <p>15 may be on the, quote, capital P, Property, a defined</p> <p>16 term.</p> <p>17 This provision has no application to the golf</p> <p>18 course, which is not a part of the property, capital P,</p> <p>19 nor was the golf course annexed, as determined by Judge</p> <p>20 Smith and affirmed by the Nevada Supreme Court on</p> <p>21 multiple occasions --</p> <p>22 MR. PECCOLE: Judge Smith isn't in this</p> <p>23 litigation.</p> <p>24 MR. JIMMERSON: -- and the question,</p> <p>25 therefore, is improper.</p>

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<p>1 The provisions of 5.2.4 have to do only with</p> <p>2 the, capital P, property, not with property that is not</p> <p>3 defined within this agreement. That's my objection.</p> <p>4 Therefore, it is an intentional misstatement</p> <p>5 by the questioner, and it's unfair to this witness in</p> <p>6 light of that fact.</p> <p>7 You may answer the question, Mr. Goorjian,</p> <p>8 after I've made my objection.</p> <p>9 Q. (By Mr. Peccole) Was the -- in your</p> <p>10 knowledge, was the golf course, both the 18-hole and</p> <p>11 the 9-hole courses -- were they part of the flood</p> <p>12 drainage system?</p> <p>13 A. Portions of, not all of. And if I -- this</p> <p>14 is -- I'm just recalling to the best of my</p> <p>15 recollection.</p> <p>16 That most of the -- you know, portions of the</p> <p>17 golf course was in Barranca area, which was natural</p> <p>18 drainage, okay. So there is some of it that was and</p> <p>19 then there was some that was not. So it's not all.</p> <p>20 And there's other forms of drainage other</p> <p>21 than just that piece of property as well. So</p> <p>22 drainage -- drainage and storms and these things cover</p> <p>23 the whole property, and there's -- there's portions</p> <p>24 that, yes; and there's portions, no.</p> <p>25 MR. JIMMERSON: Let me also note my objection</p>	<p>1 engage in insults, you would have difficulty speaking</p> <p>2 the English language.</p> <p>3 Q. (By Mr. Peccole) I'll ask you this question.</p> <p>4 A. Okay.</p> <p>5 Q. If I tell you there is an 80-foot-wide</p> <p>6 easement that goes all the way through the 18 holes,</p> <p>7 what would your answer be under this paragraph, 5.2.4?</p> <p>8 A. An 80-foot easement that goes through the</p> <p>9 whole property?</p> <p>10 Q. Through the whole 18 holes.</p> <p>11 A. I don't know what it is. I may have at one</p> <p>12 time, but I don't recall it now. I know that -- I do</p> <p>13 know that we -- I do recall helping water get to</p> <p>14 Summerlin somehow, but I don't know if that's the</p> <p>15 80-foot easement. It wouldn't be that wide, so . . .</p> <p>16 Q. How about -- how about the nine holes being</p> <p>17 entirely dedicated flood drainage easement?</p> <p>18 A. Are we talking about the last nine holes?</p> <p>19 Q. Yes.</p> <p>20 A. Absolutely not.</p> <p>21 Q. You're saying it's not -- I'm just saying to</p> <p>22 you --</p> <p>23 A. I'm saying it's not all drainage, no.</p> <p>24 There's a good portion of that property that's not</p> <p>25 drainage.</p>
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<p>1 that the last sentence of Paragraph B of Page 1 and 2</p> <p>2 of the recital states, quote, The existing 18-hole golf</p> <p>3 course, commonly known as the Badlands Golf Course, is</p> <p>4 not a part of the, capital P, property or a part of,</p> <p>5 quote, annexable property, end of quote.</p> <p>6 THE WITNESS: And then became 27 holes.</p> <p>7 Q. See, he's trying to, you know, give you a</p> <p>8 hint here.</p> <p>9 (Mr. Lowie joined the deposition.)</p> <p>10 MR. JIMMERSON: Object.</p> <p>11 Q. (By Mr. Peccole) But it doesn't work that</p> <p>12 way.</p> <p>13 A. No, that's fine. Go ahead.</p> <p>14 MR. JIMMERSON: Let me just object -- let me</p> <p>15 just --</p> <p>16 Q. (By Mr. Peccole) The language --</p> <p>17 MR. JIMMERSON: -- object to the improper</p> <p>18 assertion by Mr. Peccole about, quote, giving a hint,</p> <p>19 end of quote.</p> <p>20 I'm suggesting that Mr. Peccole is either</p> <p>21 negligently or intentionally misrepresenting the words</p> <p>22 of this document, Exhibit 2, as part of his questions.</p> <p>23 MR. PECCOLE: I do not misrepresent like some</p> <p>24 people, like you do.</p> <p>25 MR. JIMMERSON: Mr. Peccole, if you couldn't</p>	<p>1 Q. I'm just saying, too, you never said anything</p> <p>2 about drainage that -- to prospective buyers of the</p> <p>3 lots?</p> <p>4 MR. JIMMERSON: I'm going to object to the</p> <p>5 question --</p> <p>6 A. No.</p> <p>7 MR. JIMMERSON: -- as it misstates -- there's</p> <p>8 no question pending, and it misstates the facts.</p> <p>9 A. I don't know why I would talk about drainage,</p> <p>10 no. I mean, it's in the document that's supposed to be</p> <p>11 reviewed and read by the buyer.</p> <p>12 I don't go over -- I go over the purchase of</p> <p>13 contracts, but you don't go over the CC&Rs, each</p> <p>14 sentence, with a buyer. They take these documents and</p> <p>15 have -- I believe it's five days or so to review them,</p> <p>16 to take them to their attorneys and review them.</p> <p>17 Q. (By Mr. Peccole) Will you take a look at</p> <p>18 Page 103.</p> <p>19 A. Okay.</p> <p>20 Q. Down in the very bottom, Paragraph 13.2.4.</p> <p>21 A. Okay.</p> <p>22 Q. "Form of Amendments."</p> <p>23 A. Uh-huh.</p> <p>24 Q. It reads, "All amendments to this Master</p> <p>25 Declaration or any Declaration of Annexation or</p>

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<p>1 Supplemental Declaration must be" -- and then you carry</p> <p>2 over to the next page -- "in writing, and executed,</p> <p>3 Recorded and" -- "and certified on behalf of the</p> <p>4 Association by the President and the Secretary of the</p> <p>5 Association."</p> <p>6 Now, having that in mind, would you take a</p> <p>7 look at Mr. Jimmerson's Exhibit 3.</p> <p>8 MR. JIMMERSON: I just object to the</p> <p>9 characterization of Mr. Jimmerson's Exhibit 3. It's</p> <p>10 Exhibit 3 to Mr. Goorjian's deposition. It is a</p> <p>11 recorded document with the Clark County Recorder's</p> <p>12 office.</p> <p>13 MR. PECCOLE: I'll refer to them as that.</p> <p>14 Q. (By Mr. Peccole) But have you got it?</p> <p>15 A. Yeah.</p> <p>16 Q. Okay.</p> <p>17 A. What page?</p> <p>18 Q. Can you look at the signature page at the</p> <p>19 end?</p> <p>20 A. What page? Oh, at the very end?</p> <p>21 Q. Yes.</p> <p>22 A. Okay.</p> <p>23 Q. Do you see Larry Miller's signature?</p> <p>24 A. Yes, I do.</p> <p>25 Q. Do you see any signature of a homeowners</p>	<p>1 the -- where we bought our lot?</p> <p>2 A. I remember meeting with you guys. I don't</p> <p>3 remember exactly where we met. My recollection always</p> <p>4 with you guys was in the trailer, but we may -- very</p> <p>5 may well have been on the property. I don't recall.</p> <p>6 Q. Is it -- so you can't say that -- what Nancy</p> <p>7 testified to, that you met with us on the property?</p> <p>8 A. I cannot with certainty --</p> <p>9 Q. You can't say that?</p> <p>10 A. Not with certainty, I cannot.</p> <p>11 Q. You just don't remember?</p> <p>12 A. I don't remember that. I do remember in the</p> <p>13 trailer and I do remember questions you've asked me, so</p> <p>14 I'm surprised that I don't remember being on the</p> <p>15 property. So that must mean that I wasn't, but --</p> <p>16 Q. I'm not surprised you remember what you want.</p> <p>17 A. Right.</p> <p>18 MR. JIMMERSON: Gentlemen, please.</p> <p>19 Mr. Peccole, you should -- please, keep the</p> <p>20 decorum of counsel, and not engage in these kinds of</p> <p>21 personal attacks.</p> <p>22 MR. PECCOLE: Are you finished?</p> <p>23 MR. JIMMERSON: I am, sir.</p> <p>24 Q. (By Mr. Peccole) Do you recall a discussion</p> <p>25 that we had that involved Larry Miller?</p>
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<p>1 association president or a homeowner association</p> <p>2 secretary?</p> <p>3 A. I do not see it here, no.</p> <p>4 Q. So it doesn't meet the requirements of the</p> <p>5 amendment, does it?</p> <p>6 MR. JIMMERSON: I'm going to object.</p> <p>7 A. I don't know. That's not my -- I don't -- I</p> <p>8 don't determine what meets the requirements of an</p> <p>9 amendment, and I don't know if there's another document</p> <p>10 that might have taken care of that.</p> <p>11 MR. JIMMERSON: Let me also note that these</p> <p>12 arguments Mr. Peccole has asked you about --</p> <p>13 Q. (By Mr. Peccole) In other words, you have no</p> <p>14 knowledge?</p> <p>15 MR. JIMMERSON: -- Mr. Goorjian, was made by</p> <p>16 Mr. Peccole and rejected by the trial court and the</p> <p>17 Nevada Supreme Court.</p> <p>18 So just note my continuing objection.</p> <p>19 THE WITNESS: I can see why.</p> <p>20 Q. (By Mr. Peccole) Let's take you back to when</p> <p>21 my wife and I were in the market for buying a lot in</p> <p>22 Queensridge. Do you remember how it came about that</p> <p>23 you met with Nancy and I?</p> <p>24 A. No.</p> <p>25 Q. Do you recall meeting with us in that area of</p>	<p>1 A. Not with me present, no.</p> <p>2 Q. Do you recall me telling you what Larry had</p> <p>3 told me?</p> <p>4 A. I do not. I just recall that you wanted to</p> <p>5 go meet with the family and then you came back and</p> <p>6 bought the lot. That's all that I recall.</p> <p>7 Q. Would it refresh your memory if I were to say</p> <p>8 that I told you that Larry Miller had met with my son</p> <p>9 Rob and I on your ex-wife's lot, one of the huge ones,</p> <p>10 Leann's lot; and Larry said, "You should be interested</p> <p>11 in buying this"? Do you remember me telling you that?</p> <p>12 A. No. No. Absolutely not.</p> <p>13 Q. And do you remember me telling you that Larry</p> <p>14 said, "Well, if you don't want this, take a look at the</p> <p>15 Verlaine, because he says that's just coming up"?</p> <p>16 A. No. All I recall is you being interested in</p> <p>17 Verlaine. I don't recall anything else.</p> <p>18 Q. Do you recall that Larry brought us to you?</p> <p>19 When I say "us," my wife and I.</p> <p>20 A. You mean physically?</p> <p>21 Q. He brought us physically.</p> <p>22 A. No, I don't recall that. It wouldn't have</p> <p>23 mattered, because we were family. So I don't know why</p> <p>24 Larry would have delivered you.</p> <p>25 But yes, if he would have brought me -- I</p>

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<p>1 don't recall that he brought you in. I recall me and 2 you only and some Nancy. I don't recall Larry ever 3 being involved other than the fact that you didn't like 4 what I had to say, so you -- you wanted to go get it -- 5 get it from Larry. You wanted something from Larry 6 that I could not give you. 7 Q. If you'll recall, did you and I, with Nancy 8 standing there, have the conversation, "Is there any 9 chance of getting a break on the price?" 10 A. Absolutely. 11 Q. And then did you -- 12 A. I don't know if Nancy was there, but I do 13 recall you and I having that. 14 Q. And you did say you've got to talk to Larry? 15 A. Yes, I do. 16 Q. And then after that, we called Larry on the 17 phone, you and I and Nancy? 18 A. Don't recall that. 19 Q. And Larry says, "I'll give you a break." 20 A. I know that we wanted to give you -- we 21 wanted to make you happy. I do know that. I know that 22 we wanted to sell you the home at a price that was 23 happy for everybody. I do recall that, and I do recall 24 that you wanted to negotiate it, and I know that I 25 can't negotiate it.</p>	<p>1 Q. Isn't it -- 2 A. I do recall that we would have liked to have 3 had you play some golf, if you chose to play; and if we 4 could help you get on there for free, we would have 5 loved to have done so. 6 I can't make those guarantees, so . . . 7 I didn't lease the golf course; I didn't 8 operate the club. 9 Q. Okay. So do you -- do you recall using the 10 words that "This open space will be here forever"? 11 A. Never. 12 Q. Did you ever use the words "open space" to 13 Nancy and I? 14 A. I may have used that term. I've used "open 15 space." I may have used it. Okay? But I remember you 16 wanting assurances -- after you had seen the documents, 17 you came back. You wanted assurances that it could 18 remain a golf course forever, and I could not give you 19 that. And you said you would go talk to the family, 20 and that's -- and then you came back and bought the 21 lot. So I don't know what happened. 22 Q. So you don't know what happened? 23 A. Right. 24 Q. You know, when Mr. Jimmerson was talking to 25 you about the Boca Park, and you started to say it was</p>
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<p>1 Q. Yes. 2 A. But I don't recall it taking place on the 3 phone, no. And I don't recall me picking up the phone 4 and calling. 5 Q. And do you recall Larry being there with all 6 of us -- 7 A. No, I do not. 8 Q. -- you, me and Nancy, and trying to talk me 9 into taking the end piece of land because they were 10 just now vacating the perimeter of that lot, which 11 would give it an extra 10, 15 feet? 12 A. I don't -- no. 13 Q. You don't remember any of that? 14 A. That wasn't -- no, I don't. That was -- to 15 me that sounds like you had a conversation with Larry 16 that I was not involved in. That's what that sounds 17 like. 18 Q. Do you recall saying to me, "Bob, you know, 19 we've got a lifetime membership here and you can play 20 this course any time. Just call me"? 21 A. Might have been something said like that, 22 that the family had privileges to use senior tour 23 players golf course whenever we wanted, and that if you 24 would like to golf, we could probably get you on the 25 course to play. Yes.</p>	<p>1 part of a settlement with Triple Five -- 2 A. I was incorrect. 3 MR. JIMMERSON: He corrected himself, 4 Counsel. 5 Q. (By Mr. Peccole) -- and you said you were 6 incorrect? 7 MR. JIMMERSON: Counsel, he corrected 8 himself. 9 MR. PECCOLE: Right. 10 Q. (By Mr. Peccole) And then you made the 11 comment about Triple Five backing into it. 12 A. Yes. 13 Q. Tell me that -- tell me about that. 14 A. Well, there were plans for the Peccoles to 15 develop that property. We had a partner that we were 16 working with, Donahue Schriber, to do a -- we wanted to 17 do a regional mall. We wanted to do a shop -- a mall 18 there. 19 We were for years trying to get three 20 tenants, secure three tenants to do the deal. And then 21 I cannot -- because I left and was not there for all of 22 it, but I know that there was somehow -- there was -- I 23 believe we had agreed, because we couldn't get the 24 tenants, if I recall correctly -- that we agreed to 25 sell the property maybe to Donahue Schriber and --</p>

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<p>1 And I just can't recall how it happened, but</p> <p>2 somehow Donahue Schriber brought -- somehow Triple Five</p> <p>3 came in there after Donahue Schriber and they ended up</p> <p>4 with the property.</p> <p>5 Q. It was a subterfuge, wasn't it?</p> <p>6 A. Yes. I can't remember how it all happened,</p> <p>7 but I do remember we weren't too happy that they ended</p> <p>8 up with the property.</p> <p>9 Q. Well, the intent was that you were going</p> <p>10 around Wanda so she wouldn't find out that you were</p> <p>11 selling to Triple Five.</p> <p>12 A. No.</p> <p>13 MR. JIMMERSON: I'm going to object to that</p> <p>14 question.</p> <p>15 A. Absolutely not.</p> <p>16 Q. (By Mr. Peccole) Have you ever heard Larry</p> <p>17 say that?</p> <p>18 A. No. No. I remember it as a bank note that</p> <p>19 was going bad, and Triple Five came in and saved the</p> <p>20 day for the other party or something. I can't recall</p> <p>21 how it did, but I know that the Peccole family, Larry</p> <p>22 included, would not have sold that property to</p> <p>23 Triple Five.</p> <p>24 Q. Do you, or have you ever heard that in the</p> <p>25 public meetings before the city council, there have</p>	<p>1 Larry Miller were in a lawsuit, and Bruce was claiming</p> <p>2 the rights to the golf course because he obtained them</p> <p>3 from the senior citizen tour company?</p> <p>4 A. On his own? No, I'm not aware of any of</p> <p>5 that.</p> <p>6 Q. Oh, okay. Just wondering.</p> <p>7 A. Bob, did you just -- I'm just curious. Did</p> <p>8 you say Bruce sued the Peccoles? Bruce Bayne? Is that</p> <p>9 what you just said?</p> <p>10 Q. What I said to you was that Bruce sued Larry.</p> <p>11 A. I never -- no, not aware of that.</p> <p>12 Q. Would you take a look at Plaintiffs' 14.</p> <p>13 A. I don't think I've got that one.</p> <p>14 MR. JIMMERSON: I can help you. That's the</p> <p>15 public offering. Public offering statement.</p> <p>16 THE WITNESS: Okay. Yeah. Here it is.</p> <p>17 Q. (By Mr. Peccole) Got it?</p> <p>18 A. Not yet. Hold on. I've got it.</p> <p>19 Q. Page 5.</p> <p>20 A. Okay.</p> <p>21 Q. Now, you said that you were familiar with</p> <p>22 this document, public offering statement for</p> <p>23 Queensridge North.</p> <p>24 A. Okay.</p> <p>25 Q. Page 5.</p>
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<p>1 been people that got up and said that "Greg Goorjian</p> <p>2 told me that the golf course wasn't going to go away</p> <p>3 and it's open space"?</p> <p>4 MR. JIMMERSON: Objection. Assumes facts not</p> <p>5 in evidence.</p> <p>6 A. I have never heard that. I have not been to</p> <p>7 city council meetings to hear such, and shame on them.</p> <p>8 Tell those people to read their documents. I think</p> <p>9 Page 1 says don't believe a word I say. I'm joking.</p> <p>10 Q. (By Mr. Peccole) You were asked about BGC.</p> <p>11 A. Yes.</p> <p>12 Q. And you didn't know who that is?</p> <p>13 A. Don't know who that was. Don't remember that</p> <p>14 entity.</p> <p>15 Q. Do you know Bruce Bayne?</p> <p>16 A. Yes, I do.</p> <p>17 Q. Who's Bruce?</p> <p>18 A. My ex-brother-in-law.</p> <p>19 Q. And who is he married to?</p> <p>20 A. Loretta Bayne. Loretta Peccole.</p> <p>21 Q. Would you surprise -- be surprised if BGC was</p> <p>22 Bruce Bayne?</p> <p>23 A. Yeah, I would be. Very surprised. It only</p> <p>24 has one initial in it that's his.</p> <p>25 Q. Would you be surprised if Bruce Bayne and</p>	<p>1 A. I'm here.</p> <p>2 Q. No. 12.</p> <p>3 A. Okay.</p> <p>4 Q. Maximum number of units.</p> <p>5 A. Yeah, mine's highlighted. I can't read it.</p> <p>6 Is there a number there?</p> <p>7 Q. Can you read the writing?</p> <p>8 A. Yes. "Including both residential and</p> <p>9 commercial units."</p> <p>10 Q. Can you read the 3,000?</p> <p>11 A. No.</p> <p>12 Q. It says 3,000.</p> <p>13 A. Okay.</p> <p>14 Q. In writing. In writing.</p> <p>15 A. Where?</p> <p>16 Q. Right before the --</p> <p>17 A. Oh. Yes, I do. I do. I've got it, Bob.</p> <p>18 Q. Was that your understanding?</p> <p>19 A. The developer has reserved the right in the</p> <p>20 master plan to create up to 3,000 units.</p> <p>21 Yeah. I can't recall, though, because I</p> <p>22 believe there was a time it either grew or shrank. I</p> <p>23 can't remember.</p> <p>24 Q. But these are representations you were making</p> <p>25 to the buyers.</p>

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<p>1 A. No, these are representations that the owner 2 was making to the buyer. 3 Q. Well, you were a salesman. 4 A. I'm a salesman. 5 Q. You were the conduit. 6 A. Pardon me? 7 Q. You're the conduit. You're representing the 8 owner. 9 A. Correct. 10 Q. And so you were handing these to the buyers. 11 A. Correct. 12 Q. And you were making a representation they 13 could only build 3,000 units. 14 A. Again, I'm not. I'm giving them a document 15 that makes the representation that only 3,000 -- 16 Q. So if I say to you -- 17 A. I didn't create the document. 18 Q. -- well, Greg Goorjian never told me that 19 they could only build three units, but he handed me a 20 piece of paper that said that -- 21 MR. JIMMERSON: Just misstates the record. 22 Object to the form of the question. 23 A. I guess -- I guess what you're saying is that 24 I was supposed to read every word of this document to 25 you before you bought it?</p>	<p>1 A. On Verlaine Court, yes, I did. 2 Q. How about over in the -- the southern part of 3 Queensridge? 4 A. No, I did not. 5 Q. And you have knowledge that he built big 6 homes over there? 7 A. Oh, yes. 8 Q. For substantial money? 9 A. Yes. 10 Q. And that they were located on the golf 11 course? 12 A. Yes. 13 Q. Did you sell any of those homes for him? 14 A. No. I sold him the lot. 15 Q. Did you sell any of the lots to Mr. Lowie on 16 Verlaine? 17 A. Yes, I did. 18 Q. Was that the lower Verlaine? 19 A. Yes. 20 Q. And were you -- you owned a lot on -- you 21 actually owned a home on Verlaine? 22 A. Yes, I did. 23 Q. And what was the address of that? 24 A. I don't recall. 25 MR. JIMMERSON: Just note my continuing</p>
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<p>1 Q. (By Mr. Peccole) No. You gave it to me as a 2 representation. 3 A. Correct. Got it. Yeah. And agree with you 4 there. 5 MR. JIMMERSON: Just note my objection to the 6 entire line of questioning as misstating the record. 7 Q. (By Mr. Peccole) How many residents -- 8 residents did you sell -- how many lots did you sell in 9 Queensridge North? 10 A. I don't -- I don't recall. 11 MR. JIMMERSON: I'm going to object to the 12 line of questioning as completely outside the scope of 13 this litigation. 14 Q. (By Mr. Peccole) Did you ever -- 15 MR. JIMMERSON: Also outside the scope of 16 direct examination. 17 Q. (By Mr. Peccole) Did you ever make a 18 representation you probably sold 80 homes? 19 MR. JIMMERSON: Object to the line of 20 questioning. 21 A. Did I ever make that representation? 22 Q. (By Mr. Peccole) Yeah. 23 A. No. 24 Q. Did you ever sell any of the homes that 25 Mr. Lowie developed on those lots?</p>	<p>1 objection as outside the scope of direct. 2 Q. (By Mr. Peccole) You didn't get it from -- 3 MR. JIMMERSON: Mr. Peccole, please let me 4 finish my objection. I don't know why you continually 5 interrupt. 6 Just note my objection to this line of 7 questioning as outside the scope of direct, also 8 irrelevant to the litigation, is badgering the witness, 9 and there is also a complete wholesale failure on the 10 part of the lawyer to make any kind of correct 11 denomination. Mr. Lowie didn't own any of these 12 properties. Entities that he had may have purchased 13 some lots. 14 Mr. Lowie, other than his own personal 15 residence, would never have bought that piece of 16 property in his own name. So the questions are just 17 wrong to begin with. 18 You may answer the question, Mr. -- 19 MR. PECCOLE: I would like to reply to you, 20 Mr. Jimmerson. You had the gall in the deposition of 21 my wife to present a federal law that deals with 22 telephonic money laundering, and I found that very 23 offensive. And if you think I'm offensive, you'd 24 better take a look in the mirror. 25 MR. JIMMERSON: I don't know what the heck</p>

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<p>1 you're referring to, Mr. Peccole. I'm just making an 2 objection to the line of questioning here. 3 MR. PECCOLE: Don't worry. It's going to 4 come up. 5 MR. JIMMERSON: Again, you just threaten and 6 threaten, Mr. Peccole. Please try to stay on focus. 7 Q. (By Mr. Peccole) I was on the luxury loan -- 8 luxury lots on Verlaine. You say you sold some of 9 those to Mr. Lowie? 10 A. No. 11 MR. JIMMERSON: Objection. Misstates the 12 testimony. 13 Q. (By Mr. Peccole) You didn't? 14 A. No. Companies -- companies that he may 15 have -- or limited liability companies that he may have 16 been a partner to, yes. Not him personally, no. 17 Q. No? But you knew that he was building the 18 homes? 19 A. Yes. 20 Q. Actually, he was buying or one of his 21 entities was buying the lots on Verlaine? 22 A. Yes, sir. 23 Q. From who? 24 A. From the Peccole family. 25 Q. Would that have been Legacy 14?</p>	<p>1 A. Yes, I did, sir. 2 Q. Were the values on those lots enhanced by the 3 golf course and open space? 4 MR. JIMMERSON: I'm going to object to the 5 term "open space." It can only apply to the property 6 owned by Queensridge master plan. It's a defined term. 7 Q. (By Mr. Peccole) You can answer that. 8 A. If you can ask me it again, please. 9 Q. Were the values of the lots on Orient Express 10 enhanced by the golf course and open space? 11 A. Enhanced. I don't know. I don't know how to 12 answer that question, enhanced by. 13 Q. Made -- made more expensive? 14 MR. JIMMERSON: I object to the form of the 15 question as outside the scope of direct. It has no 16 bearing upon the litigation and it's harassing this 17 witness. 18 A. Yes. 19 Q. (By Mr. Peccole) Were you at the dedication 20 of the new Queensridge, in the beginning, when they 21 came over in 1990, 1996? 22 MR. JIMMERSON: Same objection. Outside the 23 scope of direct. Completely -- 24 A. I don't know what you're asking. 25 MR. JIMMERSON: -- irrelevant to this.</p>
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<p>1 A. I don't know who was the -- I'd have to be 2 referenced or referred back to who actually was -- what 3 entity was conveying the property. 4 Q. Do you know what the prices were? 5 A. I did. Do I know now? No. 6 Q. Were they over a million dollars? 7 A. For what? 8 Q. Well, actually let's go back -- 9 A. For a lot, the answer is no. 10 Q. It probably would have been somewhere in the 11 vicinity of 200,000? 12 A. Somewhere in there. 13 Q. And the homes, when you sold them, were over 14 a million? 15 A. Somewhere in there, right around a million 16 dollar homes. 17 Q. Now, your home was located right along the 18 same lots, right? 19 A. Correct. 20 Q. And who did you buy your home from? 21 A. I bought my lots from the Peccole family. 22 Q. And that's Legacy 14? 23 A. I can't recall. 24 Q. Did you sell any luxury lots on Orient 25 Express?</p>	<p>1 A. Was I at the grand opening? 2 Q. (By Mr. Peccole) Yes. 3 A. Would that have been the one that would later 4 be the Badlands clubhouse? 5 Q. No. 6 A. Okay. Then I wasn't at it. It was at -- it 7 was at Sir Williams Court, where Sir Williams Court was 8 to be some day. 9 Q. Let me just ask you, do you recall -- 10 MR. JIMMERSON: Objection. No foundation. 11 Q. (By Mr. Peccole) Do you recall going to a 12 dedication -- it would be on West Charleston, going 13 north, as you come in the entranceway that's there now, 14 but it was all dirt and Bill had big tents set up all 15 over? Did you ever go to that? 16 A. Was that the one where the lipi- -- the 17 stallions were there and -- yes, I was there. 18 Q. Now, after that occurred -- do you recall 19 approximately what that -- what date that was, what 20 year? 21 A. I don't, but I do -- I don't believe that it 22 had anything to do with what ended up being the north 23 portion of Queensridge developed. It was only in 24 regards to our first builders. That was Christopher 25 Homes and --</p>

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<p>1 It was a grand opening for the overall, the</p> <p>2 whole development. So we had -- it would have been</p> <p>3 Christopher Homes, it would have been Capital Pacific</p> <p>4 Homes, it would have been Pulte Homes and it would have</p> <p>5 been Trophy Homes.</p> <p>6 MR. JIMMERSON: Note my continuing objection.</p> <p>7 This is outside the scope of direct, irrelevant to the</p> <p>8 case.</p> <p>9 A. I recall that.</p> <p>10 MR. JIMMERSON: Harassing to the witness.</p> <p>11 Q. (By Mr. Peccole) After that, the question I</p> <p>12 would ask is, did you ever walk any part of the</p> <p>13 property with Bill?</p> <p>14 A. Yes.</p> <p>15 Q. So that was a common thing for him to do,</p> <p>16 wasn't it?</p> <p>17 MR. JIMMERSON: Object. Same objection,</p> <p>18 incorporated by reference.</p> <p>19 A. Not at that time. Prior -- years prior.</p> <p>20 He's not doing too well at this time we're talking</p> <p>21 about.</p> <p>22 Q. (By Mr. Peccole) Well, when he had the</p> <p>23 dedication.</p> <p>24 A. Yeah. Yeah. No, he wasn't doing a lot of</p> <p>25 walking around the properties.</p>	<p>1 Q. (By Mr. Peccole) After the dedication --</p> <p>2 MR. JIMMERSON: -- to consider sanctions</p> <p>3 against you for asking the line of questions that has</p> <p>4 nothing to do with this case and refusing to provide</p> <p>5 any foundation with regard to the line of questioning.</p> <p>6 It's completely irrelevant.</p> <p>7 Q. (By Mr. Peccole) After the dedication, did</p> <p>8 you have any conversations with Bill Peccole as to what</p> <p>9 he was going to do with the ravines?</p> <p>10 A. Do not recall, no.</p> <p>11 Q. Did you already know what he was going to do</p> <p>12 with the ravines?</p> <p>13 A. Yes.</p> <p>14 MR. JIMMERSON: Same objections, same line of</p> <p>15 objections. Incorporate my objections by reference.</p> <p>16 Q. (By Mr. Peccole) And what was that?</p> <p>17 A. We were going to develop a golf course. Not</p> <p>18 us, but we have someone else that was going to do it.</p> <p>19 Q. Did he ever say to you that "I will be</p> <p>20 selling lots along there and I'm going to make it a</p> <p>21 golf course, open space and drainage and I'm going to</p> <p>22 get more money for those lots"?</p> <p>23 A. No.</p> <p>24 MR. JIMMERSON: Same objection. Incorporate</p> <p>25 by reference.</p>
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<p>1 MR. JIMMERSON: I'm also going to object --</p> <p>2 Q. (By Mr. Peccole) Would it --</p> <p>3 MR. JIMMERSON: Excuse me, Counsel.</p> <p>4 I have no date. There's been no foundation,</p> <p>5 no year. None of this has been established.</p> <p>6 Q. (By Mr. Peccole) Would it surprise you if I</p> <p>7 walked portions of the property with him after the</p> <p>8 major dedication?</p> <p>9 MR. JIMMERSON: Object to the form.</p> <p>10 A. Would it surprise me?</p> <p>11 MR. JIMMERSON: Object to the question.</p> <p>12 A. I don't know. I can't answer that.</p> <p>13 That's . . .</p> <p>14 Q. (By Mr. Peccole) You didn't walk the</p> <p>15 property with him after the dedication?</p> <p>16 A. No. No.</p> <p>17 Q. Did Bill ever say to you --</p> <p>18 MR. JIMMERSON: Mr. Peccole, can you give</p> <p>19 us -- can you give us, and the court reporter, any</p> <p>20 suggestion as to what year you're referring to? The</p> <p>21 witness doesn't know it. You said you don't know.</p> <p>22 MR. PECCOLE: What was that?</p> <p>23 MR. JIMMERSON: I want to have some</p> <p>24 foundation for this line of questioning so I can ask</p> <p>25 Judge Bulla --</p>	<p>1 A. Just know that the plan was already in place,</p> <p>2 so when -- when those -- when those tents were there,</p> <p>3 we already knew what was going to go there. So did all</p> <p>4 the builders, and so did -- so did everybody. So I</p> <p>5 don't get where you --</p> <p>6 Q. (By Mr. Peccole) Well, those -- I'm not</p> <p>7 going to argue with you.</p> <p>8 A. No.</p> <p>9 Q. Did you have an actual price list at that</p> <p>10 time?</p> <p>11 MR. JIMMERSON: Same objection. Incorporate</p> <p>12 by reference.</p> <p>13 A. No. Not on the estate lots. No. I don't</p> <p>14 recall. Might have. I don't recall, Bob.</p> <p>15 Q. (By Mr. Peccole) When you were selling the</p> <p>16 lots in the Queensridge North, did you always follow</p> <p>17 the same procedure in your representations?</p> <p>18 A. I don't recall.</p> <p>19 Q. Did Larry Miller ever say to you that there</p> <p>20 was a 50-year lease on the golf course, with four</p> <p>21 ten-year options?</p> <p>22 A. Did not know the terms of the lease, no.</p> <p>23 Q. He never mentioned that?</p> <p>24 A. No.</p> <p>25 MR. PECCOLE: I have no further questions.</p>

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<p>1 MR. JIMMERSON: I'd like to take a comfort 2 break. We've been going for about an hour and 3 twenty-five minutes, hour and twenty minutes. 4 THE WITNESS: Are we done? 5 MR. JIMMERSON: No. I just want to take a 6 break. 7 (A recess was taken.) 8 MR. JIMMERSON: Back on the record. All 9 right. We're back on the record after taking a comfort 10 break. 11 FURTHER EXAMINATION 12 BY MR. JIMMERSON: 13 Q. Mr. Goorjian, opposing counsel, Mr. Peccole, 14 asked you a long series of questions for an hour 15 twenty-five minutes, something like that, but I 16 thought -- I thought you had misstated something in the 17 record. I'll ask you about it. 18 And so I want to have the court reporter read 19 the questions and the answers that Mr. Peccole was 20 asking you -- 21 A. Okay. 22 Q. -- and your answer. I think you may have 23 misstated. If not, you'll tell me, but -- 24 A. Yup. 25 Q. -- I do want to give you a chance to make</p>	<p>1 "Answer: For those parcels shown in white? 2 Yes. 3 "Question: So if you're looking at the 4 portion that starts with the -- going north from 5 Charleston over towards the Angel Park Golf Course -- 6 "Answer: Correct. 7 "Question: -- those were the zonings in each 8 of those white parcels that he was asking for, is that 9 correct, for Phase Two? 10 "Answer: For Queensridge master -- or for 11 Queensridge. These were the zonings he was asking 12 for.") 13 Q. (By Mr. Jimmerson) I believe you were 14 referring to the Queensridge master plan, not 15 Queensridge, because you were shown a document, which 16 is Exhibit A, which is a 1990 document, not a 1996 17 event. Right? 18 A. Correct. 19 Q. So the Peccole master plan was abandoned, as 20 you said, in favor of the Queensridge master plan six 21 years later. Is that right? 22 A. Yes. 23 Q. Okay. And so to the extent you referred to 24 Queensridge, that was a misstatement by you? 25 A. Yes.</p>
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<p>1 that correction if I am understanding that you did make 2 that error. 3 MR. JIMMERSON: So would you just read those 4 questions and answers, Madam Court Reporter. 5 Q. (By Mr. Jimmerson) He's asking you questions 6 about the Peccole master plan document -- 7 A. Correct. I remember. 8 Q. -- from 1989-1990 time period, a document you 9 had not been familiar with because you were not 10 currently employed. That didn't stop him from asking 11 many, many more questions about that. So just listen 12 to the questions and answers and see if there was not a 13 mistake being made by you. 14 MR. JIMMERSON: Go ahead. 15 (Record read by the reporter as follows: 16 "Question: And so in this application 17 he's -- Bill was asking for rezoning? Is that correct? 18 "Answer: I don't know what he's asking for. 19 Well, this is what the document says, yes. If it's -- 20 whatever this document is stating, that's what 21 Mr. Peccole was attempting to do. 22 "Question: Now, when you look at the map of 23 the overall master plan -- and that shows you the 24 zoning that happens to be designated different parcels. 25 Is that correct?</p>	<p>1 Q. Okay. Now, do you remember, when looking at 2 Exhibit A that Mr. Peccole asked you -- which again, 3 I'm not certain why it's relevant, but you were asked 4 several questions about this document, right? 5 A. Yes. 6 Q. And this had to do with a conceptual plan 7 that existed in 1989 or 1990 time period. 8 A. Yes. 9 Q. A time when you were not employed by the 10 company. Right? 11 A. Yes, sir. 12 Q. Okay. All right. But later on, we know that 13 the Queensridge master plan was developed by the 14 Peccole family in 1996 through the master declaration 15 we recorded -- discussed in Exhibits 2 and 3, right? 16 A. Yes, sir. 17 Q. All right. Now, going back to this Peccole 18 master plan, again, Mr. Peccole kept trying to say that 19 zeros were here and you said, no, they're dashes. 20 Right? 21 A. Yes. 22 Q. Okay. So here's my point: This has actually 23 been developed with the Queensridge master plan, but 24 the Peccole Ranch having been abandoned and the 25 Queensridge being developed. There has been, in</p>

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<p>1 effect, commercial and office developed in the years 2 later, hasn't there? 3 A. Yes, there has, sir. 4 Q. So whether there's dashes here, we know 5 there's physical construction of commercial locations 6 there, right? 7 A. Correct. 8 Q. We also know there's something called the 9 Suncoast Resort, resort-casino, that's developed now 10 that was a dash then, right? 11 A. Yes. 12 Q. So we know that this plan was abandoned in 13 favor of other development and other plans; is that 14 right? 15 A. Yes, sir. 16 Q. Including the Queensridge master plan we've 17 already discussed? 18 A. Yes. 19 Q. All right. 20 Now, taking a look, if you would, at 21 Exhibit 1. That was the original Peccole master plan. 22 I just want to spend -- 23 Two. Excuse me. Exhibit 2. 24 I just ask the following question: When you 25 talk about commercial, office and there's a dash, it</p>	<p>1 MS. POLSELLI: I'll get it right. I'll get 2 it right. 3 THE WITNESS: Page what? 4 Q. (By Mr. Jimmerson) It's Paragraph 7. I'll 5 get to the page in one second. I think it's Page -- 6 it's Page 7. I believe it to be Page 7. 7 Yeah. It's the definition under 1.1 -- 1.16, 8 Common Area and Common Areas. 9 A. Okay. 10 Q. Do you see that? 11 A. Yes. 12 Q. All right. Does that language state as 13 follows: "'Common Area and Common Areas' shall mean 14 (a) all Association Land and the improvements thereon; 15 (b) all land within Peccole Ranch which the Declarant, 16 or its successors or assigns, by this Declaration or 17 other recorded instrument, makes available for use by 18 Members of the Association and evidences its intent to 19 convey to the Association at a later date; 20 "(c) all land within Peccole Ranch which the 21 Declarant, or its successors or assigns, indicates on a 22 recorded subdivision plat or Tract Declaration is to be 23 used for landscaping, water retainage, drainage and/or 24 flood control for the benefit of Peccole Ranch and/or 25 the general public;</p>
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<p>1 doesn't tell you how many units of commercial can be 2 developed, correct? 3 A. Yes. 4 Q. Under the Peccole conceptual master plan of 5 1990? 6 A. Yes. 7 Q. Okay. But we know many units, many square 8 foot was developed in the years that followed; is that 9 right? 10 A. Yes. 11 Q. Okay. And so this plan obviously went away 12 and new plans were developed; is that right? 13 A. Yes. 14 Q. All right. 15 Now, I just want to show you some provisions 16 in this Peccole Ranch plan that related largely to the 17 south of West Charleston, but I just want to show you 18 some language. 19 Would you look at Page 7 of Exhibit 2. 20 (Discussion off the record.) 21 Q. (By Mr. Jimmerson) It's 16. 22 A. 16? 23 Q. Yeah. Sorry. 24 MS. POLSELLI: 16 or 18? 25 MR. JIMMERSON: 18.</p>	<p>1 "(d) areas on a Lot, Parcel or golf course 2 within easements granted to the Association or its 3 Members for location, construction, maintenance, repair 4 and replacement of a well, fence, sidewalk, 5 landscaping, utility, utility easement and access, and 6 general access or other uses, which easements may be 7 granted or created on a recorded subdivision plat or 8 Tract Declaration or by a Deed or other conveyance 9 accepted by the association; 10 "Or (e)" -- "and (e) all land within Peccole 11 Ranch which is owned privately or by a governmental 12 agency for which the Association has accepted 13 responsibility for maintenance, and/or for which the 14 Association benefits by limited use, full use, or 15 aesthetic consistency for the benefit of the 16 numbers" -- "of the members." End of quote. 17 Have I read that accurately? 18 A. Yes. 19 Q. Okay. So it is -- common area is the land 20 that the declarant dedicates, through annexation, land 21 that will be so used for the commonality of its 22 membership; is that right? 23 A. Yes. 24 Q. And therefore, if there's going to be a 25 common area, it has to be land that has been dedicated</p>

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<p>1 for that purpose by the declarant; is that right?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. Now, would you look at the</p> <p>4 provision -- Page -- Page 11, four pages later,</p> <p>5 Paragraph 1.31. And master plan, which is for the</p> <p>6 Peccole Ranch master plan, is defined as, quote, shall</p> <p>7 mean the Peccole Ranch Master Plan approved by the City</p> <p>8 of Las Vegas, and described on Exhibit "A", as the same</p> <p>9 may be from time to time amended in Declarant's sole</p> <p>10 discretion, a copy of which shall be on file at all</p> <p>11 times in the office of the Association. End of quote.</p> <p>12 Have I accurately read that?</p> <p>13 A. Yes.</p> <p>14 Q. And so the declarant, the Peccole family,</p> <p>15 reserved to itself the right to amend from time to time</p> <p>16 its -- in its sole discretion, the design of the plan;</p> <p>17 is that right?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. And indeed, as we know, it was amended</p> <p>20 by essentially abandonment, in favor six years later of</p> <p>21 the Queensridge master plan to the north of West</p> <p>22 Charleston?</p> <p>23 A. Yes.</p> <p>24 Q. And this is land that applied largely to the</p> <p>25 south of West Charleston; is that right? Exhibit 18?</p>	<p>1 the actual dimensions of what was actually built there.</p> <p>2 A. Okay.</p> <p>3 Q. Now, you're familiar by virtue of your</p> <p>4 lengthy work there of what was actually constructed</p> <p>5 over the years?</p> <p>6 A. Yes.</p> <p>7 Q. And we see that, in terms of acreage, there</p> <p>8 was 430 acres of single family; 47 acres of</p> <p>9 multifamily; there's 138 acres of commercial/office;</p> <p>10 there's 52 acres for resort-casino, which is the</p> <p>11 Suncoast Hotel; you see the golf course property,</p> <p>12 265 acres.</p> <p>13 A. Yes.</p> <p>14 Q. Right-of-way of 61 acres. And I guess no</p> <p>15 elementary school was ever developed there?</p> <p>16 A. Correct.</p> <p>17 Q. So you can see what was actually developed</p> <p>18 under the Queensridge master plan in the years that</p> <p>19 followed; is that right?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. So does that provide additional proof</p> <p>22 to you that the Peccole Ranch master plan of 1990 was</p> <p>23 abandoned in favor of later plans by the family?</p> <p>24 A. Yes.</p> <p>25 Q. All right. Thank you.</p>
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<p>1 A. Yes.</p> <p>2 Q. All right. Thank you.</p> <p>3 A. Not a hundred percent sure, but I believe</p> <p>4 Triple Five is part of the declarancy [sic].</p> <p>5 Q. Correct. I think that's right. At least --</p> <p>6 that's exactly right.</p> <p>7 A. Yeah.</p> <p>8 Q. All right.</p> <p>9 MR. JIMMERSON: Now, do you have the map of</p> <p>10 how it was actually built?</p> <p>11 (Discussion off the record.)</p> <p>12 MR. JIMMERSON: Let me mark this as</p> <p>13 Exhibit 30 -- mark it as Exhibit 32. Next in order.</p> <p>14 Mark it as 32, two pages.</p> <p>15 (Exhibit 32 marked.)</p> <p>16 Q. (By Mr. Jimmerson) Mr. Goorjian, if you look</p> <p>17 at Exhibit 32 --</p> <p>18 A. Yes.</p> <p>19 Q. -- there is what I -- you and I would call an</p> <p>20 as-built; in other words, as history has combined, now</p> <p>21 sitting here in 2018, we see what's actually built to</p> <p>22 the north of West Charleston. Do you see that under</p> <p>23 Queensridge?</p> <p>24 A. Yes.</p> <p>25 Q. All right. And the sheet behind it gives you</p>	<p>1 A. Can I add something?</p> <p>2 Q. Please.</p> <p>3 A. That they were -- you know, there's clear</p> <p>4 definition based on how things were maintained as well</p> <p>5 and how things were -- you know, what associations were</p> <p>6 building and -- you know. I mean, the way that</p> <p>7 Charleston was treated was it had to be split. The</p> <p>8 medians had to be split between who maintained what</p> <p>9 medians, based on Peccole Ranch had responsibility to</p> <p>10 every other median --</p> <p>11 Q. Well, that's interesting.</p> <p>12 A. -- and Queensridge had responsibility to</p> <p>13 every other median.</p> <p>14 Q. I see.</p> <p>15 A. Okay? I lived in Queensridge. I never paid</p> <p>16 a fee to Peccole Ranch ever.</p> <p>17 Q. Got it.</p> <p>18 A. I never had a document that referred to</p> <p>19 Peccole Ranch.</p> <p>20 Q. And, of course, you never paid a fee to</p> <p>21 maintain a golf course either, did you?</p> <p>22 A. No.</p> <p>23 Q. And indeed, I think, if my memory serves me,</p> <p>24 that there had been a golf course intended on the south</p> <p>25 side --</p>

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<p>1 A. Yes, there was.</p> <p>2 Q. -- of Charleston, later vacated or</p> <p>3 abandoned --</p> <p>4 A. Correct.</p> <p>5 Q. -- in favor of some arroyo system or</p> <p>6 something.</p> <p>7 A. Correct. Yeah, walkways, open space.</p> <p>8 Q. All right. Now I'd like to have you look at</p> <p>9 the Queensridge master plan, which is Exhibits 2 and 3.</p> <p>10 Two is the original declaration. Three is the</p> <p>11 amendment.</p> <p>12 A. Exhibit 3 I'm looking at?</p> <p>13 Q. Two right now.</p> <p>14 A. Okay.</p> <p>15 Q. Two is the original declarations.</p> <p>16 A. Got it.</p> <p>17 Q. Now, opposing counsel asked you some</p> <p>18 questions about the recitals, which I think was at</p> <p>19 Page 1.</p> <p>20 A. Yup.</p> <p>21 Q. Now, Paragraph A defines the term "property."</p> <p>22 Correct?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. And "property" in 1996 was one piece</p> <p>25 of property. Isn't that right?</p>	<p>1 this morning --</p> <p>2 A. No.</p> <p>3 Q. -- to go over your testimony?</p> <p>4 A. No.</p> <p>5 Q. Okay.</p> <p>6 A. You know, there's strategies why you do the</p> <p>7 annexations too.</p> <p>8 Q. And what is that?</p> <p>9 A. Taxes and values. Once you annex them in.</p> <p>10 Q. You have to pay?</p> <p>11 A. There's -- things go up, costs go up.</p> <p>12 Q. So the idea --</p> <p>13 A. The idea is not to annex them until you need</p> <p>14 them.</p> <p>15 Q. Right. Got it.</p> <p>16 And so -- and then you were asked by opposing</p> <p>17 counsel about Paragraph B. Do you recall that?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. And the Paragraph B gave the land</p> <p>20 owner, the declarant, if you will, a great deal of</p> <p>21 discretion, correct?</p> <p>22 A. Correct.</p> <p>23 Q. So that for the "property," which is the</p> <p>24 capital P, which is both the original starting</p> <p>25 property, together with whatever's annexed over the</p>
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<p>1 A. Yes.</p> <p>2 Q. And then it would be added to -- in other</p> <p>3 words, property would be expanded as property was</p> <p>4 annexed? Isn't that right?</p> <p>5 Is that right?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. And as we went through earlier -- and</p> <p>8 I'm not going to repeat this -- annexations occurred</p> <p>9 multiple times over the years as the Queensridge</p> <p>10 property was added to. Correct?</p> <p>11 A. Correct.</p> <p>12 Q. And once it was annexed and recorded, then it</p> <p>13 became part of Queensridge?</p> <p>14 A. Correct.</p> <p>15 MR. PECCOLE: I'm going to pose an objection</p> <p>16 here as asked and answered and leading and just</p> <p>17 actually putting words in the witness's mouth.</p> <p>18 MR. JIMMERSON: Thank you very -- I'm not</p> <p>19 putting any words in his mouth.</p> <p>20 By the way, I just meet that objection</p> <p>21 directly.</p> <p>22 Q. (By Mr. Jimmerson) Have I put any words in</p> <p>23 your mouth?</p> <p>24 A. No.</p> <p>25 Q. Did I meet with you before this deposition</p>	<p>1 years, can -- and there's "may," but is not required to</p> <p>2 be any number of different things. Correct?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. So it could or not could. Shopping</p> <p>5 centers or time-share developments or commercial and</p> <p>6 the like, right?</p> <p>7 A. Yes.</p> <p>8 Q. But it's not mandated. It's just discretion</p> <p>9 left to the developer. Is that right?</p> <p>10 A. Flexibility, yes.</p> <p>11 Q. All right. Now, do you know how many -- when</p> <p>12 I talk about as-builts, do you know how many homes were</p> <p>13 actually built in Queensridge?</p> <p>14 A. I don't.</p> <p>15 Q. Okay. If I suggested about a thousand, would</p> <p>16 that be consistent with your recollection?</p> <p>17 MR. PECCOLE: Asked and answered.</p> <p>18 Not putting words in his mouth, are you?</p> <p>19 A. No, but I can do the calculation in my head</p> <p>20 because I know how many homes. Christopher Homes built</p> <p>21 around 80; Pulte built about 120; Capital Pacific built</p> <p>22 about another hundred; Trophy Homes built close to 150.</p> <p>23 Yeah. We're -- we're getting there. About a</p> <p>24 thousand -- a little over a thousand. There would be</p> <p>25 over a thousand homes.</p>

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<p>1 Q. (By Mr. Jimmerson) It's certainly a heck of</p> <p>2 a lot less than the 4,247 that were shown in that plan</p> <p>3 from 1990?</p> <p>4 A. Yes. Correct.</p> <p>5 Q. So there would still be about 3,000 to be</p> <p>6 left to be built?</p> <p>7 A. Correct.</p> <p>8 Q. And would you look at the bottom of Paragraph</p> <p>9 B, where it says, the last line -- opposing counsel</p> <p>10 asked you this question.</p> <p>11 "The Maximum Number of Units (defined in</p> <p>12 Section 1.57 herein) which Declarant reserves the right</p> <p>13 to create within the," capital P, "Property and the,"</p> <p>14 capital A, "Annexable," capital P, "Property is three</p> <p>15 thousand."</p> <p>16 Do you remember opposing counsel asked that</p> <p>17 question?</p> <p>18 A. Yes.</p> <p>19 MR. PECCOLE: Objection. Asked and answered.</p> <p>20 Q. (By Mr. Jimmerson) All right. And so if a</p> <p>21 thousand has been built through 2018, there's at least</p> <p>22 2,000 to be built presently; is that right?</p> <p>23 A. Yes.</p> <p>24 Q. All right. Thank you. And also the next</p> <p>25 sentence indicates that the golf course was not a part</p>	<p>1 A. Yes.</p> <p>2 Q. Okay. And such other projects as may be</p> <p>3 designated.</p> <p>4 Is there any reference in those categories to</p> <p>5 the term "open space"?</p> <p>6 A. No.</p> <p>7 Q. Is there any reference to the term</p> <p>8 "drainage"?</p> <p>9 A. No.</p> <p>10 Q. Is there any reference to the term "golf</p> <p>11 course"?</p> <p>12 A. No.</p> <p>13 Q. All right. And is it clear that in each of</p> <p>14 those categories, about such other, that there has to</p> <p>15 be a declaration of annexation?</p> <p>16 A. Yes.</p> <p>17 Q. And the use of the land is anything that's</p> <p>18 consistent with the zoning, right?</p> <p>19 A. Yes.</p> <p>20 Q. And that's what it says there? All right.</p> <p>21 Page 18. All right. Thank you.</p> <p>22 Now, opposing counsel asked you a line of</p> <p>23 questioning on cross-examination along the lines that</p> <p>24 made reference, for example, to drainage. Do you</p> <p>25 remember that?</p>
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<p>1 of the Badlands -- was not part of the, capital P,</p> <p>2 property or the, capital A, annexable property,</p> <p>3 correct?</p> <p>4 A. Yes.</p> <p>5 Q. Would you turn to Article II, please, which</p> <p>6 is at Page 17. And this is called "General Intent,"</p> <p>7 2.1.</p> <p>8 Would you just read that quietly to yourself,</p> <p>9 please.</p> <p>10 A. (Witness examined document.) Okay.</p> <p>11 Q. Now, this is the general intent without being</p> <p>12 too specific? Agreed?</p> <p>13 A. Yes.</p> <p>14 Q. Now, the project types are then defined</p> <p>15 immediately below. Correct? 2.2?</p> <p>16 A. Yes.</p> <p>17 Q. And you see custom lots, luxury lots,</p> <p>18 executive lots, upgraded lots, such other residential</p> <p>19 products that may be designated, multiple-dwelling</p> <p>20 projects, residential condominiums, executive</p> <p>21 condominiums, upgrade condominiums, move-up</p> <p>22 condominiums, such other residential products that may</p> <p>23 be designated. Then commercial/office projects,</p> <p>24 shopping center projects, and hotel time-share.</p> <p>25 Do you see that?</p>	<p>1 A. Yes.</p> <p>2 Q. Okay. And the -- and to the term "open</p> <p>3 space." Do you recall that?</p> <p>4 A. Yes.</p> <p>5 Q. But the drainage or the open space is that</p> <p>6 which is on the, capital P, property or the, capital,</p> <p>7 annexation property, right?</p> <p>8 A. Yes.</p> <p>9 Q. He's not referring to property -- or drainage</p> <p>10 or golf courses on somebody else's property? Correct?</p> <p>11 A. I don't know what he was referring to, to be</p> <p>12 honest with you.</p> <p>13 Q. Okay. But the document --</p> <p>14 A. Right.</p> <p>15 Q. -- only speaks to the property as defined</p> <p>16 within the agreement? Correct?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. It's not controlling or attempting to</p> <p>19 control somebody else's property?</p> <p>20 A. No.</p> <p>21 Q. Okay. And the -- there's no way that the</p> <p>22 Queensridge master plan could control, for example, the</p> <p>23 city's definition of drainage or the city's regulation</p> <p>24 over drainage?</p> <p>25 A. No.</p>

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<p>1 Q. Or the federal government's, FEMA's, control 2 over drainage, correct?</p> <p>3 A. Correct.</p> <p>4 Q. And there was no effort by the Peccole family 5 in Queensridge to do -- to control those areas; isn't 6 that right?</p> <p>7 A. No effort.</p> <p>8 Q. And no effort to control the property not 9 governed by this CC&R, correct?</p> <p>10 A. Correct.</p> <p>11 Q. Now, the lawyers who prepared the Peccole 12 Ranch master plan to the south of West Charleston and 13 the lawyers who prepared the Queensridge master plan to 14 the north of Charleston was essentially the same firm, 15 correct? Was it Karen Dennison in each case?</p> <p>16 A. No.</p> <p>17 Q. Was it --</p> <p>18 A. Okay. Now I'm a little foggy here, but I 19 thought -- wait a second.</p> <p>20 Let's restate it. Everything south of 21 Charleston, I thought there was somebody else did the 22 documents.</p> <p>23 Q. No. I think you're right.</p> <p>24 A. I think it was McGladrey -- McGladrey --</p> <p>25 Q. No. It was Sean McGowan of McDonald Carano.</p>	<p>1 Q. Okay. And was it able to be developed?</p> <p>2 A. No.</p> <p>3 Q. Okay. And tell us why.</p> <p>4 A. It has a water line running through it.</p> <p>5 Q. Okay. And what did that -- what did that -- 6 so that caused a practical limitation on the ability to 7 develop that property?</p> <p>8 A. Correct.</p> <p>9 Q. And was that lot part of the golf course?</p> <p>10 A. I don't recall.</p> <p>11 Q. Okay. In other words, as distinguished from 12 being --</p> <p>13 A. It was not -- let's put it this way: It 14 was --</p> <p>15 Q. It was not part of Queensridge?</p> <p>16 A. -- not part of the Orient Express lots at the 17 time.</p> <p>18 Q. Got it.</p> <p>19 A. So I . . .</p> <p>20 Q. Was it -- that's what I'm asking. My 21 client's whispering to me.</p> <p>22 Was it a part of the golf course because it 23 wasn't part of Orient Express --</p> <p>24 MR. PECCOLE: Asked and answered.</p> <p>25 Q. (By Mr. Jimmerson) -- Street, Orient</p>
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<p>1 A. Carano, correct.</p> <p>2 Q. Exactly right.</p> <p>3 And then you think it was Karen Dennison to 4 the north?</p> <p>5 A. Positive, because I worked with her daily.</p> <p>6 Q. Got it. Okay. All right. That's my error.</p> <p>7 Thank you for the correction.</p> <p>8 A. And it was. It was McDonald Carano, Sean 9 McGowan.</p> <p>10 Q. Do you recall there was an issue -- when I 11 say "issue," I don't want to be too vague -- that there 12 became some -- some issues of concern regarding the 13 development of Michael McDonald's lot?</p> <p>14 A. Is that what we want to refer to it as, his 15 lot?</p> <p>16 Q. I don't know.</p> <p>17 A. He never owned it, but yeah.</p> <p>18 Q. Okay.</p> <p>19 A. Something that he was -- some day would 20 potentially want to purchase and develop, yes.</p> <p>21 Q. Okay. And who was looking to develop that 22 lot?</p> <p>23 A. Michael McDonald.</p> <p>24 Q. Okay. And where was that lot located?</p> <p>25 A. That was on Orient Express.</p>	<p>1 Express?</p> <p>2 A. My answer to that is yes, by deduction.</p> <p>3 Q. What do you mean, "by deduction"?</p> <p>4 A. If it wasn't part of Queensridge and we 5 didn't make it a lot and it wasn't on Orient Express -- 6 and I believe now that we were storing things there for 7 the golf course, some trees and plants and things 8 there.</p> <p>9 I know that it wasn't at the time in 10 Queensridge, or we would have been selling it as a lot.</p> <p>11 Q. Got it. And if your conclusion by deduction 12 is correct, then that is further evidence of the 13 Peccoles' knowledge that the golf course could be 14 developed, correct?</p> <p>15 A. Yes.</p> <p>16 Q. All right. Did they get into a fight with 17 anybody over that lot? Do you remember that?</p> <p>18 Specifically with Mr. Lowie or the EHB company?</p> <p>19 A. Gosh, I don't recall. I know that a lot of 20 people did not want to see it happen.</p> <p>21 Q. See what happen? The development?</p> <p>22 A. See that turn into a lot.</p> <p>23 Q. On the golf course?</p> <p>24 A. On the golf course. And the thing was, too, 25 that it was all for naught because it couldn't be.</p>

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<p>1 Q. Got it. Because of the pipe?</p> <p>2 A. Because there's a pipe underground.</p> <p>3 Q. All right.</p> <p>4 Do you recall that Peccole -- before the</p> <p>5 effort ended, there had been a grading of the property</p> <p>6 and building it up?</p> <p>7 A. Yes.</p> <p>8 Q. And then it was discovered?</p> <p>9 A. And then discovered that, hey, guys,</p> <p>10 there's --</p> <p>11 Q. So there was an effort by the Peccole --</p> <p>12 MR. PECCOLE: I'm going to object on the</p> <p>13 grounds irrelevant, immaterial.</p> <p>14 Q. (By Mr. Jimmerson) So was there an effort by</p> <p>15 the Peccole family to develop that lot until the</p> <p>16 impossibility was discovered by virtue of the</p> <p>17 underlying pipe?</p> <p>18 A. Yes.</p> <p>19 Q. Do you remember that I asked you about an</p> <p>20 entity called BGC?</p> <p>21 A. Yes.</p> <p>22 Q. And a lawsuit between BGC and Fore Stars?</p> <p>23 A. Yes.</p> <p>24 Q. And I showed you the complaint?</p> <p>25 A. Yes.</p>	<p>1 Bruce's company.</p> <p>2 Q. (By Mr. Jimmerson) That's what Mr. Peccole</p> <p>3 suggested in his line of questioning.</p> <p>4 A. Okay. So I thought the B stand for Bayne.</p> <p>5 Okay.</p> <p>6 Q. And do you recall that the breach of contract</p> <p>7 lawsuit that I showed you, the BGC versus Fore Stars</p> <p>8 litigation, arose because the Peccole family was</p> <p>9 attempting to develop the golf course in this 2006-2007</p> <p>10 time period?</p> <p>11 MR. PECCOLE: I can't hear you.</p> <p>12 Q. (By Mr. Jimmerson) After having agreed to</p> <p>13 sell the land to Mr. Lowie?</p> <p>14 A. Can you say that all over again so I get it</p> <p>15 all at once?</p> <p>16 MR. PECCOLE: And speak up, would you,</p> <p>17 please.</p> <p>18 MR. JIMMERSON: Go ahead. Keep your voice</p> <p>19 up.</p> <p>20 (Page 187, Lines 6 through 13, read</p> <p>21 by the reporter.)</p> <p>22 THE WITNESS: What land to Mr. Lowie?</p> <p>23 Q. (By Mr. Jimmerson) The golf course.</p> <p>24 A. I don't recall.</p> <p>25 Q. Okay. All right. But do you recall that the</p>
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<p>1 Q. Okay. Opposing counsel, Mr. Peccole, on</p> <p>2 cross-examination, asked you a series of questions</p> <p>3 suggesting that BGC was Bruce Bayne. Do you recall</p> <p>4 that?</p> <p>5 A. Yes.</p> <p>6 Q. He asked you a line of questions about that.</p> <p>7 As far as you know, and as I pointed out to you, BGC</p> <p>8 was an entity that Mr. Lowie was involved with; is that</p> <p>9 right?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. And there was a lawsuit for breach of</p> <p>12 contract that we talked about; and then I showed you</p> <p>13 the settlement agreement, right?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. As far as you know, Bruce Bayne did</p> <p>16 not have any involvement with that, with the company</p> <p>17 BGC, at least as I showed you litigation?</p> <p>18 A. Correct. I still don't know what BGC is.</p> <p>19 Q. I'm going to suggest that BGC might stand for</p> <p>20 Badlands Golf Course.</p> <p>21 A. Okay.</p> <p>22 Q. All right.</p> <p>23 MR. LOWIE: Quite simple.</p> <p>24 THE WITNESS: Thank you. Because I</p> <p>25 thought -- I'm sorry, but I thought Bob said it was</p>	<p>1 Peccole family in 2006 and 2007 was attempting to</p> <p>2 develop some portion of the golf course in that time</p> <p>3 period?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And what is it -- what is there about</p> <p>6 that that you recall?</p> <p>7 A. We were doing the high-rise.</p> <p>8 Q. And that was located on property --</p> <p>9 A. Alta and Rampart.</p> <p>10 Q. Got it.</p> <p>11 A. So now this is coming back. Yes. Okay. So</p> <p>12 there were easements that were needed for that -- for</p> <p>13 that property.</p> <p>14 MR. PECCOLE: I'd like to pose an objection</p> <p>15 as this is all irrelevant and immaterial.</p> <p>16 Q. (By Mr. Jimmerson) Do you remember the</p> <p>17 Peccole family was attempting to introduce a new</p> <p>18 product line called "time-share"?</p> <p>19 A. Yes.</p> <p>20 Q. Maybe 500 rooms?</p> <p>21 A. Yes.</p> <p>22 Q. Is that the project we're talking about?</p> <p>23 A. Yes.</p> <p>24 Q. And was that in this 2006, 2007?</p> <p>25 A. Yes.</p>

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<p>1 MR. JIMMERSON: Nothing further. Thank you.</p> <p>2 I have no further questions, and I want to</p> <p>3 thank you for your time, sir.</p> <p>4 MR. PECCOLE: Just a couple of cleanups.</p> <p>5 THE WITNESS: Sure.</p> <p>6 FURTHER EXAMINATION</p> <p>7 BY MR. PECCOLE:</p> <p>8 Q. When you, in your head, figured out these</p> <p>9 number of homes that were built according to what</p> <p>10 Mr. Jimmerson asked you, did you consider the homes</p> <p>11 were built on lots?</p> <p>12 A. Was -- I hadn't counted those yet, but I</p> <p>13 would. Yeah, those would be part of them, to get to a</p> <p>14 thousand.</p> <p>15 Q. So another couple thousand, maybe, or a</p> <p>16 thousand?</p> <p>17 A. A thousand.</p> <p>18 Q. The -- Mr. Jimmerson just went through the</p> <p>19 Exhibit 2 --</p> <p>20 A. Yes.</p> <p>21 Q. -- and he asked you a bunch of questions, but</p> <p>22 I would just draw your attention back to Page 1.</p> <p>23 A. Okay. Okay.</p> <p>24 Q. Paragraph B.</p> <p>25 A. Yup.</p>	<p>1 Q. It could be Page 2. Yes.</p> <p>2 A. Okay. And C, or am I on B?</p> <p>3 Q. A and B -- take a look at the very top of the</p> <p>4 page.</p> <p>5 A. Okay. So where it says "Property and the</p> <p>6 Annexable Property is three thousand. The existing</p> <p>7 18-hole golf course commonly known as the 'Badlands' --</p> <p>8 Q. Yes.</p> <p>9 A. -- "is not a part of the Property or the</p> <p>10 Annexable Property"?</p> <p>11 Q. That's the point I was trying to make. Bill</p> <p>12 excluded the 18 holes by saying it's not a part of the</p> <p>13 property or the annexable property. Doesn't it say</p> <p>14 that?</p> <p>15 MR. JIMMERSON: I object. The document</p> <p>16 speaks for itself.</p> <p>17 A. It states, "The existing 18-hole golf course</p> <p>18 commonly known as the 'Badlands Golf Course' is not</p> <p>19 part of the Property or the Annexable Property."</p> <p>20 Q. (By Mr. Peccole) That's --</p> <p>21 A. Not -- but not a part of what property?</p> <p>22 Q. Now, if you look back at 1, and we decided</p> <p>23 that property, with a capital P, could be a use, it</p> <p>24 lists golf course; and Bill removed it from the</p> <p>25 property that was recognized by the CC&Rs by saying</p>
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<p>1 Q. Down in the bottom where it says Property,</p> <p>2 with capital P, can be the following uses, does it list</p> <p>3 golf course and open space?</p> <p>4 MR. JIMMERSON: You mean the "may"?</p> <p>5 A. Yes, it says it.</p> <p>6 Q. (By Mr. Peccole) It says "may"? And</p> <p>7 actually, did the golf course get built?</p> <p>8 A. Yes, it did.</p> <p>9 Q. And did Bill have some concern about whether</p> <p>10 or not it would be included in the CC&Rs, and therefore</p> <p>11 he specifically excluded the 18 holes by saying "not a</p> <p>12 part of"?</p> <p>13 MR. JIMMERSON: Objection, and also lack of</p> <p>14 foundation.</p> <p>15 Q. (By Mr. Peccole) Do you remember that?</p> <p>16 A. I don't.</p> <p>17 Q. Take a look at Page 3.</p> <p>18 A. Okay.</p> <p>19 Q. Very top.</p> <p>20 A. (Witness examined document.)</p> <p>21 Q. Does it say right at the very, very top of</p> <p>22 the page, Badlands -- 18 holes, known as Badlands, is</p> <p>23 not a part of?</p> <p>24 A. Before Article I, right, on Page -- I'm</p> <p>25 reading Page 3. I'm supposed to be Page 2?</p>	<p>1 "not a part of."</p> <p>2 MR. JIMMERSON: I'm going to object. There's</p> <p>3 no question pending, and the document speaks for</p> <p>4 itself.</p> <p>5 Q. (By Mr. Peccole) Isn't what that it says?</p> <p>6 MR. JIMMERSON: It has to be annexed in order</p> <p>7 to be part of the property.</p> <p>8 Q. (By Mr. Peccole) Isn't that what it says?</p> <p>9 It doesn't say anything about annexation, does it?</p> <p>10 A. I don't know. You're asking me to interpret</p> <p>11 something. It says what it says.</p> <p>12 Q. Well, you interpreted it for Mr. Jimmerson.</p> <p>13 MR. JIMMERSON: Objection.</p> <p>14 A. I did not. What did I interpret for him?</p> <p>15 Q. (By Mr. Peccole) You were interpreting the</p> <p>16 sections that he's -- he's been reading to you, and you</p> <p>17 agreed with him.</p> <p>18 A. I did?</p> <p>19 Q. Yes.</p> <p>20 MR. JIMMERSON: Objection. I asked a</p> <p>21 question, though, after reading a section, unlike this</p> <p>22 examiner.</p> <p>23 A. I don't know what you're asking me. It says</p> <p>24 what it says.</p> <p>25 Q. (By Mr. Peccole) Look, just admit you're not</p>

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<p>1 an expert, okay?</p> <p>2 A. Right. Okay. How about that?</p> <p>3 Q. Now, with regard to the golf course --</p> <p>4 A. Okay.</p> <p>5 Q. -- all 27 holes --</p> <p>6 A. Yeah.</p> <p>7 Q. -- are you familiar with the city master</p> <p>8 plan?</p> <p>9 A. No.</p> <p>10 Q. City master plan lists it as PROS.</p> <p>11 MR. JIMMERSON: I just object to the question</p> <p>12 to be outside the scope of direct, cross --</p> <p>13 Q. (By Mr. Peccole) Do you know what PROS --</p> <p>14 A. I don't.</p> <p>15 MR. JIMMERSON: -- and redirect.</p> <p>16 Q. (By Mr. Peccole) How about parks,</p> <p>17 recreation --</p> <p>18 A. Okay.</p> <p>19 Q. -- and open space?</p> <p>20 A. Okay.</p> <p>21 Q. And wasn't it designated that by the fact</p> <p>22 that Larry Miller and Billy Bayne went in and had it</p> <p>23 changed so they wouldn't have to pay taxes on the golf</p> <p>24 courses?</p> <p>25 MR. JIMMERSON: I object to the question --</p>	<p>1 FURTHER EXAMINATION</p> <p>2 BY MR. JIMMERSON:</p> <p>3 Q. Would Mr. Peccole, as an owner of property, a</p> <p>4 residence, in Queensridge, have any rights if against</p> <p>5 property that is not, capital P, property and not</p> <p>6 annexed into the Queensridge master plan?</p> <p>7 In other words, does he have any rights</p> <p>8 against property that is not included within the</p> <p>9 Queensridge master plan?</p> <p>10 A. No.</p> <p>11 Q. And why is that?</p> <p>12 A. Because it's not -- it's not part of these</p> <p>13 documents. It's not a part of.</p> <p>14 Q. And what is included, what is property,</p> <p>15 annexed property, is clearly defined within the</p> <p>16 document, correct?</p> <p>17 A. Yes.</p> <p>18 Q. Anybody who reads this contract, the master</p> <p>19 CC&Rs, would know what's included and what's not</p> <p>20 included, correct?</p> <p>21 A. Yes.</p> <p>22 Q. Just by definition, as well as the maps?</p> <p>23 A. Yes.</p> <p>24 MR. JIMMERSON: Nothing further. Thank you.</p> <p>25 MR. PECCOLE: I would like to clear this one</p>
Page 194	Page 196
<p>1 A. I don't know.</p> <p>2 MR. JIMMERSON: -- as being outside the scope</p> <p>3 of direct, cross, redirect, and assumes facts not in</p> <p>4 evidence.</p> <p>5 Q. (By Mr. Peccole) And the flood drainage,</p> <p>6 which is not a common use in the sense that those --</p> <p>7 that Mr. Jimmerson has read those paragraphs back to</p> <p>8 you dealing with that and you were agreeing, I would</p> <p>9 ask you the question, is the drainage -- the flood</p> <p>10 drainage system specifically included in the CC&Rs?</p> <p>11 A. I don't know.</p> <p>12 Q. We read it once before.</p> <p>13 A. Let's read it again.</p> <p>14 Q. You don't remember because it was too long</p> <p>15 ago?</p> <p>16 A. Yes. I remember things that are long ago.</p> <p>17 Q. Dementia.</p> <p>18 A. Yes.</p> <p>19 MR. PECCOLE: No further questions.</p> <p>20 THE WITNESS: I'm getting there, Bob. I'm</p> <p>21 almost 60.</p> <p>22 MR. JIMMERSON: Are you finished,</p> <p>23 Mr. Peccole?</p> <p>24 MR. PECCOLE: Too many basketballs.</p> <p>25 MR. JIMMERSON: I have just one question.</p>	<p>1 more time.</p> <p>2 THE WITNESS: Okay.</p> <p>3 FURTHER EXAMINATION</p> <p>4 BY MR. PECCOLE:</p> <p>5 Q. There is the real property, which is real</p> <p>6 estate, land, that was defined in Paragraph A.</p> <p>7 A. Okay.</p> <p>8 Q. And that can be annexed. We agree with that?</p> <p>9 A. Okay.</p> <p>10 Q. You go over to Paragraph B, and the use can</p> <p>11 become property -- and it says right there, capital P,</p> <p>12 property -- without being annexed. There's nothing to</p> <p>13 do with annexation.</p> <p>14 MR. JIMMERSON: I object to the question.</p> <p>15 There's no question pending.</p> <p>16 Q. (By Mr. Peccole) So you've got two parts;</p> <p>17 and every time the question is posed to you, it's posed</p> <p>18 to you only as property. You don't hear one is land,</p> <p>19 one is use.</p> <p>20 MR. JIMMERSON: I object to the question.</p> <p>21 There's no question pending. It's just a lecture by</p> <p>22 opposing counsel.</p> <p>23 MR. PECCOLE: I'm not finished yet.</p> <p>24 Q. (By Mr. Peccole) So having that in mind, do</p> <p>25 you distinguish between land and use when you talk</p>

<p style="text-align: right;">Page 197</p> <p>1 about property?</p> <p>2 A. Boy. I don't know how to answer that. I</p> <p>3 don't -- I don't -- I don't know how to answer that. I</p> <p>4 don't talk about property unless it has a use or I have</p> <p>5 some sort of thought of what it's going to be used for</p> <p>6 in my mind.</p> <p>7 When I look at raw land or I discuss raw</p> <p>8 land, there's a use in my head, or a potential use for</p> <p>9 that property that is the highest and best use for that</p> <p>10 piece of property. That's real estate.</p> <p>11 I don't know if that -- I don't know if that</p> <p>12 answers your question. I don't look at property as</p> <p>13 just property. Property doesn't have any use --</p> <p>14 property doesn't have any value unless it has a use.</p> <p>15 Okay? So I look to the property's use to define it as</p> <p>16 property. Other than that, to me it's dirt.</p> <p>17 Q. Would you ever define property as being a</p> <p>18 golf course?</p> <p>19 A. Yes. Golf course would go on dirt. Yeah.</p> <p>20 MR. PECCOLE: No further questions.</p> <p>21 FURTHER EXAMINATION</p> <p>22 BY MR. JIMMERSON:</p> <p>23 Q. And the use would be as defined by zoning,</p> <p>24 correct?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 199</p> <p>1 CERTIFICATE OF WITNESS</p> <p>2 PAGE LINE CHANGE REASON</p> <p>3 _____</p> <p>4 _____</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 * * * * *</p> <p>20 I, GREG STEVEN GOORJIAN, witness herein,</p> <p>21 do hereby certify and declare under penalty of perjury</p> <p>22 the within and foregoing transcription to be my</p> <p>23 deposition in said action; that I have read,</p> <p>24 corrected and do hereby affix my signature to said</p> <p>25 deposition.</p> <p>_____</p> <p>GREG STEVEN GOORJIAN _____</p> <p>Witness Date</p>
<p style="text-align: right;">Page 198</p> <p>1 Q. Of course.</p> <p>2 MR. JIMMERSON: Thank you. Nothing further.</p> <p>3 Mr. Goorjian, I appreciate your time, and</p> <p>4 apologize for the inconvenience that both sides have</p> <p>5 placed upon you, sir.</p> <p>6 (Deposition recessed at 1:46 p.m.)</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 200</p> <p>1 REPORTER'S CERTIFICATE</p> <p>2 STATE OF NEVADA)</p> <p>3) ss</p> <p>4 COUNTY OF CLARK)</p> <p>5</p> <p>6 I, Judith Payne Kelly, a duly certified court</p> <p>7 reporter licensed in and for the State of Nevada, do</p> <p>8 hereby certify:</p> <p>9 That I reported the taking of the deposition</p> <p>10 of the witness, GREG STEVEN GOORJIAN, at the time and</p> <p>11 place aforesaid;</p> <p>12 That prior to being examined, the witness was</p> <p>13 by me duly sworn to testify to the truth, the whole</p> <p>14 truth, and nothing but the truth;</p> <p>15 That I thereafter transcribed my shorthand</p> <p>16 notes into typewriting and that the typewritten</p> <p>17 transcript of said deposition is a complete, true</p> <p>18 and accurate record of testimony provided by the</p> <p>19 witness at said time to the best of my ability.</p> <p>20 I further certify (1) that I am not a</p> <p>21 relative, employee or independent contractor of</p> <p>22 counsel of any of the parties; nor a relative,</p> <p>23 employee or independent contractor of the parties</p> <p>24 involved in said action; nor a person financially</p> <p>25 interested in the action; nor do I have any other</p> <p>relationship with any of the parties or with counsel</p> <p>of any of the parties involved in the action that</p> <p>may reasonably cause my impartiality to be</p> <p>questioned; and (2) that transcript review pursuant</p> <p>to NRCP 30(e) was not requested.</p> <p>IN WITNESS WHEREOF, I have hereunto set my</p> <p>hand in the County of Clark, State of Nevada, this</p> <p>31st day of December, 2018.</p> <p>_____</p> <p>Judith Payne Kelly, CCR No. 539, RMR</p>

1 REPORTER'S CERTIFICATE

2 STATE OF NEVADA)
) ss
3 COUNTY OF CLARK)

4

5 I, Judith Payne Kelly, a duly certified court
reporter licensed in and for the State of Nevada, do
6 hereby certify:

7 That I reported the taking of the deposition
of the witness, GREG STEVEN GOORJIAN, at the time and
8 place aforesaid;

9 That prior to being examined, the witness was
by me duly sworn to testify to the truth, the whole
10 truth, and nothing but the truth;

11 That I thereafter transcribed my shorthand
notes into typewriting and that the typewritten
12 transcript of said deposition is a complete, true
and accurate record of testimony provided by the
13 witness at said time to the best of my ability.

14 I further certify (1) that I am not a
relative, employee or independent contractor of
15 counsel of any of the parties; nor a relative,
employee or independent contractor of the parties
16 involved in said action; nor a person financially
interested in the action; nor do I have any other
17 relationship with any of the parties or with counsel
of any of the parties involved in the action that
18 may reasonably cause my impartiality to be
questioned; and (2) that transcript review pursuant
19 to NRC 30(e) was not requested.

20 IN WITNESS WHEREOF, I have hereunto set my
hand in the County of Clark, State of Nevada, this
21 31st day of December, 2018.

22

23

24

25

Judith P. Kelly
Judith Payne Kelly, CCR No. 539, RMR



Exhibit 100

2019.01.07 Robert Summerfiled Email

LO 00003885

From: Robert Summerfield <rsummerfield@LasVegasNevada.GOV>
Date: January 7, 2019 at 5:49:44 PM PST
To: "Frank Pankratz (EHB Companies)" <frank@EHBCompanies.com>
Subject: CLV EOT Question

Frank – I wanted to reach out to you about the question you had for Steve G. in the Planning Office last week regarding an EOT related to SDR-62393. As you know, as a result of Judge Crockett’s order in Case No. A-17-752344-J, the approvals of applications GPA-62387, ZON-62392, and SDR-62393 were “vacated, set aside and shall be void.” Because there are no longer any approvals for the aforementioned applications, there is nothing for the City to extend at this time and we cannot process any application for such an extension.

I hope this answer helps as your team moves forward and please let me know if there is anything else I, or the Department, can help with.

Best – Robert

Robert Summerfield, AICP

Director
Department of Planning | Development Services Center
702-229-4856 | 702-229-6301
333 N. Rancho Dr. | Las Vegas, NV 89101



lasvegasnevada.gov



The city of Las Vegas Department of Planning offices are open Monday – Thursday from 7 AM to 5:30 PM. If you need immediate assistance during our office hours, please contact Administrative Secretary Milagros (Miles) Escuin at 702.229.1014 or mescuina@LasVegasNevada.GOV.

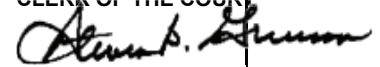
LO 00003885

1019

Exhibit 101

**2019.02.06 Judge Williams' Order Nunc Pro Tunc Regarding
Finding of Fact and Conclusion of Law Entered November 21, 2019**

LO 00003886-00003891



**NEOJ
LAW OFFICES OF KERMITT L. WATERS**

Kermitt L. Waters, Esq., Bar No. 2571
kermitt@kermittwaters.com
James J. Leavitt, Esq., Bar No. 6032
jim@kermittwaters.com
Michael A. Schneider, Esq., Bar No. 8887
michael@kermittwaters.com
Autumn L. Waters, Esq., Bar No. 8917
autumn@kermittwaters.com
704 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 733-8877
Facsimile: (702) 731-1964

HUTCHISON & STEFFEN, PLLC

Mark A. Hutchison (4639)
Joseph S. Kistler (3458)
Matthew K. Schriever (10745)
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
Telephone: 702-385-2500
Facsimile: 702-385-2086
mhutchison@hutchlegal.com
jkistler@hutchlegal.com
mschriever@hutchlegal.com

Attorneys for Plaintiff Landowners

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendant.

Case No.: A-17-758528-J
Dept. No.: XVI

**NOTICE OF ENTRY OF ORDER
NUNC PRO TUNC Regarding Findings of
Fact and Conclusion of Law Entered
November 21, 2019**

LO 00003886

Case Number: A-17-758528-J

1 **PLEASE TAKE NOTICE** that on the 6th day of February, 2019, an Order *Nunc Pro Tunc*
2 Regarding Findings of Fact and Conclusion of Law Entered November 21, 2018, was entered in the
3 above-captioned case, a copy of which is attached hereto.

4
5 Dated this 6th day of February, 2019.

6 **LAW OFFICES OF KERMITT L. WATERS**

7 By: /s/ Kermitt L. Waters
8 KERMITT L. WATERS, ESQ., NBN 2571
9 JAMES JACK LEAVITT, ESQ., NBN 6032
10 MICHAEL A. SCHNEIDER, ESQ., NBN 8887
11 AUTUMN WATERS, ESQ., NBN 8917
12 704 S. 9th Street
13 Las Vegas, NV 89101

14 *Attorneys for Plaintiff*

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of the Law Offices of Kermitt L. Waters, and
3 that on the 6th day of February, 2019, a true and correct copy of the foregoing **NOTICE OF ENTRY**
4 **OF ORDER *NUNC PRO TUNC* Regarding Findings of Fact and Conclusion of Law Entered**
5 **November 21, 2019**, was made by electronic means pursuant to EDCR 8.05(a) and 8.05(f), to be
6 electronically served through the Eighth Judicial District Court's electronic filing system, with the
7 date and time of the electronic service substituted for the date and place of deposit in the mail and
8 addressed to each of the following:

9 **McDonald Carano LLP**

10 George F. Ogilvie III
11 Debbie Leonard
12 Amanda C. Yen
13 2300 W. Sahara Ave., Suite 1200
14 Las Vegas, Nevada 89102
gogilvie@mcdonaldcarano.com
dleonard@mcdonaldcarano.com
ayen@mcdonaldcarano.com

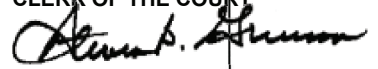
15 **Las Vegas City Attorney's Office**

16 Bradford Jerbic
17 Philip R. Byrnes
18 Seth T. Floyd
19 495 S. Main Street, 6th Floor
20 Las Vegas, Nevada 89101
pbyrnes@lasvegasnevada.gov
sfloyd@lasvegasnevada.gov

21 **Pisanelli Bice, PLLC**

22 Todd L. Bice, Esq.
23 Dustun H. Holmes, Esq.
24 400 S. 7th Street
25 Las Vegas, Nevada 89101
tlb@pisanellibice.com
dhh@pisanellibice.com

26 /s/ Evelyn Washington
27 An Employee of the Law Offices of Kermitt L. Waters
28



**ONPT
LAW OFFICES OF KERMITT L. WATERS**

Kermitt L. Waters, Esq., Bar No. 2571
kermitt@kermittwaters.com
James J. Leavitt, Esq., Bar No. 6032
jim@kermittwaters.com
Michael A. Schneider, Esq., Bar No. 8887
michael@kermittwaters.com
Autumn L. Waters, Esq., Bar No. 8917
autumn@kermittwaters.com
704 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 733-8877
Facsimile: (702) 731-1964

HUTCHISON & STEFFEN, PLLC

Mark A. Hutchison (4639)
Joseph S. Kistler (3458)
Matthew K. Schriever (10745)
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
Telephone: 702-385-2500
Facsimile: 702-385-2086
mhutchison@hutchlegal.com
jkistler@hutchlegal.com
mschriever@hutchlegal.com

Attorneys for Plaintiff Landowners

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendant.

Case No.: A-17-758528-J
Dept. No.: XVI

**ORDER NUNC PRO TUNC
Regarding Findings of Fact and
Conclusion of Law Entered
November 21, 2018**

Hearing Date: January 17, 2019
Hearing Time: 9:00 a.m.

01-29-19A10:51 RCVD

LO 00003889

ORDER NUNC PRO TUNC
Regarding Findings of Fact and Conclusions of Law Entered November 21, 2018

Plaintiff, 180 LAND COMPANY, LLC ("Plaintiff" and/or "Landowner") Request for Rehearing/Reconsideration of Order/Judgment Dismissing Inverse Condemnation Claims and the City of Las Vegas' Motion to Strike Plaintiffs' Motion for Summary Judgment on Liability For the Landowners' Inverse Condemnation Claims On Order Shortening Time and the Intervenor's Joinder thereto having come for hearing on January 17, 2019 at 9:00 a.m. in Department XVI of the Eighth Judicial District Court, Kermitt L. Waters, Esq., James J. Leavitt, Esq., and Mark Hutchison, Esq., appearing for and on behalf of the Plaintiff, George F. Ogilvie III Esq., and Debbie Leonard, Esq., appearing for and on behalf of Defendant, the City of Las Vegas, and Dustun H. Holmes, Esq., appearing for and on behalf of Intervenor. The Court having read all the papers filed by the parties and good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED and DECREED that Plaintiff Landowners' Request for Rehearing/Reconsideration of Order/Judgment Dismissing Inverse Condemnation Claims filed on December 11, 2018, is GRANTED, as this Court had no intention of making any findings of fact, conclusions of law or orders regarding the Landowners' severed inverse condemnation claims as part of the Findings of Fact and Conclusions of Law entered on November 21, 2018, ("FFCL"). Accordingly, as stated at the hearing on January 17, 2019, the findings, conclusions and order set forth at page 23:4-20 and page 24:4-5 of the FFCL are hereby removed *nunc pro tunc*.

IT IS HEREBY FURTHER ORDERED, ADJUDGED and DECREED that Defendant, City of Las Vegas' Motion to Strike Plaintiffs' Motion for Summary Judgment on Liability For the Landowners' Inverse Condemnation Claims On Order Shortening Time filed on December 21, 2018, and the Joinder thereto is DENIED AS MOOT.

IT IS SO ORDERED.

DATED this 5th day of January, 2019.


DISTRICT COURT JUDGE


Respectfully Submitted By:

LAW OFFICES OF KERRITT L. WATERS

By: 

KERRITT L. WATERS, ESQ., NBN 2571
JAMES JACK LEAVITT, ESQ., NBN 6032
MICHAEL A. SCHNEIDER, ESQ., NBN 8887
AUTUMN WATERS, ESQ., NBN 8917
704 S. 9th Street
Las Vegas, NV 89101

Attorneys for Plaintiff

Reviewed and Approved By:

McDonald Carano LLP

By: Declined to Sign

George F. Ogilvie III, Esq., NBN 3552
Debbie Leonard, Esq., NBN 8260
Amanda C. Yen, Esq., NBN 9726
2300 W. Sahara Ave, Suite 1200
Las Vegas, NV 89102

Attorneys for Defendant, City of Las Vegas

PISANELLI BICE PLLC

By: None Responsive

Todd L. Bice, Esq., NBN 4534
Dustun H. Holmes, Esq., NBN 12776
Kirill V. Mikhaylov, Esq., NBN 13538
400 South 7th Street, Suite 300
Las Vegas, NV 89101

Attorneys for Intervenor

Exhibit 102

2019.02.15 Judge Sturman's Minute Order re Motion to Dismiss

LO 00003892

Other Judicial Review/Appeal

COURT MINUTES

February 15, 2019

A-18-775804-J 180 Land Company LLC, Petitioner(s)
vs.
Las Vegas City of, Respondent(s)

February 15, 2019 03:00 AM All Pending Motions

HEARD BY: Sturman, Gloria COURTROOM:

COURT CLERK: Shell, Lorna

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

This matter came on for argument on January 15, 2019 on the Motion to Dismiss filed by the City of Las Vegas (City) and Opposition/Counter motions to allow a More Definite Statement/ or for Stay/ and/or for NRCP 56(f) relief filed by Plaintiff 180 Land Co. (Landowner), supplemental briefing having been provided by the parties and the matter having been taken under advisement COURT HEREBY FINDS as follows:

COURT ORDERED, City's Motion to Dismiss GRANTED IN PART as to the Petition for Judicial Review only on the grounds of issue preclusion; Judge Crockett having decided the same issue in his Order issued in A-17-752344 and as that decision is currently on appeal, the dismissal herein is WITHOUT PREJUDICE should that decision be overturned.

COURT FURTHER ORDERED, Landowner's Countermotion for a More Definite Statement and/or for Stay and/or 56(f) relief DENIED AS MOOT as to the Petition for Judicial Review; however, the Complaint on file herein states alternative claims for Inverse Condemnation which may proceed in the ordinary course.

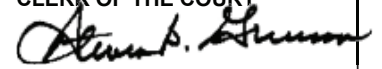
Counsel for the City shall prepare an Order in accordance with this minute order and provide counsel for the Landowner an opportunity to review for form and content, within 30 days from this date.

CLERK'S NOTE: A copy of this minute order was e-mailed, mailed, or faxed as follows: James Leavitt, Esq. (Jim@kermittwaters.com) and George Ogilvie, Esq. (gogilvie@mcdonaldcarano.com) ./ls 02-15-19

Exhibit 103

2019.01.23 Judge Bixleer's Transcript of Proceedings

LO 00003893-00003924



TRAN

DISTRICT COURT

CLARK COUNTY, NEVADA

* * * * *

FORE STARS, LTD., SEVENTY)	
ACRES, LLC,)	CASE NO. A-18-773268
)	
Plaintiffs,)	
)	DEPT. NO. SENIOR JUDGES
vs.)	
)	
CITY OF LAS VEGAS, STATE OF)	Transcript of Proceedings
NEVADA EX REL EIGHTH JUDICIAL)	
DISTRICT COURT, DEPT. 24,)	
COUNTY OF CLARK,)	
)	
Defendants.)	

BEFORE THE HONORABLE JAMES BIXLER, SENIOR DISTRICT COURT JUDGE

ALL PENDING MOTIONS

WEDNESDAY, JANUARY 23, 2019

APPEARANCES:

For the Plaintiffs:	JAMES J. LEAVITT, ESQ.
	KERMITT L. WATERS, ESQ.
	AUTUMN L. WATERS, ESQ.
For the State:	STEVEN G. SHEVORSKI, ESQ.
	THERESA M. HAAR, ESQ.
For the City:	GEORGE F. OGILVIE, ESQ.
	DEBBIE LEONARD, ESQ.
	PHILIP BYRNES, ESQ.

RECORDED BY:	PATTI SLATTERY, DISTRICT COURT
TRANSCRIBED BY:	KRISTEN LUNKWITZ

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

1 WEDNESDAY, JANUARY 23, 2019 AT 12:59 P.M.
2
3 THE COURT: This is -- everybody, have a seat.
4 Relax.
5 MR. SHEVORSKI: Good afternoon, Your Honor.
6 THE COURT: Good afternoon. Are we on the record?
7 THE COURT RECORDER: Yes. We are, Your Honor.
8 THE COURT: Okay. We're on the record in the
9 matter of *Fore Stars, Limited, Seventy Acres, LLC, versus*
10 *City of Las Vegas, Eighth Judicial District Court,*
11 *Honorable Judge Crockett.* This is case number A-18-773268.
12 Would everybody identify themselves for the record, please?
13 MR. SHEVORSKI: I'll go first.
14 MR. OGILVIE: Go ahead.
15 MR. SHEVORSKI: Good afternoon again, Your Honor.
16 Steven Shevorski of the Office of the Attorney General,
17 with my colleague Theresa Haar, also of the Office of the
18 Attorney General, representing the Eighth Judicial District
19 Court, Department 24.
20 THE COURT: Perfect.
21 MS. LEONARD: Good afternoon, Your Honor. Debbie
22 Leonard, of McDonald Carano, representing the City of Las
23 Vegas.
24 THE COURT: Heard.
25 MR. OGILVIE: Hi, Your Honor. George Ogilvie,

1 representing the City of Las Vegas. Also, on behalf of the
2 City of Las Vegas with us today is Mr. Philip Byrnes from
3 the City Attorney's Office.

4 THE COURT: Perfect.

5 Good afternoon, Your Honor. James J. Leavitt on
6 behalf of Fore Star, Limited, and Seventy Acre, LLC, the
7 landowners.

8 THE COURT: Heard.

9 MR. WATERS: Kermitt Waters on behalf of Fore
10 Stars, Your Honor.

11 MS. WATERS: And Autumn Waters, also here on
12 behalf of the landowners, Your Honor.

13 THE COURT: Okay. A couple things real quick
14 before we get into anything substantive. Due to the nature
15 of this case and the parties in name -- and this case has
16 been bumped around quite a few departments. They either --
17 in the District Court, they either recused themselves or
18 precluded by one of you guys, I think. Or one or two of
19 them got preempted by somebody, one of the parties.

20 In any event, this ended up over in the Senior
21 Judge Department and when I came to look at it, I indicated
22 that I thought I could hear this matter and be fair and
23 impartial to everybody. Now, some of you folks I've known
24 for 30, 40 years. I've certainly known Judge Crockett for
25 a period of time as a trial attorney and I think he tried

1 at least two or three cases in front of me while I was on
2 the District Court bench. In any event, the Senior Judge
3 program is not part of the Eighth Judicial District Court,
4 let me make that clear. We are part of the Senior Judge
5 program on the Supreme Court.

6 So, if there's anybody that has a problem with me
7 hearing this case, you should speak now or you're probably
8 going to be stuck with me. If you do have a problem with
9 me hearing it, I think the only alternative left is to get
10 somebody from Northern Nevada, either Reno or one of the
11 counties would have to designate somebody.

12 So, that's my first question. Does anybody have a
13 problem with me hearing this case?

14 MR. OGILVIE: Not on behalf of the City, Your
15 Honor.

16 MR. SHEVORSKI: Not on behalf of the Eighth
17 Judicial District Court, Your Honor.

18 MR. WATERS: May we have a couple minutes, Your
19 Honor?

20 THE COURT: Absolutely. Absolutely.

21 MR. WATERS: Yeah. Thank you, Your Honor.

22 THE COURT: We can go off the record.

23 [Case trailed at 1:02 p.m.]

24 [Hearing resumed at 1:07 p.m.]

25 THE COURT: We're back on the record.

1 MR. WATERS: Yes, Your Honor. We're ready.

2 THE COURT RECORDER: We're back on the record,
3 Your Honor.

4 THE COURT: All right. We're on the record. Yes,
5 sir, Mr. Waters?

6 MS. WATERS: Your Honor, because its bounced
7 around in several departments, we're at a point now where
8 the clients don't know what to do. We -- if you feel
9 comfortable with it and you think you can be honest and be
10 impartial to this matter, we'll go with you. If you have
11 any inclinations on it, we'd like to go to Reno. So, I'm
12 going to have to let you tell us what you really think.

13 THE COURT: I wouldn't be sitting here if I
14 thought there was any problem. If I was going to have any
15 issues about being fair and impartial to everybody on this
16 case, --

17 MR. WEAVER: All right.

18 THE COURT: -- I would have declined immediately.

19 MR. WEAVER: Very good, Your Honor. Then we'd go
20 forward.

21 THE COURT: Okay. All right. So, what the Court
22 has before it are Motions to Dismiss. The City's got a
23 Motion to Dismiss and the State has a Motion to Dismiss as
24 to Judge Crockett and the Eighth Judicial District Court.
25 I've read the exhaustive briefs that have been filed and,

1 to be perfectly honest with you guys, and this is just how
2 I've always operated my court, unless you have something
3 new to add to your briefs, I am -- with the exception of a
4 couple questions that I have, but I'm basically ready to
5 rule.

6 So, since it's the State and the City's Motions,
7 State of Nevada, do you have anything you want to add to
8 your existing briefs?

9 MR. SHEVORSKI: I'd answer that same -- the
10 question the way I'd answer it to Stew Bell when he
11 proposed it to me: No.

12 THE COURT: Does the City have any additions to
13 their briefs that they filed? New information.

14 MR. OGILVIE: I don't have any new arguments, Your
15 Honor.

16 THE COURT: Well, I'm going to ask the question
17 for you guys in just a sec.

18 MR. OGILVIE: Okay. I do want to make a
19 preliminary objection and a Motion to Strike the filings
20 that were submitted by the developer on January 16th. And
21 those are -- actually, January 17th. And those are
22 specifically the Plaintiff Landowners' Request to take
23 Judicial Notice of City's Passage of Ordinance 2018-24 and
24 the four volumes of the Appendix that were submitted
25 therewith on the basis that this is a Motion to Dismiss.

1 Motions to Dismiss are not decided -- or extraneous
2 evidence is not considered on a Motion to Dismiss. This
3 specifically is evidence of a -- an action taken by the
4 City subsequent to the filing of this Complaint and
5 therefore can't be in any way supportive of the claims that
6 are pleaded in this Complaint. And, therefore, we seek to
7 -- we object to them and seek to strike them.

8 THE COURT: All right. Let me rule on the
9 underlying motions and I'll come back to that.

10 Do you have anything to add to your briefs that is
11 --

12 MR. LEAVITT: Your Honor, if I may?

13 THE COURT: Show me.

14 MR. LEAVITT: Will I have an opportunity to
15 respond to the Motion to Strike later on, after --

16 THE COURT: Yeah.

17 MR. LEAVITT: Okay. Because we do want to have an
18 opportunity to respond to that.

19 Your Honor, something happened last week, which we
20 think is critically important to the decision before you
21 right now is, as you're aware, there's four other cases
22 that are pending, which are kind of related to one another.
23 There's this whole 250-acre property and there's a 17-acre
24 property that's part of that, a 35-acre property, a 133-
25 acre property, and a 65-acre property. We have a pending

1 inverse condemnation claim on the 35-acre property case,
2 which is before Judge Williams. And there was an issue of
3 whether the 35-acre inverse condemnation Complaint against
4 the City of Las Vegas should be dismissed or not before
5 Judge Williams. And Judge Williams denied that request to
6 dismiss the --

7 THE COURT: He just separated them.

8 MR. LEAVITT: Absolutely. You're right. That was
9 early on. That was some time ago --

10 THE COURT: Okay.

11 MR. LEAVITT: -- which is relevant to the judicial
12 taking and I can talk about that if you'd like me to, Your
13 Honor. But, yes, he separated those two issues out. He
14 had a trial on the Petition for Judicial Review and, then,
15 the stayed the inverse condemnation claims. Well, when the
16 Findings of Facts and Conclusions of Law came down in the
17 Petition for Judicial Review case, there were four findings
18 but, at the end of that, dismissing the inverse
19 condemnation claim. And we filed a motion with Judge
20 Williams and said: Hey, that should have never been there.
21 Judge Williams agreed and removed those four findings non
22 pro tunc, meaning that the inverse condemnation claims
23 would move forward. And we currently have, pending in
24 front of him, a Motion for Summary Judgment.

25 Why is that so relevant here today? Because the

1 16 volumes that exist in this case are actually being
2 reviewed by Judge Williams in the 35-acre case in the
3 context of a Motion for Summary Judgment where the merits
4 are actually going to be presented to him and he's got to
5 make a decision based upon the facts of the case on whether
6 there's actually been a taking in the 35-acre case or not,
7 based upon those same exact 16 volumes that appear before
8 you here today.

9 So, our position would be: Judge, hold on a
10 minute. Let's just wait a minute here. Let's not dismiss
11 the landowners' claims. Let's let Judge Williams make a
12 decision on the actual merits of this case, which is the
13 underlying policy in the state of Nevada to have cases hear
14 on the merits whenever possible. We know it's possible to
15 hear these cases on the merits because we have the facts in
16 16 volumes and we know where -- it's possible because Judge
17 Williams is going to do it in the 35-acre case.

18 Here's the problem. Let's suppose Judge Williams
19 reviews the same exact facts that exist before you here
20 today on the 16 volumes and he says: I believe there's
21 been a taking. And that's the procedure that the Nevada
22 Supreme Court requires, is the judge makes the
23 determination based upon the complex facts of whether
24 there's been a taking or not. And he finds a taking under
25 these 16 volumes. And, then, today, if you dismiss our

1 Complaint against the City of Las Vegas, which is based
2 upon those same set of facts, we're going to have one case
3 where a judge actually heard the case on the merits and
4 found a taking and, then, where one judge wouldn't allow
5 the case to be heard on the merits and dismissed it. And
6 now we're going to have to come back before you and we're
7 going to say: Hold on a minute, Judge, we have another
8 court over here where the City's a party, we're a party,
9 same set of facts where there's been a taking. So --

10 THE COURT: It wouldn't be the first time.

11 MR. LEAVITT: What's that?

12 THE COURT: It wouldn't be the first time --

13 MR. LEAVITT: Understood. But --

14 THE COURT: -- that scenario has occurred. Those
15 HOA foreclosure cases, there were decisions are all over
16 the place.

17 MR. LEAVITT: I recall that. But this case is
18 different because we have the same exact parties. And
19 we're talking about the same exact -- I mean, this was
20 Exhibit 1 to our brief, Your Honor -- our Appendix, is
21 these properties are right next to each other. This is the
22 35-acre case that Judge Williams is going to hear the
23 issues on. So, our position is let's stay on this matter.
24 I mean, there's a policy in the state of Nevada -- well,
25 there's a case, the *Laughlin versus Silver City Shopping*

1 Center [phonetic] case where the Nevada Supreme Court said
2 if you have -- well, they cited the case law to Colorado
3 where they said if you have two cases where the facts and
4 issues are substantially similar, then you should stay the
5 cases that follow behind the one that was filed first until
6 the one that's filed first is decided on the merits. And
7 the Judge Williams case has the lowest case. Sorry.

8 THE COURT: Here's the deal.

9 MR. LEAVITT: Okay.

10 THE COURT: These are the questions that I have.

11 MR. LEAVITT: Sure.

12 THE COURT: Judge Crockett's case, the Order that
13 was generated out of that judicial review is on appeal.

14 MR. LEAVITT: Yes.

15 THE COURT: Okay. What is the status of the deal?

16 MR. LEAVITT: Currently pending right now --
17 currently, Your Honor, the landowner has filed the opening
18 brief. That was my second argument that I was going to say
19 why this matter should be stayed, is that issue has been
20 filed and I got the appellate brief right here. The
21 appellate brief was filed November 6th -- I'm sorry. Yeah.
22 The opening brief, appellant's opening brief, was filed
23 November 6th, 2018.

24 THE COURT: Okay.

25 MR. LEAVITT: I assume, very shortly, the brief in

1 Opposition is going to be filed, then the Reply brief is
2 going to be filed. We're probably going to have it --
3 February 12th, Your Honor.

4 THE COURT: Yeah.

5 MR. LEAVITT: There's going to be the opposing
6 brief. Then March 12th, I'm assuming the Reply brief.

7 THE COURT: Here is my first question. This
8 argument -- and I think it's more properly a question to
9 you guys.

10 MR. LEAVITT: Okay.

11 THE COURT: This argument that you make in regards
12 to the judicial taking that the order that Judge Crockett
13 entered in that case, that just basically said this was a
14 property designated as a PRO5 --

15 MR. LEAVITT: PROS.

16 THE COURT: -- PROS, which requires a major
17 modification --

18 MR. LEAVITT: Correct.

19 THE COURT: -- application. And there wasn't one.
20 So, you've got to go back and go through the process of a
21 major modification. So, my question is, if the Supreme
22 Court says -- overturns that ruling of Judge Crockett, what
23 happens in that case? Say that case gets -- first of all,
24 I can foresee a whole multitude of rulings. Do you
25 anticipate arguing judicial or inverse of taking occurs as

1 a result of this order in front of the Supreme Court?

2 MR. LEAVITT: Yes, Your Honor.

3 THE COURT: And are you going to be arguing the
4 concept of judicial taking in conjunction with all those
5 other claims?

6 MR. LEAVITT: No. The -- well, no. The point at
7 issue of whether there's been a judicial taking by the
8 Crockett Order is up at the Nevada Supreme Court right now.

9 THE COURT: I know.

10 MR. LEAVITT: Yeah.

11 THE COURT: And I'm just saying that you're going
12 to argue that. Right?

13 MR. LEAVITT: Yes.

14 THE COURT: Okay. Now, two scenarios. They deny
15 it. They say his ruling was proper and there was a
16 designation on the property zone and why is that require a
17 major application and they sustain his ruling.

18 MR. LEAVITT: Correct.

19 THE COURT: What does that do? What happens?

20 MR. LEAVITT: Then, of course, that would be part
21 of the judicial taking.

22 THE COURT: What does it do to the issues in this
23 case?

24 MR. LEAVITT: Well, that's a different issue. Let
25 me -- the question is different now because, also pending

1 before the Nevada Supreme Court is the proper venue for
2 that judicial taking issue. The Nevada -- in front of the
3 Nevada Supreme Court, we've argued: Hey, the venue should
4 be here before the State Court. But we raised that issue
5 in front of the Nevada Supreme Court just to preserve that
6 and make sure that we did not waive it and I'll tell you
7 why in just a moment. Because, in the *Stop the Beach* case,
8 the justices there essentially said there's three places
9 where you could bring this claim. Justice Scalia said you
10 should bring it in the original case, which is the Judge
11 Crockett case, which is up on appeal right now, which is
12 why we plead that in the first instance in front of the
13 Nevada Supreme Court. The problem with that is that that
14 case is a Petition for Judicial Review. And the Nevada
15 Supreme Court in the *Kay v. Nunez* case said you cannot
16 bring independent claims other than the Petition for
17 Judicial Review in that case. So, that's the problem with
18 bringing it there. But we said we're bringing it here just
19 to make sure we did not waive it.

20 Then, Justice Scalia said: Well, another place
21 you could bring it is in the first instance is in Federal
22 Court. The problem with bringing it in Federal Court is
23 the United States Supreme Court in the *Williamson County*
24 case said that you cannot bring an inverse condemnation
25 claim from a state in the first instance in Federal Court.

1 You first have to run it through the State Court process,
2 get a final decision, and then you can bring it in Federal
3 Court. So, the only place we have to bring it is here.

4 So, that -- I think the better question is:
5 What's the Nevada Supreme Court going to decide as far as
6 venue is concerned? Should the judicial taking issue be
7 here or should it be in the first instance and before the
8 Nevada Supreme Court, even though that's a Petition for
9 Judicial Review case? That's why we say: Hold on, let's
10 put the brakes on this. Let's stay it. Let's see what the
11 Nevada Supreme Court says about that venue issue. They may
12 not even get to the issue of a judicial taking because they
13 may say: This is properly before Judge Bixler and he's the
14 one who has to decide the judicial taking issue. So,
15 that's the first issue.

16 The second issue would be what if the Nevada
17 Supreme Court finds that Judge Crockett was correct in its
18 Order? Then we would say: Well, that's great but we want
19 you to now find that the upholding of the Judge Crockett
20 Order is in fact another step in the judicial taking, that
21 that is indeed a judicial taking. You see the difficulty
22 with that is the Nevada Supreme -- is the Nevada Supreme
23 Court is going to uphold a decision by Judge Crockett and,
24 then, have to feign -- have to make it a finding that that
25 decision is a part of a judicial taking.

1 Now, that issue went before the Florida Supreme
2 Court, that same issue. And, then, what the landowner did
3 there is he took a sur petition up to the United States
4 Supreme Court and asked the United States Supreme Court to
5 find that the Florida Supreme Court's decision was indeed a
6 judicial taking. And that issue is what the one that's
7 presented to the United States Supreme Court in the *Stop*
8 *the Beach* case. And that's where they recognized this
9 claim of a judicial taking.

10 So, that's a long way to answer your question,
11 Your Honor. I hope I answered it. If you want any more
12 clarification, I could do it.

13 THE COURT: Well, that's if they affirm. Or just
14 take it the other side. So, the Supreme Court reverses the
15 ruling.

16 MR. LEAVITT: Correct.

17 THE COURT: So -- and what happens at that point
18 in your case? What do you do as a result of that?

19 MR. LEAVITT: Okay.

20 THE COURT: Is it a possibility that the Supreme
21 Court can say, under the circumstances, when there was no -
22 - this is one of the scenarios that I conjured up in my
23 mind, that they could say: Look, there is question marks
24 all around how this property got moved from a RPD-7, which
25 is residential density seven per blah, blah, blah, how did

1 it get moved from that kind of a hard zone to a designation
2 of the PROS or whatever its name?

3 MS. WATERS: Right.

4 THE COURT: How did it happen? I don't know.
5 Nobody has an explanation of how that happened.

6 MR. LEAVITT: Correct.

7 THE COURT: And that is a fact that needs to be
8 determined how it happened. Was it done properly or was it
9 done improperly? If it was done improperly, what effect
10 does that have? Does that mean that the other designated
11 with a residential seven perimeter would still apply and
12 the State's approval of the application should have been
13 granted and it was properly granted and the development
14 should have been allowed to proceed? Is that a
15 possibility?

16 MR. LEAVITT: Absolutely, Your Honor. And, under
17 that scenario, the United States Supreme Court addressed
18 that very issue in the *Stop the Beach* case. The United
19 States Supreme Court addressed that very issue in the *Lucas*
20 *versus South Carolina Coastal Commission* [sic] case. And
21 what the United States Supreme Court said is that if we
22 find that there's a taking as a result of those actions in
23 those cases, whether it's a judicial taking or the
24 government adopts a regulation, and then the government
25 decides, well, hold on a minute, we don't want to pay for

1 that so we're going to reverse our regulation or, in this
2 case, the Crockett Order is reversed, then the United
3 States Supreme Court said then there would be a temporary
4 taking --

5 THE COURT: Right.

6 MR. LEAVITT: -- of the property. Because what's
7 happened here is there was an approval and the landowner
8 was ready to build. And the Crockett order came in and
9 once the Crockett order came in, the City of Las Vegas said
10 you're not getting anything else now.

11 THE COURT: Well, okay. It --

12 MR. LEAVITT: So, the --

13 THE COURT: Even though that scenario --

14 MR. LEAVITT: Yeah.

15 THE COURT: -- it would be properly designated at
16 least, at least a temporary taking. That's -- in the big
17 picture, that doesn't really solve crap. But I understand
18 your position.

19 Let me move over here. Now I have to ask you
20 guys, I want you to give me an analysis on both sides of
21 this. I want you guys to tell me what's the State's
22 position if the Supreme Court affirms Judge Crockett's
23 ruling? How does that affect your position?

24 MR. SHEVORSKI: Thank you, Your Honor.

25 If the State Court, if the Nevada Supreme Court

1 affirms Judge Crockett, what happens is precisely what
2 happened in *Stop the Beach* where the only -- where the
3 judge -- the eight justices actually could agree, is that
4 the plaintiff didn't, within its bundle of rights, hold the
5 thing that he thought he held. In that instance, if you
6 recall from *Stop the Beach*, there was an organization of
7 landowners who were saying that the state of Florida, by
8 adding material that -- to areas that were previously
9 submerged, had taken the beach -- the adjacent beach
10 owner's rights.

11 Well, in the portions of the *Stop the Beach*
12 decision where the justices actually could agree -- and I'm
13 mainly talking about, I believe it's part 4 in the opinion
14 where they actually could agree, they analyzed state law
15 and said that the Florida Supreme Court got it right, you
16 don't have this right and, therefore, the 14th Amendment and
17 the 5th Amendment are defended. We don't even have to reach
18 the taking because as Justice Scalia would like to say:
19 It's not part of your bundle of sticks.

20 And, so, if the Court -- if the Supreme Court
21 affirms Judge Crockett, all that means is that it's not
22 part of their bundle of sticks, what they were fighting
23 for, and they couldn't have had, to quote Justice Scalia
24 again in the *Lucas* decision where poor Mr. Lucas couldn't
25 develop his beachfront property: It wasn't part of your

1 reasonable investment back expectations because it's not
2 part of your right. It's not part of the sticks if that
3 gets affirmed.

4 Now --

5 THE COURT: If it doesn't, if it gets overturned.

6 MR. SHEVORSKI: If it gets overturned is the more
7 important question but, actually, is quite easy to resolve.
8 I -- and I -- you don't use that to be flip. But I think
9 it's quite easy to resolve under Justice Rehnquist's
10 opinion in the *First Lutheran* decision. And, so, in that -
11 -

12 THE COURT: You know that if this -- if Judge
13 Crockett's decision gets overturned, he's not going to be
14 able to hear any of that case -- I mean this case. That
15 case, that judicial review, I am quite sure he will be
16 recused.

17 MR. SHEVORSKI: I'm sure it will be, Your Honor.

18 THE COURT: All right.

19 MR. SHEVORSKI: But what we're here to talk about
20 is what possible liability could the Department 24, in its
21 official capacity as an arm of the judicial branch, have if
22 Judge Crockett's decision is overturned and disagreed with?

23 THE COURT: It was sort of -- if it's overturned,
24 it's your position that a Motion to Dismiss you out would
25 be automatic.

1 MR. SHEVORSKI: Absolutely. And it -- because it
2 doesn't matter, either way. And Judge Rehnquist in *First*
3 *Lutheran* was quite clear about this.

4 If you recall in *First Lutheran*, it was once again
5 this troublesome problem where courts are struggling with
6 regulations to deal with flooding. And, in that instance,
7 there was a temporary interim order from the state of
8 California that prohibited a property owner from building
9 anything in a particular area. And the Court was
10 confronted with a problem in the 1970s from the in -- that
11 was unique to the benighted state of California where I'm
12 from. And, in that instance, there was a California
13 Supreme Court decision that said: Well, if you want to sue
14 for a regulatory taking, what you have to do is you have to
15 go to court first and seek a declaration that the
16 regulation is too onerous.

17 And what Justice Rehnquist did is say: No, that's
18 silly. If there has been a final action that has excluded
19 -- taken away one of your sticks for a [indiscernible] the
20 right of exclusion or the right to make any use whatsoever
21 on your property, it doesn't -- you don't need to wait.
22 The 5th Amendment protects you at that point. And, so,
23 dealing with very specific facts, dealing with a very
24 unique problem that was brought on by this California
25 Supreme Court in the '70s, Justice Rehnquist said: You

1 have a taking right there.

2 And it's no different from the problem that was
3 confronting the United States Supreme Court in the 1940s
4 dealing where the United -- where the government of the
5 United States during the war years would temporarily
6 garrison troops somewhere or temporarily use a factory.
7 The fact that the United States would take its troops off
8 the property or stop using the factory doesn't mean that
9 there wasn't a taking.

10 Now, contrast that to what has happened here. A
11 District Court Order can never take away one of the bundle
12 of sticks, ever. The only way it could possibly do that is
13 if the plaintiffs themselves were to make it final by not
14 appealing. If the plaintiffs themselves -- but the Order
15 itself doesn't do that. It is subject to revision; it's
16 subject to appeal.

17 THE COURT: Okay. You're beginning to argue your
18 brief.

19 MR. SHEVORSKI: Okay. I -- so, what the -- and
20 the important part of Justice Rehnquist's opinion, just to
21 go back to *First Lutheran*, is he distinguished the ordinary
22 hurly burly of zoning fights and said: We're not -- no one
23 thinks those are takings. If you're in a temporary fight
24 with -- about your zoning problem and you may or you may
25 not be proven right but, during that process, that's not a

1 taking. What we're here talking about in *First Lutheran* is
2 where you have this very specific problem in California and
3 a final action has prohibited you from making any economic
4 use of your property whatsoever. And the fact that it
5 later gets taken away doesn't matter. That's not the case
6 here and it would never be so with a State Court Order.

7 THE COURT: At some point, I think I will
8 probably, hopefully -- I don't know. Maybe not be as
9 conversive on this subject as you are. But, at this point,
10 I'm actually not. But you do understand that if the
11 Supreme Court overturns the Crockett ruling, you're still
12 not getting out of this case because there's still going to
13 be a temporary taking argument that you're going to have to
14 answer.

15 MR. SHEVORSKI: I'm happy to answer it then; I'm
16 happy to answer it now.

17 THE COURT: Yeah. Does the City have some input
18 in regards to what your opinion as to what effect the
19 rulings of the Supreme Court on the Crockett holding would
20 have on your position? That if they affirm the Crockett
21 ruling, do you -- how do you see that affecting your case?

22 MR. OGILVIE: This case gets dismissed. That case
23 decides every issue before this Court.

24 THE COURT: I don't necessarily disagree.
25 Assuming that they overturn it, what happens?

1 MR. OGILVIE: Then, the --

2 THE COURT: They could do a multitude of --

3 MR. OGILVIE: They could. They could. They could
4 remand it for further findings.

5 But under the two most clean-cut decisions,
6 affirmance, or flat out reversal -- I've already said what
7 affirmance means. It means every issue before this Court
8 is decided and this case gets dismissed.

9 On the other hand, if it gets reversed, it's
10 almost as simple. The land use applications that were
11 approved, mind you, Your Honor, approved. So, there isn't
12 a taking by the City.

13 THE COURT: I hear you.

14 MR. OGILVIE: The land use applications that were
15 approved the City that was reversed by Judge Crockett are
16 reinstituted. The approval is reinstituted and the
17 developer stands where it stood prior to the Crockett
18 order.

19 THE COURT: You think that there is a distinct
20 possibility that if the Court reverses Judge Crockett's
21 ruling that they might take a step that says: Look, they
22 came in -- they came in and they went through that process
23 before the City and all this was approved and the zoning
24 issue wasn't mandated or was complied with and the City
25 approved it properly, so give them the -- let them proceed

1 with their development? Is that a possibility?

2 MR. OGILVIE: Well, that's what I'm saying is the
3 most clear-cut reversal is saying: Judge Crockett, you're
4 wrong, there wasn't a major modification necessary for
5 these land use applications to be approved so you're wrong.
6 And you go back to the status quo ante, which is what the
7 status quo was prior to Judge Crockett issuing this order,
8 which means that the City had approved those land use
9 applications.

10 THE COURT: I -- the only reason I don't think
11 that that's very realistic is because, apparently, at the
12 time of this matter, at least got in front of Judge
13 Crockett on a judicial review. Apparently, some mysterious
14 form or fashion, the zoning on the property had gone from
15 RPD-7 to a PR05.

16 MR. OGILVIE: Well, let's -- let me clarify that.
17 Because I don't think there's really any dispute in what
18 I'm going to say. So, the zoning is RPD-7. That's the --
19 and it has been RPD-7, not --

20 THE COURT: It's always been the City's position.
21 I mean, that's always been the City's position. And -- but
22 --

23 MR. OGILVIE: There is a land use designation, a
24 general plan designation of parks, recreation, and open
25 space. That's what PROS stands for.

1 THE COURT: But how --

2 MR. OGILVIE: Overlaying all of the zoning, there
3 is this designation of PROS. So, it's always, since 1989 -
4 -

5 THE COURT: For the entire 250 acres?

6 MR. OGILVIE: Yes.

7 THE COURT: Or just the --

8 MR. OGILVIE: For the entire 250 acres. It's
9 always been the same since 1989, 1990.

10 THE COURT: Well, when did the RPD-7 zone --
11 that's referred to as a hard-zoning designation. When did
12 that occur? At what point from 1986 until -- I mean, there
13 were confirmations -- you know what? Here. You know what?
14 We're going to get off in the weeds here. Here's the deal.
15 I think --

16 MR. OGILVIE: Let me just -- let me answer the
17 question by saying at all times relevant to this dispute.

18 THE COURT: Okay. Here's the deal. I don't think
19 there's anybody in this room that doesn't agree the Supreme
20 Court case, pending appeal of the judicial review, has the
21 potential for major impact on this litigation. And I don't
22 know how anybody can -- in fact, maybe everybody does
23 agree, I don't know how anybody thinks that we can proceed
24 in any form or fashion with this litigation until that
25 appeal has been heard and determined. I mean, to me, it

1 just seems completely crazy to even think that we can
2 proceed in any fashion with this litigation until they
3 rule. That's what this is -- that's what this is kind of
4 all about.

5 So, here's the deal. I am going to stay this
6 proceeding. Now, I have to be honest with you, I was
7 toying with the idea that -- the argument by the landowners
8 here, as it applies to the Crockett decision and the Eighth
9 Judicial District Court, has been made based upon an
10 assumption that the Court Order is in effect and will be
11 sustained by the Supreme Court. Personally, I kind of
12 doubt that's going to happen. But, the point is, their
13 position and their argument has been kind of based upon the
14 fact that this Order is valid and existing and is
15 constituting a taking. And I don't know that I necessarily
16 agree with that under the circumstances for a variety of
17 reasons. But I was toying with the possibility of outright
18 dismissing that part of the case but I'm not going to.
19 Because I don't think -- once again, I think this thing
20 needs to be decided by the Supreme Court before this Court
21 addresses anything else about the case.

22 So, therefore, I am staying this entire
23 proceeding. We're going to stay -- I want to make sure
24 that it's clear. All of the provisions of NRCP 41(e) are
25 going to be tolled while this case is stayed. And it'll --

1 there's some other litigation out there that doesn't
2 necessarily involve the same issues as this case does
3 because it doesn't involve the ruling by Judge Crockett.
4 But there are some other matters that are going to be
5 proceeding that may also have some effect. I don't want to
6 get into it.

7 There's a lot of questions I have about the
8 rulings that Judge Smith made. And the fact that some of
9 those issues were, in fact, addressed by the Supreme Court.
10 And I haven't read the Supreme Court opinion in that
11 particular case. That was one of the 1777 -- I got the
12 case number. That's one of the things I'm going to do
13 before we come back for the whatever -- whenever it is.

14 And I do apologize for having to do it like this
15 but I don't see any other choice. Unfortunately, they don't
16 move so fast. And this case on appeal is at a very early
17 stage. And, unfortunately, for everybody, this case may be
18 stayed awhile while we're waiting for the Supreme Court to
19 decide what they're going to do.

20 So, I don't know what -- we want to do it like
21 this and maybe status check this in six months and see
22 what's going on with the Supreme Court.

23 MR. LEAVITT: That'd be fine with us, Your Honor.

24 THE COURT: You guys want to?

25 MR. SHEVORSKI: No objection, Your Honor.

1 THE COURT: The City probably wants to object and
2 get out.

3 MR. OGILVIE: I'm just -- I'm still stuck on
4 dismissal, Your Honor. I mean, there -- aside from the
5 Crockett Order, there's every reason to dismiss the City.
6 The City didn't take anything. It granted the
7 applications.

8 THE COURT: I understand. I understand. And I
9 think that the impact of the Supreme Court's ruling will
10 have an impact on your position. Maybe not -- maybe from
11 your perspective, not as great as I think. But I think it
12 will have a big impact on how we proceed with this matter.
13 And I don't see any way to avoid staying this. I think
14 it's just too critical with what's going on here.

15 So, that being said, the Order to stay these
16 proceedings pending the outcome of the -- do we have the
17 case number in that other matter?

18 MR. LEAVITT: Yes, Your Honor.

19 THE COURT: I have it right here. It's A-16-
20 739654. Now, that's the District Court case number. I
21 don't know what the Appellate --

22 MR. LEAVITT: If you might, Your Honor? The
23 Appellate Court case number is 75481.

24 THE COURT: Okay. All right. Pending the
25 decision of that case and we will status check this case.

1 And you'll have to kind of check because I don't know if
2 we're going to get to use this courtroom because we -- I
3 don't have a designated courtroom and, so, we kind of just
4 float around.

5 MR. LEAVITT: Yeah.

6 THE COURT: But I would presume it will be here
7 and we'll pick out a date in six months if that's --

8 THE CLERK: What day of week would you like?

9 THE COURT: Guys, what's a convenient -- is there
10 one more convenient than another?

11 MR. LEAVITT: Tuesday through Thursday.

12 THE COURT: Tuesday, Wednesday, Thursday.

13 MR. SHEVORSKI: That's fine with me, Your Honor.

14 MR. LEAVITT: Any day is fine.

15 THE COURT: You guys are good with a Wednesday?

16 MR. LEAVITT: Yeah. Any day is fine.

17 THE COURT: Okay. Let's do a Wednesday. And just
18 in case I got a trial going on, let's say noon.

19 MR. LEAVITT: Okay.

20 THE COURT: Is that all right?

21 MR. OGILVIE: Yes.

22 MR. SHEVORSKI: It's fine, Your Honor.

23 THE COURT: Let's say 12 o'clock on a Wednesday,
24 six months?

25 THE CLERK: It would be July 24th.

1 THE COURT: Okay. There we go.
2 MR. SHEVORSKI: Thank you, Your Honor. Thank you.
3 THE COURT: And, gentlemen, Thank you very much.
4 MR. SHEVORSKI: Thank you, Your Honor. Thank you.
5 MR. LEAVITT: Real quick, just housekeeping, Your
6 Honor?
7 THE COURT: Yes.
8 MR. LEAVITT: Do you want have a written order
9 prepared and submitted?
10 THE COURT: Yeah.
11 MS. WATERS: I'm happy to do it, Your Honor.
12 THE COURT: Okay.
13 MR. LEAVITT: Thank you.
14 THE COURT: Nothing further.
15 MR. SHEVORSKI: Very good.
16 THE COURT: Heard.

17
18 PROCEEDING CONCLUDED AT 1:41 P.M.

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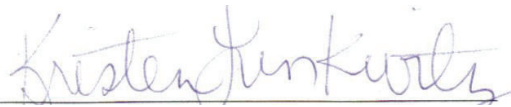
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CERTIFICATION

I certify that the foregoing is a correct transcript from the audio-visual recording of the proceedings in the above-entitled matter.

AFFIRMATION

I affirm that this transcript does not contain the social security or tax identification number of any person or entity.

A handwritten signature in purple ink that reads "Kristen Lunkwitz". The signature is written in a cursive, flowing style.

KRISTEN LUNKWITZ
INDEPENDENT TRANSCRIBER

Exhibit 104

**2019.01.17 Judge Williams' Recorder's Transcript of
Plaintiff's Request for Rehearing**

LO 00003925-00003938

1 CASE NO. A-17-758528-J

2 DOCKET U

3 DEPT. XVI

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DISTRICT COURT

7

CLARK COUNTY, NEVADA

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* * * * *

9

180 LAND COMPANY LLC,)

10

Plaintiff,)

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vs.)

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LAS VEGAS CITY OF,)

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Defendant.)

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15

REPORTER'S TRANSCRIPT

16

OF

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PLAINTIFF'S REQUEST FOR REHEARING

18

BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS

19

DISTRICT COURT JUDGE

20

21

DATED THURSDAY, JANUARY 17, 2019

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23

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REPORTED BY: PEGGY ISOM, RMR, NV CCR #541,

25

Peggy Isom, CCR 541, RMR

(702) 671-4402 - CROERT48@GMAIL.COM

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1 APPEARANCES:

2

3 FOR THE PLAINTIFF:

4

5 KERMITT L. WATERS

6 BY: KERMITT WATERS, ESQ.

7 BY: JAMES J. LEAVITT, ESQ.

8 704 SOUTH NINTH STREET

9 LAS VEGAS, NV 89101

10 (702) 733-8877

11 (702) 731-1964

12 INFO@KERMITTWATERS.COM

13

14

15 HUTCHISON & STEFFEN, LLC

16 BY: MARK A. HUTCHISON, ESQ.

17 10080 ALTA DRIVE

18 SUITE 200

19 LAS VEGAS, NV 89145

20 (702) 385-2500

21 (702) 385-2086 Fax

22 MHUTCHISON@HUTCHLEGAL.COM

23

24

25

Peggy Isom, CCR 541, RMR
(702) 671-4402 - CROERT48@GMAIL.COM

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1 APPEARANCES CONTINUED:

2

FOR THE DEFENDANT:

3

4

5

MCDONALD CARANO WILSON, LLP

6

BY: GEORGE F. OGILVIE, III, ESQ.

7

BY: DEBBIE LEONARD, ESQ.

8

2300 WEST SAHARA AVENUE

9

SUITE 1000

10

LAS VEGAS, NV 89102

11

(702) 873-4100

12

(702) 873-9966 Fax

13

GOGILVIE@MCDONALDCARANO.COM

14

15

16

PISANELLI BICE PLLC

17

BY: DUSTUN HOLMES, ESQ.

18

400 SOUTH SEVENTH STREET

19

SUITE 300

20

LAS VEGAS, NV 89101

21

(702) 214-2100

22

(702) 214-2101 Fax

23

DHOLMES@DHH@PISANELLIBICE.COM

24

25

* * * * *

Peggy Isom, CCR 541, RMR
(702) 671-4402 - CROERT48@GMAIL.COM

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1 LAS VEGAS, NEVADA; THURSDAY, JANUARY 17, 2019

2 9:08 A.M.

3 P R O C E E D I N G S

4 * * * * *

5

6 THE COURT: First up would be page 1. 180

7 Land Company versus City of Las Vegas. Well, it's

8 going to be uncontested because I'm going to issue a --

9 have someone issue a nunc pro tunc order.

09:08:58 10 And let's go ahead and place our appearances

11 on the record.

12 MR. LEAVITT: Your Honor, James A. Leavitt on

13 behalf of 180 Land LLC.

14 MR. WATERS: Kermitt L. Waters on behalf of

09:09:03 15 the 180 Land Company LLC.

16 MR. HUTCHISON: And Mark Hutchinson on behalf

17 of the 180 Land LLC.

18 MR. OGLIVIE: George Ogilvie on behalf the

19 City of Las Vegas.

09:09:11 20 MS. LEONARD: Debbie Leonard on behalf of the

21 City of Las Vegas.

22 MR. HOLMES: Dustun Holmes on behalf of the

23 intervenors, your Honor.

24 THE COURT: Okay. Anyway, normally, I invite

09:09:21 25 argument and discussion, but under the facts and

Peggy Isom, CCR 541, RMR

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09:09:24 1 circumstances of this case I see no need to. And I
2 don't mind telling you why.
3 First and foremost no one can argue what my
4 intent was when I issued my decision as it related to
09:09:38 5 the petition for judicial review from a -- and I
6 understand the history of this case. I remember when I
7 granted the motion to sever. I understand there's some
8 complex issues regarding eminent domain in the other
9 case. I haven't looked at it. I recognize that
09:09:55 10 they're there.

11 Secondly -- you should be reporting this.

12 THE COURT REPORTER: They are.

13 THE COURT: Okay. All right.

14 Secondly, I have never sua sponte ruled on any
09:10:08 15 issue in thousands of cases as a trial judge. I'm just
16 going to tell you that.

17 I read -- I was reading the points and
18 authorities. And as I was reading them, I called my
19 law clerk in. And I said what the heck is going on in
09:10:21 20 this case? I don't mind telling you that. And so he
21 said, Well, Judge I don't know. And understand this.
22 He was a new law clerk at the time. We rotate them out
23 every year.

24 MR. HUTCHISON: Right.

09:10:35 25 THE COURT: And I had him pull the minutes.

09:10:37 1 And at the very end of the order that was submitted for
2 my signature, and we'll be more specific for the
3 record, to my chagrin, and I think it was -- was it
4 paragraph, let me see here, 64 on page 23 of the order,
09:10:57 5 specifically set forth the following:

6 Further, petitioner's alternative claims
7 for inverse condemnation must be dismissed for
8 lack of ripeness.

9 I never intended on any level for that to be
09:11:09 10 included in the order. It was never briefed.

11 As a trial judge, I have certain core values.
12 I don't mind saying this. And I think from a
13 historical prospective everyone that has appeared in
14 this courtroom understands that, number one, I believe,
09:11:25 15 in the Seventh Amendment to the United States
16 Constitution. When it's close, let a jury decide. I
17 feel very strongly about that.

18 Just as -- and it was discussed, but it didn't
19 have to be really argued because I believe in due
09:11:39 20 process. That's one of the foundations of our justice
21 system. This issue was never vetted. It was never
22 raised. It was never discussed, right?

23 MR. HUTCHISON: Correct, your Honor.

24 MR. WATERS: That's correct.

09:11:51 25 MR. LEAVITT: Yes.

09:11:51 1 THE COURT: Yes. So it doesn't matter why
2 this was here. I'm not going to throw my law clerk
3 under the bus. We didn't catch it. And I want to make
4 sure the record is clear. And I want a nunc pro tunc
09:12:06 5 order superseding any determination as it relates to
6 "Further, petitioner's alternative claim for inverse
7 condemnation must be dismissed." Right?

8 And I want to make sure the record is clear.
9 I haven't made any factual rulings or determination as
09:12:24 10 it relates to the severed case. I have not made any
11 issue, rulings, or determinations as a matter of law as
12 it relates to the severed case.

13 Does everybody understand that?

14 MR. HUTCHISON: Yes, your Honor.

09:12:39 15 THE COURT: And normally, I invite too much
16 argument and discussion. And I've always taken a
17 cautious approach when it comes to all issues. And I
18 invite more briefing. That's how I've done it for
19 close to 14 years.

09:12:52 20 So this happened. We're going to move
21 forward. Can you prepare a nunc pro tunc order, sir,
22 for me to take a look at. And I'll take a close look
23 at it.

24 MR. WATERS: Sure.

09:13:04 25 THE COURT: And it's specifically regarding

09:13:05 1 the severed case.

2 MR. HUTCHISON: Yes, your Honor.

3 THE COURT: Anything else? Yes.

4 MR. LEAVITT: Yes, your Honor. Just on the

09:13:09 5 record really quick. The severed case is addressed in

6 findings number 63, 64, 65, and 66.

7 THE COURT: I see that.

8 MR. LEAVITT: Okay.

9 THE COURT: But I focused on the decision.

09:13:21 10 MR. LEAVITT: Understood.

11 THE COURT: It was really -- I mean, you know,

12 whether you win or lose, it was a very unique issue.

13 It involved judicial review of the city council.

14 That's it, am I right?

09:13:34 15 MR. HUTCHISON: Yes.

16 THE COURT: I'm glad -- I was going to call

17 you up first even if you weren't first because at the

18 end of the day there's -- we can't have argument on

19 what my intent was. Only I can express what my intent

09:13:46 20 was when I made my decision and had that placed on the

21 record. Right?

22 MR. HUTCHISON: Yes, your Honor.

23 MR. LEAVITT: Yes.

24 THE COURT: Well, you can't argue, Well,

09:13:55 25 Judge, this is what your intent was, right? No. You

09:13:56 1 can argue a lot of other things and the intent of the
2 legislature, but not my intent.

3 MR. HUTCHISON: Correct, your Honor.

4 THE COURT: And so for the record I just want
09:14:03 5 to make sure I'm clear. And you are correct, sir. You
6 pointed it out. You can prepare that type of order.
7 Nunc pro tunc. And we all know what that means.

8 MR. LEAVITT: Yes, your Honor.

9 THE COURT: Yeah. And so, anyway, that's what
09:14:14 10 I want to do. And we'll just move forward. And I
11 have -- I realize potentially in the inverse
12 condemnation case there's going to be some unique
13 issues. I don't know. Hypothetically, the entire
14 conduct of the city council could impact that. I don't
09:14:31 15 know. I'm pretty good at issue spotting. But my mind
16 is completely open. I just want to tell everybody
17 that.

18 MR. HUTCHISON: Thank you, your Honor.

19 MR. LEAVITT: Your Honor, we'll prepare the
09:14:42 20 order.

21 THE COURT: Prepare the order. And there's no
22 need for argument.

23 MR. WATERS: All right.

24 THE COURT: I'm sorry you had to do briefing.
09:14:47 25 But that's my decision. And to be honest with you, I

Peggy Isom, CCR 541, RMR
(702) 671-4402 - CROERT48@GMAIL.COM

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09:14:51 1 was kind of surprised when I saw it because I would
2 think you realize I don't do things that way.

3 MR. LEAVITT: I understand.

4 MR. WATERS: We respect that, your Honor.

09:14:59 5 Thank you.

6 THE COURT: Okay. Everyone, enjoy your day.

7 MR. LEAVITT: Thank you, your Honor.

8

9 (Proceedings were concluded.)

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Peggy Isom, CCR 541, RMR
(702) 671-4402 - CROERT48@GMAIL.COM
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REPORTER'S CERTIFICATE

STATE OF NEVADA)

:SS

COUNTY OF CLARK)

I, PEGGY ISOM, CERTIFIED SHORTHAND REPORTER DO
HEREBY CERTIFY THAT I TOOK DOWN IN STENOGRAPH ALL OF THE
PROCEEDINGS HAD IN THE BEFORE-ENTITLED MATTER AT THE
TIME AND PLACE INDICATED, AND THAT THEREAFTER SAID
STENOGRAPH NOTES WERE TRANSCRIBED INTO TYPEWRITING AT
AND UNDER MY DIRECTION AND SUPERVISION AND THE
FOREGOING TRANSCRIPT CONSTITUTES A FULL, TRUE AND
ACCURATE RECORD TO THE BEST OF MY ABILITY OF THE
PROCEEDINGS HAD.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
MY NAME IN MY OFFICE IN THE COUNTY OF CLARK, STATE OF
NEVADA.

PEGGY ISOM, RMR, CCR 541

Peggy Isom, CCR 541, RMR
(702) 671-4402 - CROERT48@GMAIL.COM

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Peggy Isom, CCR 541, RMR (1) MR. HOLMES: - forward
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F foundations [1] 6/20 FULL [1] 11/10 Further [2] 6/6 7/6	if [1] 8/17 III [1] 3/6 impact [1] 9/14 in [15] included [1] 6/10 INDICATED [1] 11/7 INFO [1] 2/12 intended [1] 6/9 intent [6] 5/4 8/19 8/19 8/25 9/1 9/2 intervenor [1] 4/23 INTO [1] 11/8 inverse [3] 6/7 7/6 9/11 invite [3] 4/24 7/15 7/18 involved [1] 8/13 is [6] 5/19 7/4 7/8 8/5 8/25 9/16 ISOM [3] 1/24 11/4 11/17 issue [7] 4/8 4/9 5/15 6/21 7/11 8/12 9/15 issued [1] 5/4 issues [3] 5/8 7/17 9/13 it [23] it's [3] 4/7 6/16 7/25	4/13 4/15 4/17 LAS [9] 1/12 2/9 2/19 3/10 3/20 4/1 4/7 4/19 4/21 Las Vegas [1] 4/7 law [4] 5/19 5/22 7/2 7/11 LEAVITT [2] 2/7 4/12 legislature [1] 9/2 LEONARD [2] 3/7 4/20 let [2] 6/4 6/16 let's [1] 4/10 level [1] 6/9 LLC [5] 1/9 2/15 4/13 4/15 4/17 LLP [1] 3/5 look [2] 7/22 7/22 looked [1] 5/9 lose [1] 8/12 lot [1] 9/1	NINTH [1] 2/8 no [5] 1/1 5/1 5/3 8/25 9/21 normally [2] 4/24 7/15 not [3] 7/2 7/10 9/2 NOTES [1] 11/8 number [2] 6/14 8/6 nunc [4] 4/9 7/4 7/21 9/7 NV [5] 1/24 2/9 2/19 3/10 3/20	9/11 prepare [4] 7/21 9/6 9/19 9/21 pretty [1] 9/15 pro [4] 4/9 7/4 7/21 9/7 Proceedings [3] 10/9 11/6 11/12 process [1] 6/20 prospective [1] 6/13 pull [1] 5/25
G GEORGE [2] 3/6 4/18 glad [1] 8/16 go [1] 4/10 GOGILVIE [1] 3/13 going [8] 4/8 4/8 5/16 5/19 7/2 7/20 8/16 9/12 good [1] 9/15 granted [1] 5/7	H had [5] 5/25 8/20 9/24 11/6 11/12 happened [1] 7/20 has [1] 6/13 have [8] 4/9 5/14 6/11 6/19 7/10 8/18 9/11 11/13 haven't [2] 5/9 7/9 he [2] 5/20 5/22 heck [1] 5/19 here [2] 6/4 7/2 HEREBY [1] 11/5 HEREUNTO [1] 11/13 him [1] 5/25 historical [1] 6/13 history [1] 5/6 HOLMES [2] 3/17 4/22 honest [1] 9/25 Honor [13] HONORABLE [1] 1/18 how [1] 7/18 Hutchinson [1] 4/16 HUTCHISON [2] 2/15 2/16 HUTCHLEGAL.COM [1] 2/22 Hypothetically [1] 9/13	M made [3] 7/9 7/10 8/20 make [3] 7/3 7/8 9/5 MARK [2] 2/16 4/16 matter [3] 7/1 7/11 11/6 MCDONALD [1] 3/5 MCDONALDCARAN O.COM [1] 3/13 me [2] 6/4 7/22 mean [1] 8/11 means [1] 9/7 MHUTCHISON [1] 2/22 mind [4] 5/2 5/20 6/12 9/15 minutes [1] 5/25 more [2] 6/2 7/18 motion [1] 5/7 move [2] 7/20 9/10 much [1] 7/15 must [2] 6/7 7/7 my [16]	O OFFICE [1] 11/14 OGILVIE [2] 3/6 4/18 Okay [4] 4/24 5/13 8/8 10/6 on [15] one [3] 5/3 6/14 6/20 Only [1] 8/19 open [1] 9/16 or [3] 7/9 7/11 8/12 order [9] 4/9 6/1 6/4 6/10 7/5 7/21 9/6 9/20 9/21 other [2] 5/8 9/1 our [2] 4/10 6/20 out [2] 5/22 9/6	Q quick [1] 8/5
I I'll [1] 7/22 I'm [7] 4/8 5/15 7/2 8/16 9/5 9/15 9/24 I've [2] 7/16 7/18	J JAMES [2] 2/7 4/12 JANUARY [2] 1/21 4/1 judge [6] 1/18 1/19 5/15 5/21 6/11 8/25 judicial [2] 5/5 8/13 jury [1] 6/16 just [6] 5/15 6/18 8/4 9/4 9/10 9/16 justice [1] 6/20	N NAME [1] 11/14 need [2] 5/1 9/22 NEVADA [4] 1/7 4/1 11/2 11/15 never [6] 5/14 6/9 6/10 6/21 6/21 6/22 new [1] 5/22	P page [2] 4/6 6/4 page 1 [1] 4/6 page 23 [1] 6/4 paragraph [1] 6/4 PEGGY [3] 1/24 11/4 11/17 petition [1] 5/5 petitioner's [2] 6/6 7/6 PISANELLI [1] 3/16 PISANELLIBICE.C OM [1] 3/23 place [2] 4/10 11/7 placed [1] 8/20 Plaintiff [2] 1/10 2/3 PLAINTIFF'S [1] 1/16 PLLC [1] 3/16 pointed [1] 9/6 points [1] 5/17 potentially [1]	R raised [1] 6/22 read [1] 5/17 reading [2] 5/17 5/18 realize [2] 9/11 10/2 really [3] 6/19 8/5 8/11 recognize [1] 5/9 record [8] 4/11 6/3 7/4 7/8 8/5 8/21 9/4 11/11 regarding [2] 5/8 7/25 REHEARING [1] 1/16 related [1] 5/4 relates [3] 7/5 7/10 7/12 remember [1] 5/6 REPORTED [1] 1/24 REPORTER [1] 11/4 REPORTER'S [2] 1/15 11/1 reporting [1] 5/11 REQUEST [1] 1/16 respect [1] 10/4 review [2] 5/5 8/13 right [8] 5/13 5/24 6/22 7/7 8/14 8/21 8/25 9/23 ripeness [1] 6/8 RMR [2] 1/24 11/17 rotate [1] 5/22 ruled [1] 5/14 rulings [2] 7/9 7/11

Peggy Isom, CCR 541, RMR (2) foundations - SAHARA
(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

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S	tell [2] 5/16 9/16 telling [2] 5/2 5/20 Thank [3] 9/18 10/5 10/7 that [19] that's [6] 6/20 6/24 7/18 8/14 9/9 9/25 them [2] 5/18 5/22 there [1] 5/10 there's [4] 5/7 8/18 9/12 9/21 THEREAFTER [1] 11/7 They [1] 5/12 they're [1] 5/10 things [2] 9/1 10/2 think [3] 6/3 6/12 10/2 this [11] 5/1 5/6 5/11 5/20 5/21 6/12 6/14 6/21 7/2 7/20 8/25 thousands [1] 5/15 throw [1] 7/2 THURSDAY [2] 1/21 4/1 time [2] 5/22 11/7 TIMOTHY [1] 1/18 too [1] 7/15 TOOK [1] 11/5 TRANSCRIBED [1] 11/8 TRANSCRIPT [2] 1/15 11/10 trial [2] 5/15 6/11 TRUE [1] 11/10 tunc [4] 4/9 7/4 7/21 9/7 type [1] 9/6 TYPEWRITING [1] 11/8	up [2] 4/6 8/17		
said [3] 5/19 5/21 11/7 saw [1] 10/1 saying [1] 6/12 Secondly [2] 5/11 5/14 see [3] 5/1 6/4 8/7 set [1] 6/5 SEVENTH [2] 3/18 6/15 sever [1] 5/7 severed [4] 7/10 7/12 8/1 8/5 SHORTHAND [1] 11/4 should [1] 5/11 signature [1] 6/2 sir [2] 7/21 9/5 so [5] 5/20 7/1 7/20 9/4 9/9 some [2] 5/7 9/12 someone [1] 4/9 sorry [1] 9/24 SOUTH [2] 2/8 3/18 specific [1] 6/2 specifically [2] 6/5 7/25 sponte [1] 5/14 spotting [1] 9/15 STATE [2] 11/2 11/14 States [1] 6/15 STEFFEN [1] 2/15 STENOTYPE [2] 11/5 11/8 STREET [2] 2/8 3/18 strongly [1] 6/17 sua [1] 5/14 submitted [1] 6/1 SUBSCRIBED [1] 11/13 SUITE [3] 2/18 3/9 3/19 superseding [1] 7/5 SUPERVISION [1] 11/9 sure [4] 7/4 7/8 7/24 9/5 surprised [1] 10/1 system [1] 6/21	U uncontested [1] 4/8 under [3] 4/25 7/3 11/9 understand [5] 5/6 5/7 5/21 7/13 10/3 understands [1] 6/14 Understood [1] 8/10 unique [2] 8/12 9/12 United [1] 6/15	V values [1] 6/11 VEGAS [9] 1/12 2/9 2/19 3/10 3/20 4/1 4/7 4/19 4/21 versus [1] 4/7 very [3] 6/1 6/17 8/12 vetted [1] 6/21	W want [6] 7/3 7/4 7/8 9/4 9/10 9/16 was [20] WATERS [3] 2/5 2/6 4/14 way [1] 10/2 we [5] 5/22 7/3 8/18 9/7 10/4 we'll [3] 6/2 9/10 9/19 We're [1] 7/20 Well [4] 4/7 5/21 8/24 8/24 were [2] 10/9 11/8 weren't [1] 8/17 WEST [1] 3/8 what [7] 5/3 5/19 8/19 8/19 8/25 9/7 9/9 when [6] 5/4 5/6 6/16 7/17 8/20 10/1 WHEREOF [1] 11/13 whether [1] 8/12 why [2] 5/2 7/1 WILLIAMS [1] 1/18 WILSON [1] 3/5 win [1] 8/12 WITNESS [1] 11/13 would [2] 4/6 10/1	
T take [2] 7/22 7/22 taken [1] 7/16		X XVI [1] 1/3		
		Y Yeah [1] 9/9 year [1] 5/23 years [1] 7/19 Yes [10] 6/25 7/1 7/14 8/2 8/3 8/4 8/15 8/22 8/23 9/8 you [20] your [15]		

Peggy Isom, CCR 541, RMR (3) said - your
(702)671-4402 - CROERT48@GMAIL.COM Pursuant to NRS 239.053, illegal to copy without payment.

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Exhibit 105

Approved Land Uses in Peccole Conceptual Plan

LO 00003939

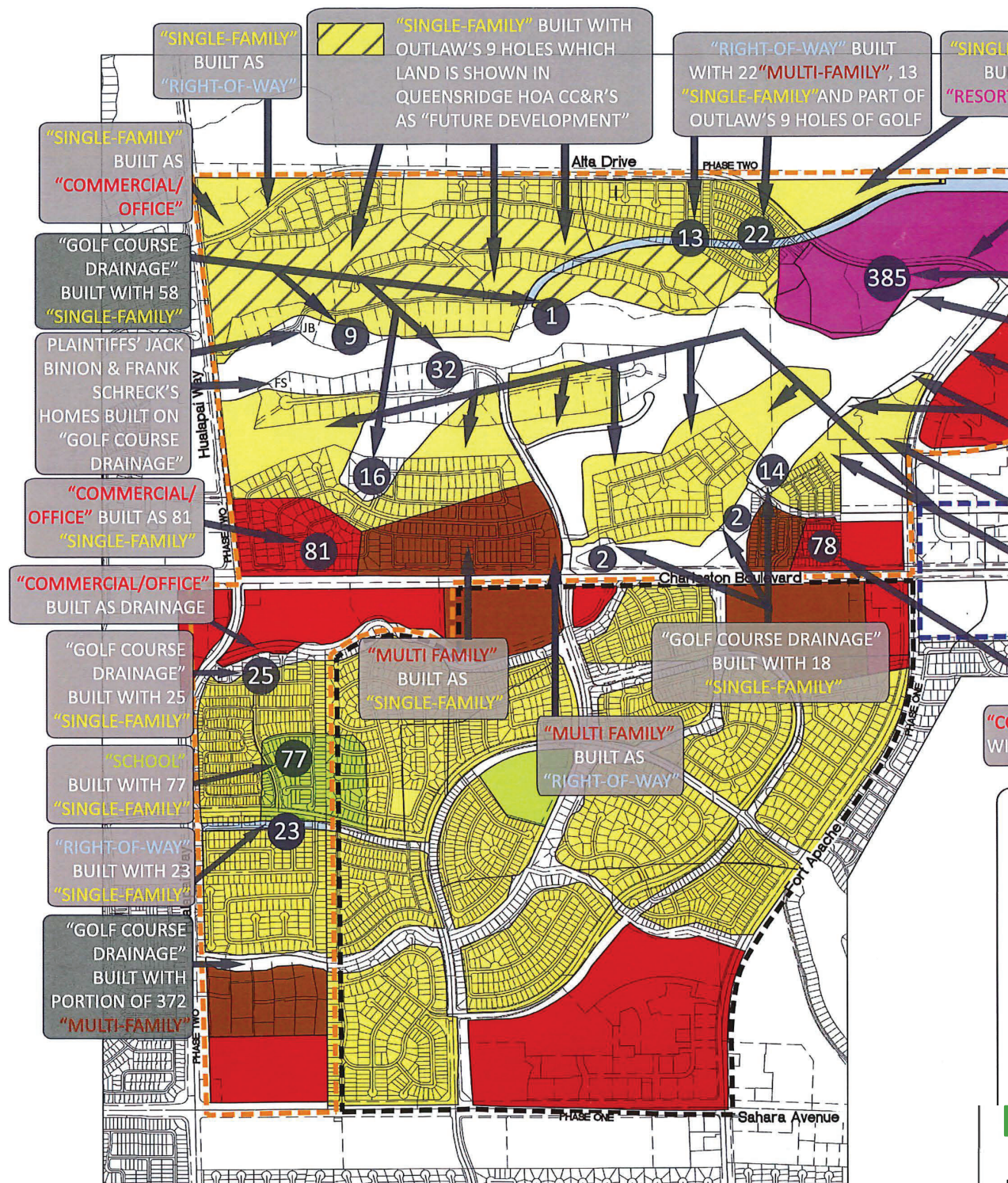
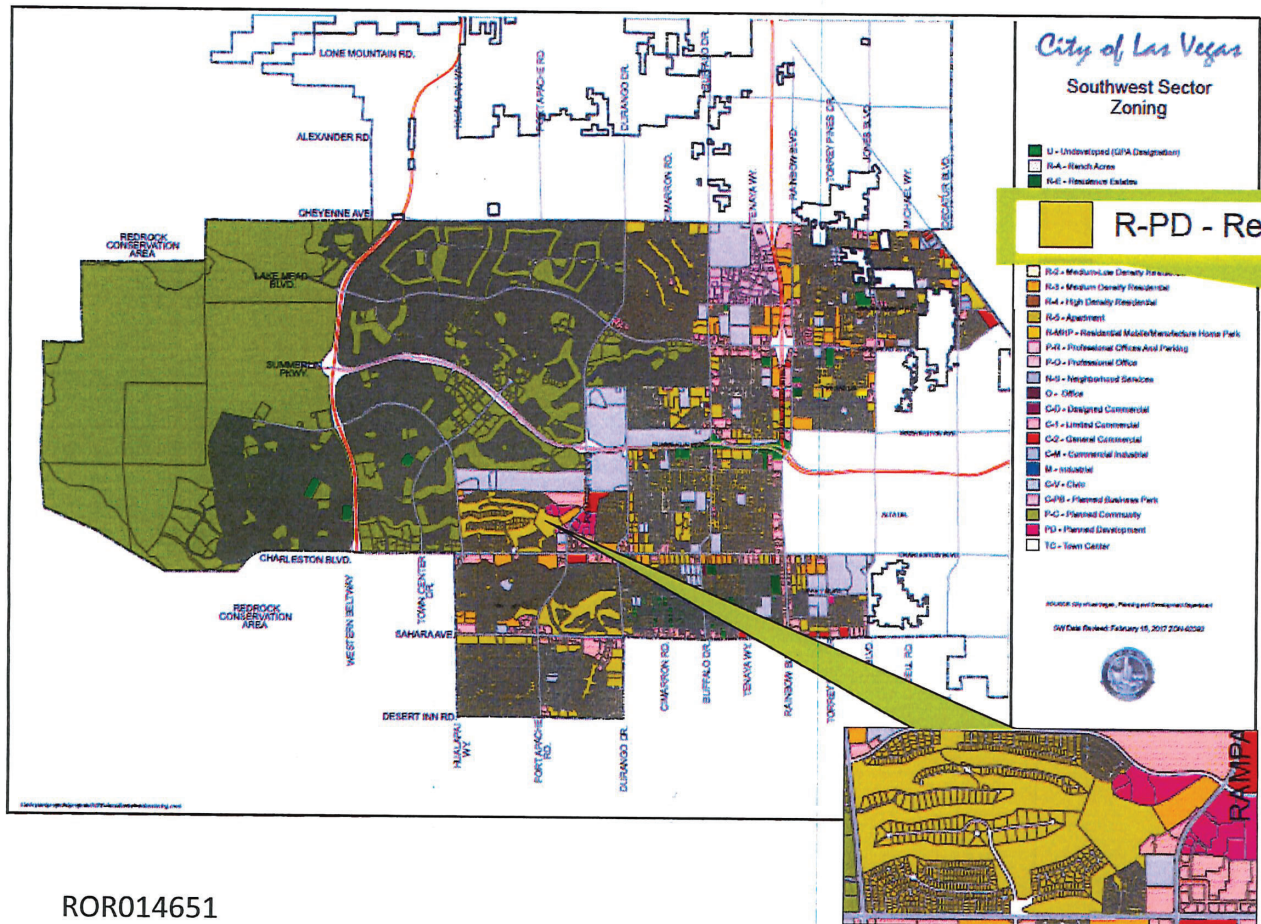


Exhibit 106

2020 Master Plan - Southwest Sector Zoning

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ROR014651

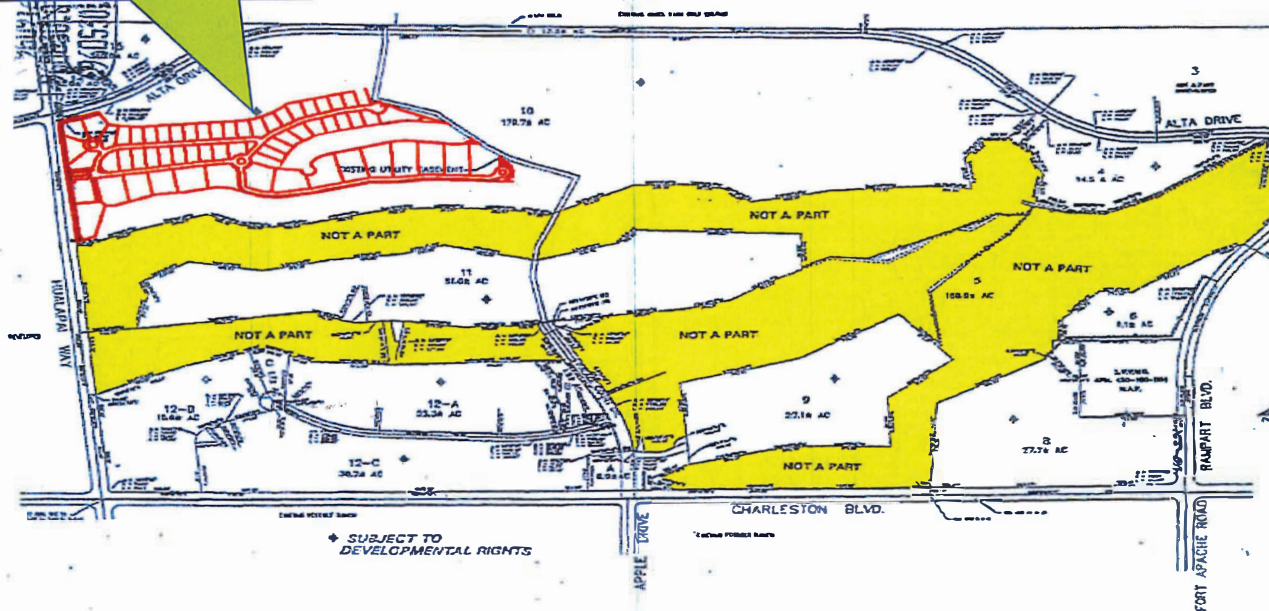
Exhibit 107

35 Acre in Relation to Peccole Pan

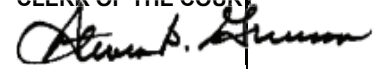
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✦ **SUBJECT TO
DEVELOPMENTAL RIGHTS**

FINAL MAP FOR PECCOLE WEST
A portion of the lands and pt. of the section to be included in the final map of the
 is shown on the map of the section shown above.
(QUEENSRIDGE)



RECORDER'S NOTE: Due to the quality, characteristics or condition of this document, it may be unsuitable for microfilming and production. Under NRS 247.120, the Recorder has requested " a more suitable copy be presented for recordation.



**NEOJ
LAW OFFICES OF KERMITT L. WATERS**

Kermitt L. Waters, Esq., Bar No. 2571
kermitt@kermittwaters.com
James J. Leavitt, Esq., Bar No. 6032
jim@kermittwaters.com
Michael A. Schneider, Esq., Bar No. 8887
michael@kermittwaters.com
Autumn L. Waters, Esq., Bar No. 8917
autumn@kermittwaters.com
704 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 733-8877
Facsimile: (702) 731-1964

HUTCHISON & STEFFEN, PLLC

Mark A. Hutchison (4639)
Joseph S. Kistler (3458)
Matthew K. Schriever (10745)
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
Telephone: 702-385-2500
Facsimile: 702-385-2086
mhutchison@hutchlegal.com
jkistler@hutchlegal.com
mschriever@hutchlegal.com

Attorneys for Plaintiff Landowners

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendant.

Case No.: A-17-758528-J
Dept. No.: XVI

**NOTICE OF ENTRY OF ORDER
ORDER GRANTING EX PARTE
APPLICATION TO FILE MOTION FOR
JUDICIAL DETERMINATION OF
LIABILITY IN EXCESS OF 30 PAGES**

1 **PLEASE TAKE NOTICE** that on the 11th day of March, 2019, an Order Granting Ex Parte
2 Application to File Motion for Judicial Determination of Liability in Excess of 30 Pages, was entered
3 in the above-captioned case, a copy of which is attached hereto.

4
5 Dated this 11th day of March, 2019.

6 **LAW OFFICES OF KERMITT L. WATERS**

7 By: /s/ Kermitt L. Waters
8 KERMITT L. WATERS, ESQ., NBN 2571
9 JAMES JACK LEAVITT, ESQ., NBN 6032
10 MICHAEL A. SCHNEIDER, ESQ., NBN 8887
11 AUTUMN WATERS, ESQ., NBN 8917
12 704 S. 9th Street
13 Las Vegas, NV 89101

14 *Attorneys for Plaintiff*

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of the Law Offices of Kermitt L. Waters, and
3 that on the 11th day of March, 2019, a true and correct copy of the foregoing **NOTICE OF ENTRY**
4 **OF ORDER GRANTING EX PARTE APPLICATION TO FILE MOTION FOR JUDICIAL**
5 **DETERMINATION OF LIABILITY IN EXCESS OF 30 PAGES** was made by electronic means
6 pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth Judicial District
7 Court's electronic filing system, with the date and time of the electronic service substituted for the
8 date and place of deposit in the mail and addressed to each of the following:

9 **McDonald Carano LLP**

10 George F. Ogilvie III
11 Debbie Leonard
12 Amanda C. Yen
2300 W. Sahara Ave., Suite 1200
13 Las Vegas, Nevada 89102
gogilvie@mcdonaldcarano.com
dleonard@mcdonaldcarano.com
ayen@mcdonaldcarano.com

14 **Las Vegas City Attorney's Office**

15 Bradford Jerbic
16 Philip R. Byrnes
17 Seth T. Floyd
495 S. Main Street, 6th Floor
18 Las Vegas, Nevada 89101
pbyrnes@lasvegasnevada.gov
sfloyd@lasvegasnevada.gov

19 **Pisanelli Bice, PLLC**

20 Todd L. Bice, Esq.
21 Dustun H. Holmes, Esq.
400 S. 7th Street
22 Las Vegas, Nevada 89101
tlb@pisanellibice.com
dhh@pisanellibice.com

23
24
25 /s/ Evelyn Washington
An Employee of the Law Offices of Kermitt L. Waters
26
27
28

Steven D. Grierson

1 **EPAP**
2 **LAW OFFICES OF KERMITT L. WATERS**

3 Kermit L. Waters, Esq., Bar No. 2571
4 kermitt@kermittwaters.com
5 James J. Leavitt, Esq., Bar No. 6032
6 jim@kermittwaters.com
7 Michael A. Schneider, Esq., Bar No. 8887
8 michael@kermittwaters.com
9 Autumn L. Waters, Esq., Bar No. 8917
10 autumn@kermittwaters.com
11 704 South Ninth Street
12 Las Vegas, Nevada 89101
13 Telephone: (702) 733-8877
14 Facsimile: (702) 731-1964

8 **HUTCHISON & STEFFEN, PLLC**

9 Mark A. Hutchison (4639)
10 Joseph S. Kistler (3458)
11 Matthew K. Schriever (10745)
12 Peccole Professional Park
13 10080 West Alta Drive, Suite 200
14 Las Vegas, NV 89145
15 Telephone: 702-385-2500
16 Facsimile: 702-385-2086
17 mhutchison@hutchlegal.com
18 jkistler@hutchlegal.com
19 mschriever@hutchlegal.com

15 *Attorneys for Plaintiff Landowners*

16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 180 LAND COMPANY, LLC, a Nevada limited
19 liability company, FORÉ STARS, Ltd., SEVENTY
20 ACRES, LLC, DOE INDIVIDUALS I through X,
21 DOE CORPORATIONS I through X, DOE LIMITED
22 LIABILITY COMPANIES I through X,

21 Plaintiffs,

22 vs.

23 CITY OF LAS VEGAS, political subdivision of the
24 State of Nevada, ROE government entities I through X,
25 ROE CORPORATIONS I through X, ROE
26 INDIVIDUALS I through X, ROE LIMITED
27 LIABILITY COMPANIES I through X, ROE quasi-
28 governmental entities I through X,

26 Defendants.

Case No.: A-17-758528-J

Dept. No.: XVI

**(PROPOSED) ORDER
GRANTING EX PARTE
APPLICATION TO FILE
MOTION FOR JUDICIAL
DETERMINATION OF
LIABILITY IN EXCESS OF
30 PAGES**

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ORDER

It is hereby ordered that Plaintiffs, 180 LAND COMPANY, LLC, FORE STARS, LTD., and SEVENTY ACRES, LLC, may file their Opposition To City's Motion for Judgment on the Pleadings on Developer's Inverse Condemnation Claims and Countermotion for Judicial Determination of Liability on the Landowner's Inverse Condemnation Claims and Countermotion to Supplement/Amend the Pleadings that is in excess of thirty (30) pages.

DATED this 8 day of ~~February~~ ^{March}, 2019.


DISTRICT COURT JUDGE 

Respectfully submitted by:

LAW OFFICES OF KERMITT L. WATERS

By: /s/ James J. Leavitt
KERMITT L. WATERS, ESQ.
Nevada Bar. No. 2571
JAMES J. LEAVITT, ESQ.
Nevada Bar No. 6032
MICHAEL SCHNEIDER, ESQ.
Nevada Bar No. 8887
AUTUMN WATERS, ESQ.
Nevada Bar No. 8917

Attorneys for the Landowners