IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

vs.

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

Respondents.

No. 84345

Electronically Filed
Oct 27 2022 02:37 PM
Elizabeth A. Brown
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180 LAND CO., LLC, A NEVADA LIMITED-LIABILITY COMPANY; AND FORE STARS, LTD., A NEVADA LIMITED-LIABILITY COMPANY,

Appellants/Cross-Respondents,

vs.

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

Respondent/Cross-Appellant.

No. 84640

AMENDED
JOINT APPENDIX
VOLUME 36, PART 2 OF 2
(Nos. 6567–6681)

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

Docket 84345 Document 2022-33904

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

KeyCite Yellow Flag - Negative Treatment
Declined to Extend by City of Reno v. Lars Andersen and Associates, Inc., Nev., April 27, 1995

105 Nev. 92
Supreme Court of Nevada.

NOVA HORIZON, INC., a Nevada corporation, and Nova Invest, a Nevada corporation, Appellants,
v.
The CITY COUNCIL OF THE CITY OF RENO and the members thereof, consisting of Pete Sferrazza, Richard Scott, Janice Pine, Florence Lehners, James Thornton, Dave Howard and Gus Nunez, Respondents.

No. 16555.
|
Feb. 28, 1989.

Developers appealed order of the Second Judicial District Court, Washoe County, Robert L. Schouweiler, J., denying developers' petition for writ of mandamus compelling city to grant applications for zone change, special use permit, and tentative approval of subdivision map. The Supreme Court held that there was no evidentiary basis for city's denial of zone change request.

Reversed in part and remanded.

West Headnotes (4)

[1] **Zoning and Planning**
Presumptions and Burdens
Zoning and Planning
Substantial evidence in general

Actions of zoning authority are presumed valid, and are reviewed only for support by substantial evidence.

1 Cases that cite this headnote

[2] **Zoning and Planning**
Conformity of regulations to comprehensive or general plan

Zoning authority must adopt zoning regulations that are in substantial agreement with the master plan, including any land use guide. N.R.S. 278.010 et seq., 278.250, subd. 2.

5 Cases that cite this headnote

[3] **Zoning and Planning**
Particular Uses or Restrictions

City council's denial of requested zone change to accommodate hotel and casino, when surrounding properties enjoyed the same zoning sought, was without substantial evidentiary basis, and, in rejecting application on ground that new casino would be located outside "downtown area," council failed to accord any deference to its master plan. N.R.S. 278.250, subd. 2.

5 Cases that cite this headnote

[4] **Mandamus**
Nature and grounds

While peremptory writ of mandamus requiring city council to grant application for zone change was appropriate, court refrained from granting similar relief with respect to request for special use permit and tentative approval of subdivision map, as it would have been inappropriate for court to authorize the project.

1 Cases that cite this headnote

Attorneys and Law Firms

**721 *92 James W. Hardesty, Reno, for appellants.

Robert L. Van Wagoner, City Atty., John R. McGlamery, Asst. City Atty., Reno, for respondents.

*93 OPINION

PER CURIAM:[1]

Appellants are developers who planned to build a hotel/convention center (the Project) on land next to the Bally Grand in Reno. Prior to submitting an application for necessary approvals, appellants purchased the land in question. The plot consists of 2.9 acres, bordered on three sides by the Bally Grand. On August 29, 1984, appellants submitted to the Reno Planning Commission an application requesting:

1. a change of zoning, M–1 to C–3;

2. a Special Use Permit; and

3. acceptance of a tentative subdivision map,

to construct a twenty-eight story, 804–room hotel and casino. At that time, the property owned by appellants was zoned M–1 as defined and limited in Section 18.06.270 of the Reno Municipal Code. M–1 zoning allows commercial development but imposes height restrictions of sixty-five feet, which would not accommodate appellants' project as planned. Additionally, M–1 does not allow any residential use and the proposed project was planned to include the sale of 312 units on a time-share basis.

On November 7, 1984, the Reno Planning Commission, by a vote of four to three, recommended to the City Council that it approve the three separate requests. Appellants' **722 application came before respondents on December 10, 1984. At that time, a public hearing was held wherein appellants presented their case and the community was given the opportunity to respond. After the conclusion of testimony, the City Council unanimously voted to deny all of appellants' requests.

On December 24, 1984, the Reno City Attorney presented to *94 respondents a document entitled "Findings and Conclusions." This document consisted of a list of post-hearing considerations developed by the City Attorney and presented to respondents. This document was read into the minutes of the Reno City Council, which approved and adopted it. Thereafter, appellants filed a petition for a writ of mandamus with the district court. An order for issuance of an alternative writ was issued on January 2, 1985. Appellants also filed a motion in limine in an attempt to preclude the use of the document entitled "Findings and Conclusions."

After a hearing on appellants' petition, the district court denied both appellants' motion in limine and their petition for writ of mandamus. In its decision, the court concluded as a matter of law that there was substantial evidence supporting respondents' denial of the zone change, the special use permit, and acceptance of the subdivision map. The district court also held that the City's land use/transportation guide was nothing more than a guide and could not be construed to compel a change in the zoning of property.

[1] We note, preliminarily, that the district court properly subjected the City's action to a substantial evidence standard of review. This court, in addressing the propriety of a district court ruling reversing a zone change approval by the appropriate governmental body, declared:

> Respondents recognize the general rule that a court is not empowered to substitute its judgment for that of a zoning board, in this case the board of county commissioners, when the board's action is supported by substantial evidence.

> The lower court had before it the same evidence as the board. Its function was not to conduct a trial de novo, but only to ascertain as a matter of law if there was any substantial evidence before the board which would sustain the board's action. The function of this court at this time is the same as that of the lower court. [Citation omitted.]

> Under the police power, zoning is a matter within sound legislative action and such legislative action must be upheld if the facts do not show that the bounds of that discretion have been exceeded.

McKenzie v. Shelly, 77 Nev. 237, 240–242, 362 P.2d 268, 269–70 (1961). In *Shelly,* we reversed the district court since the presumptive validity of the board's action was supported by substantial evidence and there was no showing that the board abused its discretion.

*95 Numerous cases support the premise that zoning boards may not unreasonably or arbitrarily deprive property owners of legitimate, advantageous land uses. For example, the Supreme Court of Virginia affirmed a trial court decision holding an unduly restrictive zoning classification void. *Town of Vienna Council v. Kohler,* 218 Va. 966, 244 S.E.2d 542 (1978). The *Kohler* court concluded that "a denial of a rezoning request will not be sustained if under all the facts of the particular case, the denial is unreasonable, or is discriminatory, or is without substantial relationship to the public health, safety, morals and general welfare." *Id.* 244 S.E.2d at 548. *See also,* e.g., *Raabe v. City of Walker,* 383 Mich. 165, 174 N.W.2d 789 (1970) (invalidating rezoning of small enclave in midst of residential area to accommodate an industrial park); *City of Conway v. Housing Authority,* 266 Ark. 404, 584 S.W.2d 10 (1979) (City of Conway directed to rezone property, as the denial of the rezoning request was arbitrary and inconsistent with surrounding zoning); *Lowe v. City of Missoula,* 165 Mont. 38, 525 P.2d 551 (1974) (restrictive zoning impressed on landowner's property was so lacking in fact information as to constitute an abuse of **723 discretion; rezoning held to be invalid). In the latter case, the Montana Supreme Court, quoting from an earlier case, stated:

> Under the guise of protecting the public or advancing its interest, the state may not unduly interfere with private business or prohibit lawful occupations, or impose unreasonable or unnecessary restrictions upon them. Any law or regulation which imposes unjust limitations upon the full use and enjoyment of property, or destroys property value or use, deprives the owner of property rights.

In the instant case, the requested change in zoning was in conformity with the long-range development plans adopted by the City of Reno. The zone change was requested at the suggestion of the Reno City Planning staff and is consistent with the zoning of the surrounding property. Moreover, it appears that appellants may have invested substantial sums of money (allegedly over $1,200,000.00) in land acquisition and project development costs in anticipation of the City's approval of their application.

At the public hearing in which appellants' application was considered, only one person presented opposition to the project and his objections were basically rebuffed by members of the Reno City Council. Nevertheless, the Council unanimously denied approval to what was described as an architecturally "superior" project on the specified grounds that approval would violate a campaign promise against locating new casinos outside the "downtown area" and a similar pledge to diversification that would pay higher employee wages.

In determining whether the action of the Council concerning *96 the zone change was without substantial evidentiary support and, consequently, an abuse of discretion, it is essential to first consider the effect of the City's master plan, as amended, and land use/transportation guide on the Council's latitude in zoning matters.

[2] Chapter 278 of the Nevada Revised Statutes governs many aspects of planning and zoning. It not only provides for the formation and compensation of planning commissions and the adoption of master plans, it also provides for zoning in accordance with an adopted master plan. NRS 278.250(2) provides, in pertinent part: "2. The zoning regulations shall be adopted in accordance with the master plan for land use...." (Emphasis supplied.) This suggests that municipal entities must adopt zoning regulations that are in substantial agreement with the master plan, including a land-use guide if one is also adopted by the city council. Other jurisdictions have construed their statutes as requiring strict conformity between master plans and zoning ordinances, even to the point of requiring changes in zoning after a modification in a master plan. *See Baker v. City of Milwaukie,* 271 Or. 500, 533 P.2d 772 (1975); *Fasano v. Board of County Comm'rs,* 264 Or. 574, 507 P.2d 23 (1973). While such a strict view of the invariable application of a master plan on zoning matters may lend a high degree of predictability to prospective land uses and facilitate usage planning by land owners, we do not perceive the legislative intent to be so confining and inflexible. We therefore choose to view a master plan as a standard that commands deference and a presumption of applicability, rather than a legislative straightjacket from which no leave may be taken. In pertinent part, the Montana Supreme Court analyzed the issue as follows:

> To require strict compliance with the master plan would result in a master plan so unworkable that it would have to be constantly changed to comply with the realities. The master plan is, after all, a plan. On the other hand, to require no compliance at all would defeat the whole idea of planning.

> Why have a plan if the local government units are free to ignore it at any time? The statutes are clear enough to send the message that in reaching zoning decisions, the local governmental **724 unit should at least substantially comply with the comprehensive plan (or master plan).

Little v. Board of County Comm'rs, 631 P.2d 1282, 1293 (Mont.1981).

[3] Having determined that master plans are to be accorded substantial compliance under Nevada's statutory scheme, and recognizing *97 anew the general reluctance to judicially intervene in zoning determinations absent clear necessity, *Board of Comm'rs v. Dayton Dev. Co.,* 91 Nev. 71, 530 P.2d 1187 (1975), we turn now to the issue of respondents' zoning action in the instant case. It is clear on the record that no evidentiary basis exists for the Council's denial of appellants' zone change request. It is equally clear that no deference, let alone a presumptive applicability, was accorded Reno's master plan by the Council. In one instance, an expression of deference to a campaign promise was the stated basis for what was tantamount to a disregard for the master plan. The other expression offered as a specific basis for rejecting appellants' application was a pledge, presumably to constituents, to seek diversification in favor of higher employee wages. The latter point was equally untenable as a basis for zoning denial. Moreover, as noted above, the surrounding properties enjoyed the same zoning sought by appellants and no evidence, let alone reasoning, was presented to justify a denial of appellants' request for rezoning. We therefore are compelled to reverse the district court on this point.

[4] We are not constrained to grant similar relief concerning appellants' request for a special use permit and acceptance of a tentative subdivision map. While the record provides no existing or prospective basis for denying the zone change, we are loathe to direct authorization for a project that may or may not be deserving of the Council's approval. The Council simply did not effectively address the effect of the impact of such a substantial project on the City of Reno. While it may be argued with considerable cogency from the record that appellants justified an approval of their entire application, and that it is unfair to subject them to further proceedings, we nevertheless conclude that it would be unwise and inappropriate for this court to accommodate an approval by forfeiture.

If appellants remain interested in the construction of their project, we will assume that, upon rehearing, the Council will exercise its judgment fairly and in accordance with the merits as reflected by the evidence and deliberations of record.

We realize that our ruling may appear to be inconsistent with our opinion in City Council, *Reno v. Travelers Hotel,* 100 Nev. 436, 683 P.2d 960 (1984), where we affirmed the issuance of a peremptory writ of mandamus requiring approval of a special use permit for a hotel-casino. In that case, however, rezoning was not an issue and the Council was able to focus directly on the project itself. Here, the only specified basis for rejecting appellants' application was essentially the project's location outside the downtown area, a reason which, if implemented, would constitute an inappropriate *de facto* amendment to the City's master *98 plan and land use/transportation guide. We are simply unable to discern from the record that the Council adequately focused its attention on the merits of the project and its total impact on the community. Considerations of public health, safety and welfare demand both such a focused attention and the exercise of a fair and enlightened discretion by the Council based upon substantial evidence.

The judgment of the district court is reversed insofar as the zone change is concerned, and remanded with instructions to issue a peremptory writ of mandamus requiring respondents to grant appellants' application for zone change. The district court shall also modify its judgment to the **725 extent of requiring respondents, upon application by appellants, to entertain anew the merits of appellants' application for special use permit and acceptance of tentative subdivision map, all in accordance with this opinion.

STEFFEN, SPRINGER and MOWBRAY, JJ., and MENDOZA, District Judge,[2] concur.

All Citations

105 Nev. 92, 769 P.2d 721

Footnotes

1 The Honorable Robert E. Rose, Justice, did not participate in the decision of this appeal.

2 The Honorable John F. Mendoza, Judge of the Eighth Judicial District, was designated by the Governor to sit in the place of the Honorable Cliff Young, Chief Justice, who voluntarily recused himself. Nev. Const., art. 6., § 4.

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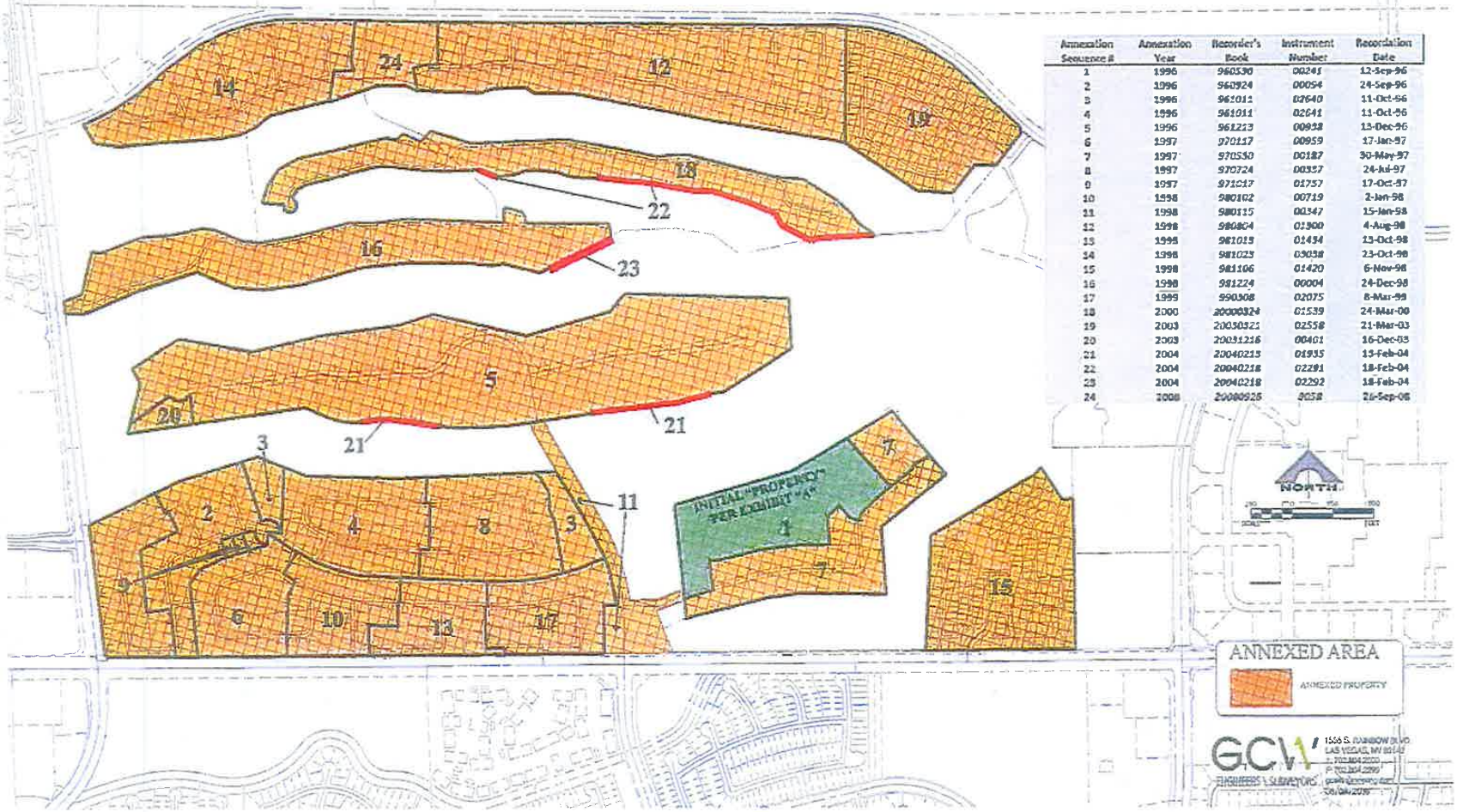
QUEENSRIDGE CIC ANNEXATION HISTORY
"PROPERTY" PER MASTER DECLARATION



Annexation Sequence #	Annexation Year	Recorder's Book	Instrument Number	Recordation Date
1	1996	960530	00241	12-Sep-96
2	1996	960924	00054	24-Sep-96
3	1996	961011	02640	11-Oct-96
4	1996	961011	02641	11-Oct-96
5	1996	961213	00958	13-Dec-96
6	1997	970117	00959	17-Jan-97
7	1997	970530	00187	30-May-97
8	1997	970724	00357	24-Jul-97
9	1997	971017	01757	17-Oct-97
10	1998	980102	00719	2-Jan-98
11	1998	980115	00347	15-Jan-98
12	1998	980804	01300	4-Aug-98
13	1998	981013	01434	13-Oct-98
14	1998	981023	03038	23-Oct-98
15	1998	981106	01420	6-Nov-98
16	1998	981224	00004	24-Dec-98
17	1999	990308	02075	8-Mar-99
18	2000	20000324	01539	24-Mar-00
19	2003	20030321	02558	21-Mar-03
20	2003	20031216	00401	16-Dec-03
21	2004	20040215	01935	15-Feb-04
22	2004	20040218	02291	18-Feb-04
23	2004	20040218	02292	18-Feb-04
24	2008	20080926	3058	26-Sep-08

IN THE SUPREME COURT OF THE STATE OF NEVADA

DAVID AND TOM CASSINELLI,

Appellants,

vs.

HUMBOLDT COUNTY, A POLITICAL SUBDIVISION; AND KENT ANDERSON, PLANNING DIRECTOR,

Respondents.

No. 35649

FILED

JUL 12 2001

JANETTE M. BLOOM
CLERK OF SUPREME COURT
BY [signature]
CHIEF DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court order denying appellants', David and Tom Cassinelli, petition for a writ of mandamus. In the underlying case before the district court, appellants argued that the Humboldt County Planning Board erroneously approved several parcel map applications in Paradise Valley that conflicted with the master plan and statutory provisions without public notice.

Appellants contend on appeal that the district court abused its discretion by failing to issue the writ of mandamus because: (1) the district court erred in finding that they were not aggrieved parties who should have been afforded notice of the parcel map applications under statutory and procedural due process provisions; (2) the approval of the parcel map applications was improper because they conflicted with the master plan; (3) the parcel map applicants intentionally evaded subdivision requirements; and (4) the parcel map applicants' failure to apply for a variance from the master plan rendered their application approvals void. We conclude that none of appellants' assignments of error has merit, and we therefore affirm the district court's order.

Our review of the district court's denial of a petition for a writ of mandamus is limited in scope to

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determining whether the district court abused its discretion.[1] In doing so, we afford great deference to local determinations regarding zoning.[2]

First, appellants contend that the district court erred in concluding that they were not aggrieved parties and that they therefore were not required to have been given notice of the parcel map applications under NRS 278.464(6), procedural due process or the Open Meeting Law.[3] NRS 278.464(6) permits an applicant or other person aggrieved by a governing board's decision on parcel map applications to appeal that determination as provided in local ordinances.[4] However, NRS 278.464, and other statutory provisions governing zoning and land use planning, do not define "aggrieved party."

In the land use context, this court has interpreted an "aggrieved party" to be "one whose 'personal right or right of property is adversely and substantially affected.'"[5] In City of Reno v. Harris, this court concluded that the City had standing to appeal a local zoning decision because the municipality had "a vested interest in requiring compliance with its land use decisions."[6] Likewise, in Enterprise Citizens v. Clark County Commissioners, this court implicitly concluded that neighboring landowners had standing to appeal a

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[1]County of Clark v. Doumani, 114 Nev. 46, 53 n.2, 952 P.2d 13, 17 n.2 (1998).

[2]See Nevada Contractors v. Washoe County, 106 Nev. 310, 314, 792 P.2d 31, 33 (1990).

[3]The Open Meeting Law is codified at NRS 241.020.

[4]Humboldt County Ordinance 16.16.200 permits an applicant to file an appeal within thirty days from the parcel map application decision.

[5]City of Reno v. Harris, 111 Nev. 672, 676, 895 P.2d 663, 666 (1995) (quoting Estate of Hughes v. First Nat'l Bank, 96 Nev. 178, 180, 605 P.2d 1149, 1150 (1980)).

[6]Id. at 677, 895 P.2d at 666.

(O) 4232

company's request for a zoning variance because substantial evidence indicated that their property rights would be impacted by the residual effects of the company's requested variance, such as increased air and noise pollution.[7]

Appellants assert that they are adjacent landowners to some of the parcel map applicants; however, they do not provide any evidence to support that fact or to indicate that they are adversely impacted by the parcel map applications in any way. Moreover, the record indicates that the parcels complied with the zoning regulations and were not alleged to have any impact outside of the property being parceled. Thus, we conclude that there is no evidence that appellants have shown an adversely or substantially impacted property right that would give them standing to appeal the parcel map application approvals under NRS 278.464(6).

Because appellants lacked standing to appeal the parcel map application approvals, we need not affirmatively address whether NRS 278.464(6) requires public notice of pending parcel map applications. We do note, however, that under traditional statutory interpretation, the absence of any explicit public notice requirement suggests that none is required for those who are not aggrieved.[8] Moreover, because appellants fail to show a substantially impacted property right for purposes of showing they are "aggrieved parties," we conclude that no procedural due process rights are implicated

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[7]112 Nev. 649, 652, 918 P.2d 305, 307 (1996).

[8]See Charlie Brown Constr. Co. v. Boulder City, 106 Nev. 497, 503, 797 P.2d 946, 949 (1990), overruled on other grounds by Calloway v. City of Reno, 116 Nev. 250, 993 P.2d 1259 (2000).

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or affected.[9] Finally, appellants' third argument, that notice was required under the Open Meeting Law, also need not be addressed absent standing to challenge the Planning Board's decisions.

Next, appellants contend that because the parcel map applications did not comply with the Paradise Valley Master Plan, the Planning Board abused its discretion in granting the applications. In County of Clark v. Doumani, we concluded that a master plan is generally afforded a presumption of applicability.[10] But we also stated that master plans "should not be viewed as a 'legislative straightjacket from which no leave can be taken'" - local discretion is permissible.[11]

The statutory language regarding the relationship of master plans and preexisting zoning regulations is somewhat conflicting. NRS 278.250(2) only requires zoning regulations to conform to a master plan when enacted or adopted after the master plan has been passed. NRS 278.0284 provides that subsequent zoning regulations should be adopted in accordance with the master plan and also requires planning boards in counties with 100,000 to 400,000 people to review preexisting land use ordinances after a master plan is adopted. NRS 278.0284 also states that "[i]f any provision of the master plan is inconsistent with any regulation relating to land development, the provision of the master plan governs any action taken in regard to an application for development." But there is no similar provision for counties, such as

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[9]See Burgess v. Storey County, 116 Nev. 121, 124-25, 992 P.2d 856, 858 (2000); see also Bing Construction v. Douglas County, 107 Nev. 262, 266, 810 P.2d 768, 770 (1991).

[10]114 Nev. at 53-54, 952 P.2d at 17 (quoting Enterprise Citizens, 112 Nev. at 659, 918 P.2d at 311).

[11]Id.

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Humboldt County, that have less than 100,000 residents. In contrast, NRS 278.349(3)(e) provides that existing zoning ordinances take precedence over more recent master plans for tentative subdivision maps.

Because the zoning ordinance existed before the Paradise Valley Master Plan, and the county did not revise its zoning ordinances after the master plan was adopted, NRS 278.250(2) does not apply. Moreover, the record indicates that the Planning Board considered the effect of the Master Plan acreage requirement as it pertained to the applications affected by it and concluded that the policy of the Master Plan to maintain a certain quality of life was not contravened by approving these parcel map applications.[12] Because we afford deference to local land use decisions, we conclude that there was no error in approving parcel map applications that did not expressly conform to the master plan, and the district court did not abuse its discretion in denying relief to that effect.

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[12]The section of the Paradise Valley Master Plan dealing with zoning requirements is not a clear-cut acreage requirement, stating:

> This board feels that growth must be carefully planned to maintain the aesthetic quality of our lifestyles. We all choose to live here because of the wide-open spaces and very few neighbors. We are fully aware that often times ranchers and farmers must parcel some of their land in order to maintain their livelihood. We just ask that all of this be well-planned for the health and welfare of our whole community.
>
> This board knows it cannot tell our neighbors how to zone their property. We would highly recommend that all the large property owners re-zone to an agricultural zone of any given size. Agricultural zoning ranges from 2 ½ acres to 80 acres per parcel. We recommend this zoning simply because it will protect the rights

continued on next page . . .

(O)-4892

Appellants also contend that the parcel map application approvals are void because the applicants intentionally evaded subdivision requirements under NRS 278.320, which are more stringent than those for parcel maps under NRS 278.461, by filing multiple applications on a single parcel of land. In Groso v. Lyon County, we concluded that the mere filing of multiple, simultaneous applications on a contiguous tract under the same ownership did not automatically constitute evasion of subdivision requirements absent other evidence that subdivision requirements should have been followed.[13] There is no evidence in this case to suggest that the parcel map applicants filed their applications to purposefully evade subdivision requirements or that other requirements of NRS 278.320 applied. Thus, we conclude that the district court properly denied the petition for a writ of mandamus on those grounds.

Finally, appellants contend that the applicants' failure to apply for a variance from the master plan rendered their applications void. The case law appellants rely on deals only with variances from specific zoning ordinances and not variances from master plans.[14] In fact, we could find no case law or statutes that require deviations from a master plan to be specifically petitioned for.[15] NRS 278.210 and NRS 278.220 provide only for amendments to the master plan itself

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. . . *continued*

to continue raising livestock within the area.

[13]100 Nev. 522, 524, 688 P.2d 302, 303-04 (1984).

[14]See Enterprise Citizens, 112 Nev. at 654, 918 P.2d at 308-09.

[15]See, e.g., Doumani, 114 Nev. at 54, 952 P.2d at 18; City of Reno v. Lars Andersen and Assocs., 111 Nev. 522, 894 P.2d 984 (1995); Nova Horizon v. City Council, 105 Nev. 92, 93, 769 P.2d 721, 721 (1989).

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and not for applications for specific parcels and their compliance with the master plan. Finally, NRS 278.315(1) requires local ordinances to set forth procedures for applying for variances. Humboldt County Ordinance 16.16.160 does not require a variance for a deviation from a master plan.

Accordingly, we conclude that none of appellants' contentions has merit, and that the district court did not abuse its discretion in denying the petition for a writ of mandamus. For the aforementioned reasons, we therefore

ORDER the judgment of the district court AFFIRMED.

_____, J.
Shearing

_____, J.
Agosti

_____, J.
Rose

cc: Hon. Richard Wagner, District Judge
Humboldt County District Attorney
Steven F. Bus
Humboldt County Clerk

(O)-1932

BILL NO. Z-2001-1

ORDINANCE NO.5353

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

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

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

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

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

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

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

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

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

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

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Val Steed 7-6-01
Date

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

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

VOTING "NAY": None

ABSENT: None

APPROVED:

OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

Prepared 7/6/2001

PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508415014	R-E	R-PD6	12516616013	U(PCD)	R-PD5	12528712020	R-E	R-PD7	13831614029	U(ML)	R-PD7
12508415015	R-E	R-PD6	12516616014	U(PCD)	R-PD5	12528712021	R-E	R-PD7	13831614030	U(ML)	R-PD7
12508415016	R-E	R-PD6	12516616015	U(PCD)	R-PD5	12528712022	R-E	R-PD7	13831614031	U(ML)	R-PD7
12508415017	R-E	R-PD6	12516616016	U(PCD)	R-PD5	12528712023	R-E	R-PD7	13831614032	U(ML)	R-PD7
12508415018	R-E	R-PD6	12516616017	U(PCD)	R-PD5	12528712024	R-E	R-PD7	13831614033	U(ML)	R-PD7
12508415019	R-E	R-PD6	12516616018	U(PCD)	R-PD5	12528712025	R-E	R-PD7	13831614034	U(ML)	R-PD7
12508415020	R-E	R-PD6	12516616019	U(PCD)	R-PD5	12528712026	R-E	R-PD7	13831614035	U(ML)	R-PD7
12508415021	R-E	R-PD6	12516616020	U(PCD)	R-PD5	12528712027	R-E	R-PD7	13831614036	U(ML)	R-PD7
12508415022	R-E	R-PD6	12516616021	U(PCD)	R-PD5	12528712028	R-E	R-PD7	13831697001	U(ML)	R-PD7
12508415023	R-E	R-PD6	12516616022	U(PCD)	R-PD5	12528712029	R-E	R-PD7	13831697002	U(ML)	R-PD7
12508415024	R-E	R-PD6	12516616023	U(PCD)	R-PD5	12528712030	R-E	R-PD7	13831697003	U(ML)	R-PD7
12508415025	R-E	R-PD6	12516616024	U(PCD)	R-PD5	12528712031	R-E	R-PD7	13831697004	U(ML)	R-PD7
12508415026	R-E	R-PD6	12516616025	U(PCD)	R-PD5	12528712032	R-E	R-PD7	13831697005	U(ML)	R-PD7
12508415027	R-E	R-PD6	12516616026	U(PCD)	R-PD5	12528712033	R-E	R-PD7	13831697006	U(ML)	R-PD7
12508415028	R-E	R-PD6	12516616027	U(PCD)	R-PD5	12528712034	R-E	R-PD7	13831697007	U(ML)	R-PD7
12508415029	R-E	R-PD6	12516616028	U(PCD)	R-PD5	12528712035	R-E	R-PD7	13831697008	U(ML)	R-PD7
12508416001	R-E	R-PD6	12516616029	U(PCD)	R-PD5	12528712036	R-E	R-PD7	13831697009	U(ML)	R-PD7
12508416002	R-E	R-PD6	12516616030	U(PCD)	R-PD5	12528712037	R-E	R-PD7	13831697010	U(ML)	R-PD7
12508416003	R-E	R-PD6	12516616031	U(PCD)	R-PD5	12528712038	R-E	R-PD7	13831697011	U(ML)	R-PD7
12508416004	R-E	R-PD6	12516616032	U(PCD)	R-PD5	12528712039	R-E	R-PD7	13831710001	U(ML)	R-PD7
12508416005	R-E	R-PD6	12516616033	U(PCD)	R-PD5	12528712040	R-E	R-PD7	13831710002	U(ML)	R-PD7
12508416006	R-E	R-PD6	12516616034	U(PCD)	R-PD5	12528712041	R-E	R-PD7	13831710003	U(ML)	R-PD7
12508416007	R-E	R-PD6	12516616035	U(PCD)	R-PD5	12528712042	R-E	R-PD7	13831710004	U(ML)	R-PD7
12508416008	R-E	R-PD6	12516616036	U(PCD)	R-PD5	12528712043	R-E	R-PD7	13831710005	U(ML)	R-PD7
12508416009	R-E	R-PD6	12516616037	U(PCD)	R-PD5	12528712044	R-E	R-PD7	13831710006	U(ML)	R-PD7
12508416010	R-E	R-PD6	12516616038	U(PCD)	R-PD5	12528712045	R-E	R-PD7	13831710007	U(ML)	R-PD7
12508416011	R-E	R-PD6	12516616039	U(PCD)	R-PD5	12528712046	R-E	R-PD7	13831710008	U(ML)	R-PD7
12508416012	R-E	R-PD6	12516616040	U(PCD)	R-PD5	12528712047	R-E	R-PD7	13831710009	U(ML)	R-PD7
12508416013	R-E	R-PD6	12516616041	U(PCD)	R-PD5	12528712048	R-E	R-PD7	13831710010	U(ML)	R-PD7
12508416014	R-E	R-PD6	12516616042	U(PCD)	R-PD5	12528712049	R-E	R-PD7	13831710011	U(ML)	R-PD7
12508416015	R-E	R-PD6	12516616043	U(PCD)	R-PD5	12528712050	R-E	R-PD7	13831710012	U(ML)	R-PD7
12508416016	R-E	R-PD6	12516616044	U(PCD)	R-PD5	12528712051	R-E	R-PD7	13831711001	U(ML)	R-PD7
12508416017	R-E	R-PD6	12516616045	U(PCD)	R-PD5	12528712052	R-E	R-PD7	13831711002	U(ML)	R-PD7
12508416018	R-E	R-PD6	12516616046	U(PCD)	R-PD5	12528712053	R-E	R-PD7	13831711003	U(ML)	R-PD7
12508416019	R-E	R-PD6	12516616047	U(PCD)	R-PD5	12528712054	R-E	R-PD7	13831712001	U(ML)	R-PD7
12508416020	R-E	R-PD6	12516616048	U(PCD)	R-PD5	12528712055	R-E	R-PD7	13831712002	U(ML)	R-PD7
12508416021	R-E	R-PD6	12516616049	U(PCD)	R-PD5	12528712056	R-E	R-PD7	13831712003	U(ML)	R-PD7
12508416022	R-E	R-PD6	12516616050	U(PCD)	R-PD5	12528712057	R-E	R-PD7	13831712004	U(ML)	R-PD7
12508416023	R-E	R-PD6	12516616051	U(PCD)	R-PD5	12528712058	R-E	R-PD7	13831797001	U(ML)	R-PD7
12508416024	R-E	R-PD6	12516616052	U(PCD)	R-PD5	12528712059	R-E	R-PD7	13831797002	U(ML)	R-PD7
12508416025	R-E	R-PD6	12516616053	U(PCD)	R-PD5	12528712060	R-E	R-PD7	13831797003	U(ML)	R-PD7
12508416026	R-E	R-PD6	12516616054	U(PCD)	R-PD5	12528712061	R-E	R-PD7	13831810001	U(ML)	R-PD7
12508416027	R-E	R-PD6	12516616055	U(PCD)	R-PD5	12528712062	R-E	R-PD7	13831810002	U(ML)	R-PD7
12508416028	R-E	R-PD6	12516616056	U(PCD)	R-PD5	12528712063	R-E	R-PD7	13831810003	U(ML)	R-PD7
12508497001	R-E	R-PD6	12516616057	U(PCD)	R-PD5	12528712064	R-E	R-PD4	13831810004	U(ML)	R-PD7
12508497002	R-E	R-PD6	12516697001	R-E	R-PD6	12528712065	R-E	R-PD4	13831810005	U(ML)	R-PD7
12508497003	R-E	R-PD6	12516697002	R-E	R-PD6	12528712066	R-E	R-PD4	13831810006	U(ML)	R-PD7
12508497004	R-E	R-PD6	12516697003	R-E	R-PD6	12528712067	R-E	R-PD4	13831810007	U(ML)	R-PD7
12508497005	R-E	R-PD6	12516697004	U(PCD)	R-PD5	12528712068	R-E	R-PD4	13831810008	U(ML)	R-PD7
12508497006	R-E	R-PD6	12516697005	U(PCD)	R-PD5	12528712069	R-E	R-PD4	13831810009	U(ML)	R-PD7
12508497007	R-E	R-PD6	12516697006	U(PCD)	R-PD5	12528712070	R-E	R-PD4	13831810010	U(ML)	R-PD7
12508497008	R-E	R-PD6	12516697007	U(PCD)	R-PD5	12528712071	R-E	R-PD7	13831810011	U(ML)	R-PD7
12508610001	U(PCD)	R-PD2	12516697008	U(PCD)	R-PD5	12528810001	R-E	R-PD6	13831810012	U(ML)	R-PD7
12508610002	U(PCD)	R-PD2	12516697009	U(PCD)	R-PD5	12528810002	R-E	R-PD6	13831810013	U(ML)	R-PD7
12508610003	U(PCD)	R-PD2	12516697010	U(PCD)	R-PD5	12528810003	R-E	R-PD6	13831810014	U(ML)	R-PD7
12508610004	U(PCD)	R-PD2	12516697011	U(PCD)	R-PD5	12528810004	R-E	R-PD6	13831810015	U(ML)	R-PD7

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Prepared 7/6/2001

PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508320001	R-E	R-PD6	12516613003	R-E	R-PD6	12526510047	R-E	R-PD3	13831420002	U(ML)	R-PD7
12508320002	R-E	R-PD6	12516613004	R-E	R-PD6	12526510048	R-E	R-PD3	13831420003	U(ML)	R-PD7
12508320003	R-E	R-PD6	12516613005	R-E	R-PD6	12526597001	R-E	R-PD3	13831420004	U(ML)	R-PD7
12508320004	R-E	R-PD6	12516613006	R-E	R-PD6	12526597002	R-E	R-PD3	13831420005	U(ML)	R-PD7
12508320005	R-E	R-PD6	12516613007	R-E	R-PD6	12527312001	U(ML)	R-CL	13831420006	U(ML)	R-PD7
12508320006	R-E	R-PD6	12516613008	R-E	R-PD6	12527312002	U(ML)	R-CL	13831420007	U(ML)	R-PD7
12508320007	R-E	R-PD6	12516613009	R-E	R-PD6	12527312003	U(ML)	R-CL	13831420008	U(ML)	R-PD7
12508320008	R-E	R-PD6	12516613010	R-E	R-PD6	12527312004	U(ML)	R-CL	13831420009	U(ML)	R-PD7
12508320009	R-E	R-PD6	12516613011	R-E	R-PD6	12527312005	U(ML)	R-CL	13831420010	U(ML)	R-PD7
12508320010	R-E	R-PD6	12516613012	R-E	R-PD6	12527312006	U(ML)	R-CL	13831420011	U(ML)	R-PD7
12508320011	R-E	R-PD6	12516613013	R-E	R-PD6	12527312007	U(ML)	R-CL	13831420012	U(ML)	R-PD7
12508320012	R-E	R-PD6	12516613014	R-E	R-PD6	12527312008	U(ML)	R-CL	13831420013	U(ML)	R-PD7
12508320013	R-E	R-PD6	12516613015	R-E	R-PD6	12527312009	U(ML)	R-CL	13831420014	U(ML)	R-PD7
12508320014	R-E	R-PD6	12516613016	R-E	R-PD6	12527312010	U(ML)	R-CL	13831420015	U(ML)	R-PD7
12508320015	R-E	R-PD6	12516613017	R-E	R-PD6	12527312011	U(ML)	R-CL	13831420016	U(ML)	R-PD7
12508320016	R-E	R-PD6	12516613018	R-E	R-PD6	12527312012	U(ML)	R-CL	13831420017	U(ML)	R-PD7
12508320017	R-E	R-PD6	12516613019	R-E	R-PD6	12527312013	U(ML)	R-CL	13831420018	U(ML)	R-PD7
12508320018	R-E	R-PD6	12516613020	R-E	R-PD6	12527312014	U(ML)	R-CL	13831420019	U(ML)	R-PD7
12508320019	R-E	R-PD6	12516613021	R-E	R-PD6	12527312015	U(ML)	R-CL	13831420020	U(ML)	R-PD7
12508320020	R-E	R-PD6	12516613022	R-E	R-PD6	12527312016	U(ML)	R-CL	13831420021	U(ML)	R-PD7
12508320021	R-E	R-PD6	12516613023	R-E	R-PD6	12527312017	U(ML)	R-CL	13831420022	U(ML)	R-PD7
12508320022	R-E	R-PD6	12516613024	R-E	R-PD6	12527312018	U(ML)	R-CL	13831420023	U(ML)	R-PD7
12508320023	R-E	R-PD6	12516613025	R-E	R-PD6	12527312019	U(ML)	R-CL	13831420024	U(ML)	R-PD7
12508320024	R-E	R-PD6	12516613026	R-E	R-PD6	12527312020	U(ML)	R-CL	13831420025	U(ML)	R-PD7
12508320025	R-E	R-PD6	12516613027	R-E	R-PD6	12527312021	U(ML)	R-CL	13831420026	U(ML)	R-PD7
12508320026	R-E	R-PD6	12516613028	R-E	R-PD6	12527312022	U(ML)	R-CL	13831420027	U(ML)	R-PD7
12508320027	R-E	R-PD6	12516613029	R-E	R-PD6	12527312023	U(ML)	R-CL	13831420028	U(ML)	R-PD7
12508320028	R-E	R-PD6	12516613030	R-E	R-PD6	12527312024	U(ML)	R-CL	13831421001	U(ML)	R-PD7
12508320029	R-E	R-PD6	12516613031	R-E	R-PD6	12527312025	U(ML)	R-CL	13831421002	U(ML)	R-PD7
12508321001	R-E	R-PD6	12516613032	R-E	R-PD6	12527312026	U(ML)	R-CL	13831421003	U(ML)	R-PD7
12508321002	R-E	R-PD6	12516613033	R-E	R-PD6	12527312027	U(ML)	R-CL	13831421004	U(ML)	R-PD7
12508321003	R-E	R-PD6	12516613034	R-E	R-PD6	12527312028	U(ML)	R-CL	13831421005	U(ML)	R-PD7
12508321004	R-E	R-PD6	12516613035	R-E	R-PD6	12527312029	U(ML)	R-CL	13831421006	U(ML)	R-PD7
12508321005	R-E	R-PD6	12516613036	R-E	R-PD6	12527312030	U(ML)	R-CL	13831421007	U(ML)	R-PD7
12508321006	R-E	R-PD6	12516613037	R-E	R-PD6	12527312031	U(ML)	R-CL	13831421008	U(ML)	R-PD7
12508321007	R-E	R-PD6	12516613038	R-E	R-PD6	12527312032	U(ML)	R-CL	13831421009	U(ML)	R-PD7
12508321008	R-E	R-PD6	12516613039	R-E	R-PD6	12527312033	U(ML)	R-CL	13831421010	U(ML)	R-PD7
12508321009	R-E	R-PD6	12516613040	R-E	R-PD6	12527312034	U(ML)	R-CL	13831421011	U(ML)	R-PD7
12508321010	R-E	R-PD6	12516613041	R-E	R-PD6	12527312035	U(ML)	R-CL	13831421012	U(ML)	R-PD7
12508321011	R-E	R-PD6	12516613042	R-E	R-PD6	12527312036	U(ML)	R-CL	13831421013	U(ML)	R-PD7
12508321012	R-E	R-PD6	12516613043	R-E	R-PD6	12527312037	U(ML)	R-CL	13831421014	U(ML)	R-PD7
12508321013	R-E	R-PD6	12516613044	R-E	R-PD6	12527312038	U(ML)	R-CL	13831422001	U(ML)	R-PD7
12508321014	R-E	R-PD6	12516613045	R-E	R-PD6	12527312039	U(ML)	R-CL	13831422002	U(ML)	R-PD7
12508321015	R-E	R-PD6	12516613046	R-E	R-PD6	12527312040	U(ML)	R-CL	13831497001	U(ML)	R-PD7
12508321016	R-E	R-PD6	12516613047	R-E	R-PD6	12527312041	U(ML)	R-CL	13831497002	U(ML)	R-PD7
12508321017	R-E	R-PD6	12516613048	R-E	R-PD6	12527312042	U(ML)	R-CL	13831497003	U(ML)	R-PD7
12508321018	R-E	R-PD6	12516613049	R-E	R-PD6	12527312043	U(ML)	R-CL	13831497004	U(ML)	R-PD7
12508321019	R-E	R-PD6	12516613050	R-E	R-PD6	12528710001	R-E	R-PD4	13831497005	U(ML)	R-PD7
12508321020	R-E	R-PD6	12516613051	R-E	R-PD6	12528710002	R-E	R-PD4	13831497006	U(ML)	R-PD7
12508321021	R-E	R-PD6	12516613052	R-E	R-PD6	12528710003	R-E	R-PD4	13831497007	U(ML)	R-PD7
12508321022	R-E	R-PD6	12516613053	R-E	R-PD6	12528710004	R-E	R-PD4	13831497008	U(ML)	R-PD7
12508321023	R-E	R-PD6	12516614001	R-E	R-PD6	12528710005	R-E	R-PD4	13831497009	U(ML)	R-PD7
12508397001	R-E	R-PD6	12516614002	R-E	R-PD6	12528710006	R-E	R-PD4	13831497010	U(ML)	R-PD7
12508397002	R-E	R-PD6	12516614003	R-E	R-PD6	12528710007	R-E	R-PD4	13831497011	U(ML)	R-PD7
12508397003	R-E	R-PD6	12516614004	R-E	R-PD6	12528710008	R-E	R-PD4	13831497012	U(ML)	R-PD7
12508397004	R-E	R-PD6	12516614005	R-E	R-PD6	12528710009	R-E	R-PD4	13831610002	U(PR)	R-PD7

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Prepared 7/6/2001

PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
12508212001	R-E	R-PD6	12516511074	R-E	R-PD6	12525810031	R-E	R-1	13828224075	U(M)	R-PD20
12508212002	R-E	R-PD6	12516511075	R-E	R-PD6	12525810032	R-E	R-1	13828224076	U(M)	R-PD20
12508212003	R-E	R-PD6	12516511076	R-E	R-PD6	12525810033	R-E	R-1	13828224077	U(M)	R-PD20
12508212004	R-E	R-PD6	12516511077	R-E	R-PD6	12525810034	R-E	R-1	13828224078	U(M)	R-PD20
12508212005	R-E	R-PD6	12516511078	R-E	R-PD6	12525810035	R-E	R-1	13828224079	U(M)	R-PD20
12508212006	R-E	R-PD6	12516511079	R-E	R-PD6	12525810036	R-E	R-1	13828224080	U(M)	R-PD20
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12508212017	R-E	R-PD6	12516511090	R-E	R-PD6	12525810047	R-E	R-1	13828224091	U(M)	R-PD20
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12508214001	R-E	R-PD6	12516513002	R-E	R-PD6	12525810086	R-E	R-1	13831214006	U(ML)	R-PD7

18.67 *

Prepared 7/6/2001

PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING	PARCEL NUMBER	CURRENT ZONING	NEW ZONING
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12508311003	R-E	R-PD6	12516514013	R-E	R-PD4	12525811105	R-E	R-CL	13831314012	U(ML)	R-PD7

THE JIMMERSON LAW FIRM
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

James J. Jimmerson*
Michael C. Flaxman
Kristine Brewer

*ALSO ADMITTED IN CALIFORNIA
**MEMBER, NATIONAL TRIAL LAWYERS TOP 100 LAWYERS
**MARTINDALE-HUBBELL "AV" PREEMINENT
**SUPER LAWYERS BUSINESS LITIGATION
**STEPHEN NAIFEH "BEST LAWYERS"
**RECIPIENT OF THE PRESTIGIOUS ELLIS ISLAND MEDAL OF HONOR, 2012
**FELLOW, AMERICAN ACADEMY OF MATRIMONIAL LAWYERS
**DIPLOMAT, AMERICAN COLLEGE OF FAMILY TRIAL LAWYEERS
**FAMILY LAW SPECIALIST, NEVADA STATE BAR

December 7, 2016

By Email and U.S. Mail
Brad Jerbic, Esq.
Las Vegas City Attorney
Las Vegas City Hall
495 S. Main Street
Las Vegas, NV 89101

Dear Mr. Jerbic:

This letter is communicated to you and to your City Manager and the Honorable City Councilpersons to address a serious issue that threatens to deprive our clients' land use and property rights that we would ask you to address and correct immediately.

Our firm has the privilege and pleasure of representing land owners Fore Stars, Ltd., 180 Land Co., LLC and Seventy Acres, LLC, and those companies' manager, EHB Companies, LLC. Our clients have had the privilege of appearing before the City Planning Commission on October 18, 2016, and before the City Council on November 16, 2016.

Following the City Council's meeting, our clients decided that they desire to develop a portion of the land owned by 180 Land Co., LLC, to develop 61 homes on approximately 35 acres of land which is presently zoned R-PD7, and in a manner that is compatible with existing housing, compatible with existing density, lot sizes, and landscape requirements, and otherwise meets the requirements of the City relative to the development of single family residence homes.

In Pre-Application prior meeting(s) with the City of Las Vegas Department of Planning, and others, our clients have been advised that a General Plan Amendment to the General Plan, which is also known as the City Master Plan, was not needed in conjunction with our clients proposed development of 61 houses on approximately 35 acres. It was not needed because at the time of the Property being zoned in 1990, as detailed by Mr. Jerbic in communications at the City Planning Commission and the City Council, as well as in private communications with our clients and others, that hard zoning at R-PD7 had been placed upon this property in 1990 without any type of a conflicting Master Plan. The hard zoning was confirmed by City Ordinance in 2001.

However, our clients have been advised earlier today, Wednesday, December 7, 2016, a day that will forever live in infamy, that a General Plan Amendment is required to be filed

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contemporaneously with the site plan development for 61 lots on the 35 acres, without which, according to Mr. Swanton, the application for approval of the 61 lots on the 35 acres "would not be accepted."

Our clients have been advised exactly the opposite on multiple occasions prior to today, specifically, that a General Plan Amendment was not required, and if it were to be required, it could be done later on in the project and did not have to be filed concurrently with the submission of the tentative map, and certainly was not something that would be required as a condition to the City Planning Department considering the tentative map for 61 homes on the 35 acres. The basis for this, it now appears, comes from a new position of the City of Las Vegas that there exists a General Plan designation of PR-OS upon the land owned by our clients, for which the tentative map applies and that somehow the General Plan or PR-OS must be amended to Medium Residential Development as part of the application as a condition to develop these homes.

Reference is made to the letter of Frank Pankratz to Tom Perrigo of today's date, which is quoted herein verbatim, as follows:

> "Tom,
>
> We wanted to follow-up to the telephone conversation of today with Peter, Chris Kaempfer and I concerning the apparent PROS general plan designation on the property on which The Badlands golf course was operated ("Property"). We have researched extensively the issue of when, or if, the general plan designation of PROS was placed on the Property.
>
> First, we can find absolutely no evidence that the PROS designation was in place on the Property prior to 1997; which means it clearly could not have been in place prior to the time the RPD-7 designation was established for the Property. The 27-golf course was not completed until 1997 to 1999, and as such, the PROS designation could not have been added before that time period. Further your office has advised us that the designation, if it exists occurred much later perhaps 2015, although you told us that you "could not find" any record of the designation. The attached two letters would further confirm that.
>
> Secondly, and more important fundamentally, we can find absolutely no evidence that the PROS general plan designation was placed on the Property through a formal, publicly noticed hearing process. Unless The City can direct us to the date and time that this formal, public hearing process took place, we must assume that the general plan designation of PROS, if designated at all, was placed on the Property through an administrative process or action of some kind. It is our understanding that a general plan designation on property cannot be added or changed except through a formal, public hearing process with all affected property

owners having reasonable notice and an opportunity to be heard. So if, in fact, no such public hearing process took place, the general plan designation of PROS, if it exists, was placed on the Property inappropriately and improperly and is not valid. We must therefore insist that any such PROS designation be removed from the Property forthwith.

In reading NRS 278.349 (3) (e), the PROS designation, even if such a designation exists, does not affect the existing R-PD7 zoning on the Property or the development rights we have under that existing zoning designation. The PROS general plan designation, if it exists at all, is clearly improperly on the Property and must be removed. If The City is taking the positon that the PROS General Plan designation does in fact exist on the Property, than The City has severely damaged the Property for which The City, at the least, would be responsible. Thank you for your immediate attention to this matter.

180 Land Co LLC, Seventy Acres LLC and Fore Stars Ltd.
Nevada limited liability companies

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

By: _____
Name: Frank Pankratz
Its: Manager
Date: _____"

(A copy of this letter and its two attachments are enclosed herewith).

The City's position, quite candidly, constitutes improper conduct by the City of Las Vegas. Please see Section 3 on Page 2 of the attached Ordinance #3636, which adopted the City of Las Vegas' "General Plan". This is the General Plan that was adopted prior to the 2020 Master Plan in September of 2000. It states, "The adoption of the General Plan referred to in this Ordinance shall not be deemed to modify or invalidate any proceeding, zoning designation, or development approval that occurred before the adoption of the Plan nor shall it be deemed to affect the Zoning Map adopted by and referred to in LVMC 19.02.040."

In this regard, we would like to have the following questions answered by the City of Las Vegas in the next 10 days:

1. If the City's position is that there exists a PROS Master Plan designation on the Property owned by our clients, on what date and by what action was this Master Plan designation imposed upon that Property?

   Please provide copies of all such actions by the City Planning Commission and City Council, as provided by NRS 278.240.

2. What written notice was given to the landowners of the Property with regard to a PROS Master Plan land use designation? And when? In this regard, who was given written notice in conformance with the Nevada Revised Statutes?

   Please provide copies of any and all written document(s) or notice(s) you may claim was given to the landowners, the landowners within 750 feet of the property, and the thirty (30) closest landowners as specified in NRS 278.260.

3. If the City of Las Vegas has placed without notice to the Property Owners a PR-OS land designation upon earlier-zoned R-PD7 Property, what remedies does the Property Owner possess?

This new position by the City of Las Vegas, in our view, appears to be fabricated, and/or fraudulent, a breach of our clients' rights, and completely at odds with all prior representations in writing or otherwise that have been made by the City and its representatives to our clients. Any type of maintenance of such an improper position constitutes an intentional action on the part of the City of Las Vegas which places itself on a collision course with our clients' dedicated rights to development on their Property.

If we are misunderstanding the City's new position, we ask you for an immediate clarification.

We look forward to your response to these questions, and to your explanation as to why the City is now taking this position of requiring a GPA as a condition to submit our clients' tentative map request by our clients to build its property.

If, in fact, the City of Las Vegas is attempting to improperly add conditions and/or restrictions to the use of our clients' Property, such actions clearly expose the City of Las Vegas to liability and substantial money damages together with our clients' rights to receive equitable and injunctive relief. The same could constitute a taking. Regardless, any attempts to impose a PR-OS land designation upon our clients' property is illegal, invalid and unenforceable, and the same should be struck down. Such actions by the City constitute irreparable injury to our clients, harm the enjoyment and use of their Property, and about which our clients can establish a likelihood of success on the merits.

Our clients simply wish to develop their Property based on existing zoning and land use rights and wish to work with the City of Las Vegas in a proper manner. The City's action to attempt to impose a Master Plan (General Plan) Amendment of PR-OS land designation upon our clients' property is improper and should not stand.

Thank you in advance for your anticipated consideration, cooperation, and comprehensive response.

Sincerely,

THE JIMMERSON LAW FIRM, P.C.

James J. Jimmerson, Esq.
JJJ/sp/ks

cc: Carolyn Goodman, Mayor
Steven D. Ross
Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers
Betsy Fretwell, City Manager
Tom Perrigo
Yohan Lowie
Vickie DeHart
Frank Pankratz
Todd Davis, Esq.
Chris Kaempfer, Esq.

Tom,

We wanted to follow-up to the telephone conversation of today with Peter, Chris Kaempfer and I concerning the apparent PROS general plan designation on the property on which The Badlands golf course was operated ("Property"). We have researched extensively the issue of when, or if, the general plan designation of PROS was placed on the Property.

First, we can find absolutely no evidence that the PROS designation was in place on the Property prior to 1997; which means it clearly could not have been in place prior to the time the RPD-7 designation was established for the Property. The 27-golf course was not completed until 1997 to 1999, and as such, the PROS designation could not have been added before that time period. Further your office has advised us that the designation, if it exists occurred much later perhaps 2015, although you told us that you "could not find" any record of the designation. The attached two letters would further confirm that.

Secondly, and more important fundamentally, we can find absolutely no evidence that the PROS general plan designation was placed on the Property through a formal, publicly noticed hearing process. Unless The City can direct us to the date and time that this formal, public hearing process took place, we must assume that the general plan designation of PROS, if designated at all, was placed on the Property through an administrative process or action of some kind. It is our understanding that a general plan designation on property cannot be added or changed except through a formal, public hearing process with all affected property owners having reasonable notice and an opportunity to be heard. So if, in fact, no such public hearing process took place, the general plan designation of PROS, if it exists, was placed on the Property inappropriately and improperly and is not valid. We must therefore insist that any such PROS designation be removed from the Property forthwith.

In reading NRS 278.349 (3) (e), the PROS designation, even if such a designation exists, does not affect the existing R-PD7 zoning on the Property or the development rights we have under that existing zoning designation. The PROS general plan designation, if it exists at all, is clearly improperly on the Property and must be removed. If The City is taking the positon that the PROS General Plan designation does in fact exist on the Property, than The City has severely damaged the Property for which The City, at the least, would be responsible. Thank you for your immediate attention to this matter.

180 Land Co LLC, Seventy Acres LLC and Fore Stars Ltd.
Nevada limited liability companies

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

By: _____
Name: Frank Pankratz
Its: Manager
Date: _____

cc Peter Lowenstein
Attachements-2

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q CALLISTER
MICHAEL J MCDONALD
GARY REESE

CITY MANAGER
LARRY K BARTON

CITY of LAS VEGAS

PLANNING AND DEVELOPMENT DEPARTMENT

October 8, 1996

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

Re BADLANDS GOLF COURSE, PHASE 2

Dear Mr Spitze

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

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

Very truly yours,

Robert S Genzer, Planning Supervisor
Current Planning Division

RSG erh

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

CLV 7009
2810 018 6/15

PENTACORE

Civil Engineering
Construction Management
Land Surveying
Planning
ADA Consulting

0171 0030

September 4, 1996

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

RE Badlands Golf Course, Phase 2

Dear Bob

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

Thank you for your consideration in this matter

Sincerely,

Clyde O Spitze
Vice President

RECEIVED
SEP 4 4 58 PM '96
PLANNING AND DEVELOPMENT

z-146-94
Z-17-90

6763 West Charleston Boulevard • Las Vegas, Nevada 89102 • (702) 258-0116 • Fax (702) 258-4958

ADDENDUM "1" TO
PURCHASE AGREEMENT, EARNEST MONEY
RECEIPT AND ESCROW INSTRUCTIONS

CUSTOM LOTS AT QUEENSRIDGE DOCUMENTS AND DISCLOSURES

ALL OF THE DOCUMENTS LISTED BELOW ARE IMPORTANT TO THE PURCHASE OF THE LOT, SHOULD BE READ BY PURCHASER AND, AT THE CLOSE OF ESCROW, SHALL BE DEEMED TO HAVE BEEN READ AND APPROVED BY PURCHASER. PURCHASER IS ADVISED TO RETAIN ALL DOCUMENTS FOR FUTURE REFERENCE. COPIES OF THESE DOCUMENTS SHOULD BE GIVEN TO ANY PERSON(S) WHO MAY IN THE FUTURE PURCHASE THE LOT FROM PURCHASER. BY EXECUTING THIS AGREEMENT AND INITIALING BESIDE THE DESCRIPTION OF EACH DOCUMENT, PURCHASER(S) HEREBY ACKNOWLEDGES RECEIPT OF COPIES OF THE FOLLOWING:

Initials:

A. Affirmation Form Purchaser On-The-Lot Inspection (Custom Lots) (Attachment "B" to this Agreement).

B. Public Offering Statement for Queensridge (Custom Lots)., and the attachments thereto, which are:

a. Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge and the first amendment thereto.

b. Supplemental Declaration for Queensridge North Special Benefits Area.

c. Declaration of Annexation for Queensridge Parcel 20 (Queensridge North Custom Lots).

d. Restated Articles of Incorporation of Queensridge Owners Association.

e. Bylaws of Queensridge Owners Association.

f. Queensridge Owners Association Budget.

g. Queensridge North Special Benefits Area Budget.

h. Orient Express Special Benefits Area Budget Projections.

C. Supplemental Declaration for the Adoption of Section C of the Master Planned Community Standards (Custom Lot Design Guidelines).

D. Preliminary Report No. ..... dated as of ....., ... issued by Nevada Title Company ("Title Report").

E. Notice of Zoning Designation of Adjoining Lot (Attachment "C" to this Agreement).

F. Real Estate Agency Disclosure Form.

G. Purchase Agreement, Earnest Money Receipt and Escrow Instructions.

H. Good Faith Estimate of Private Roadway Maintenance Costs (Attachment "D" to this Agreement)

I. Form of Grant, Bargain and Sale Deed (Attachment "A" to this Agreement).

ADDITIONAL DISCLOSURES

1. Overhead Power Lines. At present, there exists along Charleston Boulevard 138kv overhead power lines and a substation near the Southwest corner of Hualpai Way and West Charleston Boulevard. There is a possibility that similar power lines may be constructed along Hualpai Way. There is currently some controversy with respect to the long term health effects of living in the immediate vicinity of such power lines. For further information with respect to the location of power lines in Queensridge, please contact Nevada Power Company at (702) 367-5555.

2. Gas Transmission Line. In 1985, the Kern River Gas Transmission Company filed an application with the Federal Energy Regulatory Commission (FERC) seeking authorization to construct and operate a 36" underground natural gas ("natural gas" consists primarily of methane gas) pipeline from southwestern Wyoming, across the states of Utah and Nevada, to Kern County, California. During the ensuing four years, FERC, the Bureau of Land Management, the U.S. Fish and Wildlife Service, and several other federal and state authorities reviewed Kern River's application. In January 1990, FERC authorized Kern River to construct the pipeline. This authorization also gave Kern

River the right of eminent domain to condemn any property necessary for the pipeline. The pipeline is estimated to transmit between 7 hundred million and 1.2 billion cubic feet of gas per day under a pressure of approximately 750 to 1200 pounds per square inch. The location of the pipeline in the vicinity of Queensridge is within the right-of-way of Hualpai Way on the west. Because of the hazards posed by interstate natural gas pipelines, some aspects of pipeline activity are regulated by the federal government. The Kern River pipeline is subject to such federal regulations. Despite such regulations, accidents do sometimes occur. Pipeline incidents that result in more than $50,000 in property damage, or involve fatalities or injuries causing hospitalization must be reported by the utility company operating the pipeline to the Office of Pipeline Safety. The most recent data from the Office of Pipeline Safety indicate that between 1985 and 1995 there were approximately 83 reportable incidents per year in the United States. Federal Law does not establish a minimum distance between a pipeline and a home. If you have any further questions concerning the Kern River pipeline, it is recommended that you call Richard Hurlaux, Director of the Office of Technology & Regulations, Office of Pipeline Safety at (202) 366-4595.

3. Private Streets. Purchaser acknowledges that the streets within the Planned Community are private and that the Queensridge Owners Association shall be obligated to maintain such streets. A Good Faith Estimate of Private Roadway/Maintenance Costs is attached to this Agreement as Attachment "B", and Purchaser acknowledges that Purchaser has reviewed such Good Faith Estimate prior to the execution of this Agreement.

4. No Golf Course or Membership Privileges. Purchaser shall not acquire any rights, privileges, interest, or membership in the Badlands Golf Course or any other golf course, public or private, or any country club membership by virtue of its purchase of the Lot.

5. Configuration and Dimensions of the Lot. Purchaser acknowledges that it understands that the slopes and general configuration, dimensions and boundaries of the Lot may vary from those shown on topographical exhibits in the sales office or on plat plans. Without limiting the generality of this Section 6 of this Addendum, Purchaser acknowledges that Purchaser has been given an adequate opportunity to inspect all such items and that Purchaser has approved all slopes, fences and walls, including, without limitation, the location thereof, and the general configuration, dimensions and boundaries of the Lot.

6. Varying Prices, Concessions and Incentives. Purchaser understands and acknowledges that depending on market and other conditions and circumstances, Seller may, prior to or after the Close of Escrow, raise or lower the price of lots inside or outside the Planned Community, some of which lots may be similar to the Lot; and that Seller has made no price protection or similar commitment regarding the Lot, the Planned Community or any other property located therein, and shall not have any obligation or liability to Purchaser in the event any such post-closing conditions, circumstances or price changes directly or indirectly result in a perceived or actual diminution in the value of the Lot. Purchaser further understands and acknowledges: (i) that Seller considers this Agreement to be separate from and in no way connected with any other agreements Seller may have entered into for the sale of lots within the Planned Community to third persons, including, without limitation, any lots sold to a Builder, (as that term is defined in the Master Declaration); (ii) that Seller may offer prices, concessions and incentives that vary in amount or type to different buyers; (iii) that Seller is not obligated to provide to Purchaser, and has not represented that it has provided to Purchaser, the same price, concessions or incentives that Seller may offer to another buyer; and (iv) that Seller may have accepted lot reservations from buyers other than Purchaser, and that any such acceptance of a lot reservation by Seller shall have no effect on this Agreement.

7. Views/Location Advantages. The Lot may have a view or location advantage at the present time. The view may at present or in the future include, without limitation, adjacent or nearby single-family homes, multiple-family residential structures, commercial structures, utility facilities, landscaping, and other items. The Applicable Declarations may or may not regulate future construction of improvements and landscaping in the Planned Community that could affect the views of other property owners. Moreover, depending on the location of the Lot, adjacent or nearby residential dwellings or other structures, whether within the Planned Community or outside the Planned Community, could potentially be constructed or modified in a manner that could block or impair all or part of the view from the Lot and/or diminish the location advantages of the Lot, if any. Purchaser acknowledges that Seller has not made any representations, warranties, covenants, or agreements to or with Purchaser concerning the preservation or permanence of any view or location advantage for the Lot, and Purchaser hereby agrees that Seller shall not be responsible for any impairment of such view or location advantage, or for any perceived or actual loss of value of the Lot resulting from any such impairment. Purchaser is and shall be solely responsible for analyzing and determining the current and future value and permanence of any such view from or location advantage of the Lot.

Purchaser's Initials Purchaser's Initials

8. Golf Course Hazards.

8.1 Master Declaration Provisions. Purchaser acknowledges that Purchaser has read and understands Section 3.4 of the Master Declaration which provides as follows:

3.4 Golf Course Liabilities. By accepting the deed or other instrument of conveyance to a Unit, each Owner, for himself and his invitees, personal representatives, assigns, and heirs (collectively, the "Owner's Related Parties") hereby (i) acknowledges the potential effect on his property of stray golf balls and other events inherent to the activities of a golf course near the Property (the "Golf Course Hazards"), (ii) assumes the risk of any property damage, personal injury, creation or maintenance of a trespass or nuisance created by or arising in connection with the Golf Course Hazards (collectively, the "Assumed Risks"), and (iii) releases, waives, discharges, covenants not to sue, indemnifies and agrees to hold harmless Declarant, the Association, the Board, the other Members, the owners and lessees of the golf course, all golf course managers and operators, all Builders and each of their respective officers, directors, shareholders, affiliates, employees, agents, representatives, successors and assigns (collectively, the "Released Parties"), and each of them, from any and all liability to the Owner or Owner's Related Parties for any losses, costs (including, without limitation, attorneys' fees), claims, demands, suits, judgments or other obligations arising out of or connected with any of the Assumed Risks, whether caused by the negligence of the Released Parties or otherwise. Notwithstanding the foregoing, however, in no event shall this Section 3.4 relieve any golfer from any claims or liability for any Golf Course Hazard caused by such golfer.

Purchaser's Initials Purchaser's Initials

8.2. Declaration of Annexation Provisions. Purchaser acknowledges that Purchaser has read and understood Section 8 of the Declaration of Annexation for Queensridge Parcel 20 (Queensridge North Custom Lots), the text of which is set forth below:

Waiver of Liability. The Declarant, Queensridge Owners Association and its members (in their capacity as members), Fore Stars, Ltd., the ground lessor of the Golf Course and any successor in title to the golf course, and any agents, servants, employees, directors, officers, members, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of the Lot owner's use or enjoyment of the Lot, (b) improper design of the golf course, (c) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), or (d) trespass by any golfer on the Lot, that may result from property damage or personal injury from golf balls (regardless of number) hit on the Lot, or from the exercise by any golfer of the easements granted hereby.

Purchaser's Initials Purchaser's Initials

Attachment "A"

WHEN RECORDED RETURN TO:

NEVADA TITLE COMPANY
9500 Hillwood Drive, Suite 110
Las Vegas, Nevada 89128
Attention: Mary Rathbun

(Space above line for Recorder's use)

GRANT, BARGAIN AND SALE DEED

Nevada Legacy 14, LLC, a Nevada limited liability company, as "Grantor," does hereby grant, bargain, sell and convey to _____, as "Grantee," the real property in the City of Las Vegas, County of Clark, State of Nevada (hereinafter referred to as the "Property") described in Exhibit "A" attached hereto and incorporated herein by this reference;

RESERVING UNTO GRANTOR, its successors and assigns, together with the right to grant and transfer all or a portion of the same, the following:

(A) Any and all oil, oil rights, minerals, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, geothermal steam, and all products derived from any of the foregoing, that may be within or under the Property, but without, however, any right to enter upon or in any way disturb the surface of the Property or any area within five hundred feet (500') from the surface of the Property in the exercise of such rights;

(B) Any and all water, rights or interests therein, no matter how acquired by Grantor, and owned or used by Grantor in connection with or with respect to the Property, or within or under the Property, together with the right and power to explore, drill, redrill, remove and store the same from the Property or to divert or otherwise utilize such water, rights or interests on any other property owned or leased by Grantor, whether such water rights shall be riparian, overlying, appropriative, percolating, littoral, prescriptive, adjudicated, statutory or contractual, but without, however, any right to enter upon or in any way disturb the surface of the Property or any area within five hundred feet (500') from the surface of the Property in the exercise of such rights;

(C) Non-exclusive easements in gross on, over, under or across the Property for the purposes of installation, emplacement and maintenance of electric, telephone, cable television, security system, water, gas, sanitary sewer lines, drainage facilities or any other utilities, together with the right to enter upon the Property (without unreasonably interfering with Grantee's and its successor's and assign's reasonable use and enjoyment thereof) in order to service, maintain, repair, reconstruct, relocate or replace any of such lines or facilities;

SUBJECT, HOWEVER, TO:

(1) The Master Declaration of Covenants, Conditions, Restrictions and Easements For Queensridge, dated as of May 10, 1996, recorded on May 30, 1996, in the office of the County Recorder of Clark County, Nevada in Book 960530 of Official Records, as instrument no. 00241, re-recorded on August 30, 1996, in Book 960830 of said Official Records, as instrument no. 01630, and re-recorded on September

12, 1996, in Book 960912 of said official records, as instrument no. 01520, and which was amended by document recorded on April 21, 1998, in Book 980421 of said official records, as instrument no. 00085, and all applicable supplements and amendments thereto.

(2) Supplemental Declaration for the Adoption of Section C of the Queensridge Master Planned Community Standards recorded on January 17, 1997 in Book 970117 of said Official Records, as instrument no. 01434;

(3) Supplemental Declaration for Queensridge North Special Benefits Area recorded on August 4, 1998, in Book 980804 of said official records, as instrument no. 1298;

(4) Declaration of Annexation for Queensridge Parcel 20 (Queensridge North Custom Lots), recorded on December 24, 1998, in Book 981224 of said Official Records, as instrument no. 00004; and

(5) All other covenants, conditions, restrictions, reservations, rights, rights-of-way and easements recorded against the Property prior to or concurrently with this Deed, and all other matters of record or apparent.

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be duly executed.

Dated as of _____, _____.

"GRANTOR"

NEVADA LEGACY 14, LLC, a Nevada limited liability company

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

By: _____
LARRY MILLER, Its C.E.O.

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, _____, by LARRY MILLER, as C.E.O. of Peccole Nevada Corporation, a Nevada corporation, the manager of Nevada Legacy 14, LLC, a Nevada limited liability company.

_____
Signature of Notary
My Commission Expires: _____

EXHIBIT "A" TO
Grant, Bargain and Sale Deed
Queensridge Parcel ____ (Queensridge North Custom Lots)

LEGAL DESCRIPTION

All that certain real property situate in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

PARCEL ONE (1):

LOT ____ OF BLOCK _____ OF PECCOLE WEST - PARCEL _____ AS SHOWN BY MAP THEREOF ON FILE IN BOOK _____ OF PLATS, PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES ON, OVER, AND ACROSS ALL THOSE AREAS LABELED PRIVATE STREETS ON THE MAP REFERENCED HEREINABOVE.

Assessor's Parcel No. .....

* * * * *

Attachment "B"

AFFIRMATION FORM
PURCHASER ON-THE-LOT INSPECTION
(QUEENSRIDGE NORTH CUSTOM LOTS)

The undersigned, by his/her signature, hereby acknowledges that he or she has made a personal on-the-lot inspection of Lot _____ of Block _____ of Peccole West - Parcel _____ (now known as Queensridge) developed by NEVADA LEGACY 14, LLC, a Nevada limited liability company, which is the Lot upon which the undersigned plans to execute a contract of sale or lease:

Lot _____ of Block _____ of Peccole West - Parcel _____

Robert N Peccole
Print Name of Purchaser

NANCY Peccole
Print Name of Purchaser

Signature of Purchaser

Nancy W Peccole
Signature of Purchaser

4/11/00
Date

4-11-00
Date

Attachment "D"

GOOD FAITH ESTIMATE OF
PRIVATE ROADWAY MAINTENANCE COSTS

The undersigned hereby acknowledge that prior to the execution of this Agreement, Purchaser has received The Ten Year Budget for Street Maintenance attached hereto as Exhibit "D-1." Such amount is included within the projected Budget for 1999.

Lot _____ of Block _____ of Peccole West - Parcel _____

Robert N Peccole
Print Name of Purchaser

NANCY A PECCOLE
Print Name of Purchaser

Robert N Peccole
Signature of Purchaser

Nancy A Peccole
Signature of Purchaser

4/11/00
Date

4-11-00
Date

Note to Sales Representatives: Obtain signature(s) of Purchaser(s) BEFORE he or she executes the Purchase Agreement, Earnest Money Receipt and Escrow Instructions.

Attachment "D"

GOOD FAITH ESTIMATE OF
PRIVATE ROADWAY MAINTENANCE COSTS

The undersigned hereby acknowledge that prior to the execution of this Agreement, Purchaser has received The Ten Year Budget for Street Maintenance attached hereto as Exhibit "D-1." Such amount is included within the projected Budget for 1999.

Lot _____ of Block _____ of Peccole West - Parcel _____

Robert N Peccole
Print Name of Purchaser

NANCY A PECCOLE
Print Name of Purchaser

Robert N Peccole
Signature of Purchaser

Nancy A Peccole
Signature of Purchaser

4/11/00
Date

4-11-00
Date

Note to Sales Representatives: Obtain signature(s) of Purchaser(s) BEFORE he or she executes the Purchase Agreement, Earnest Money Receipt and Escrow Instructions.

34

RPTT: Exempt 8
APN: 138-31-212-002
138-31-312-001
138-31-312-002
138-31-418-001
138-31-610-002

20050414-0002951

Fee: $18.00 RPTT: EX#008
N/C Fee: $25.00

04/14/2005 13:59:00
T20050068007
Requestor:
STEWART TITLE OF NEVADA

Frances Deane JSB
Clark County Recorder Pgs: 5

RECORDING REQUESTED BY STEWART TITLE
AND WHEN RECORDED MAIL TO:

Fore Stars, Ltd.
851 S. Rampart Blvd., Suite 220
Las Vegas, Nevada 89145
Attention: Larry A. Miller

MAIL TAX STATEMENTS TO:

Same as above.

GRANT, BARGAIN AND SALE DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **PECCOLE 1982 TRUST, DATED FEBRUARY 15, 1982**, as to an undivided Forty Five percent (45%) interest and **WILLIAM PETER AND WANDA RUTH PECCOLE FAMILY LIMITED PARTNERSHIP**, as to an undivided Fifty Five percent (55%) interest, whose addresses are 851 S Rampart Blvd., Las Vegas, Nevada 89145, does hereby grant, bargain, sell and convey to **FORE STARS, LTD.**, a Nevada limited liability company, whose address is 851 S. Rampart Blvd., Suite 220, Las Vegas, Nevada 89145, that certain real property in the County of Clark, State of Nevada, more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference.

SUBJECT TO (a) non-delinquent taxes for the fiscal year 2004 - 2005, (b) encumbrances, covenants, conditions, restrictions, reservations, rights-of-way and easements that are validly of record and (c) all matters that would be revealed by an accurate ALTA Survey or physical inspection of the real property.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

PRJ-63491
02/25/16

Dated as of: April 11, 2005

PECCOLE 1982 TRUST, DATED
FEBRUARY 15, 1982

By: Peccole-Nevada Corporation, Trustee

By: Larry A. Miller, Chief Executive Officer

WILLIAM PETER AND WANDA RUTH
PECCOLE FAMILY LIMITED PARTNERSHIP

By: Peccole-Nevada Corporation, General Partner

By: Larry A. Miller, Chief Executive Officer

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

This instrument was acknowledged before me on April 11, 2005, by Larry A. Miller Chief Executive Officer of Peccole-Nevada Corporation, the Trustee of the Peccole 1982 Trust, dated February 15, 1982 and the General Partner of the William Peter and Wanda Ruth Peccole Family Limited Partnership.

Notary Public - State of Nevada
County of Clark
JOANNE BALDASSARE
My Appointment Expires
June 2, 2006
No: 98-3510-1

NOTARY PUBLIC
My commission expires: June 2, 2006

PRJ-63491
02/25/16

29

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s):
   a) 138-31-212-002
   b) 138-31-312-001
   c) 138-31-312-002
   d) 138-31-418-001
   e) 138-31-610-002
2. Type of Property
   a) ☐ Vacant Land b) ☐ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2 – 4 Plex
   e) ☐ Apartment Bldg. f) ☒ Comm'l / Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other:

FOR RECORDERS OPTIONAL USE ONLY
Document/Instrument No.:
Book: Page:
Date of Recording:
Notes:

3. Total Value / Sales Price of Property $
   Deed in Lieu of Foreclosure Only (value of property)) ( )
   Transfer Tax Value: $
   Real Property Transfer Tax Due: $ Exempt
4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per NRS 375.090, Section 8
   b. Explained Reason for Exemption: transfer to a business entity of which grantor is the 100% owner
5. Partial Interests: Percentage being transferred: %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1 ½% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: see A attached Capacity: see A attached
Signature: see B attached Capacity: see B Attached

SELLER (GRANTOR) INFORMATION (REQUIRED)
Print Name see C attached
Address
City :
State:

BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Fore Stars, Ltd.
Address: 851 S. Rampart Blvd. #220
City : Las Vegas
State: Nevada Zip 89145

COMPANY REQUESTING RECORDING (required if not seller or buyer)
Print Name: Stewart Title of Nevada Escrow # 405137-LJJ
Address: 3773 Howard Hughes Parkway
City: Las Vegas State: NV Zip: 89109

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED / MICROFILMED)

PRJ-63491
02/25/16

STATE OF NEVADA DECLARATION OF VALUE SIGNATURE PAGE

Accessor Parcel Number(s):

a) 138-31-212-002
b) 138-31-312-001
c) 138-31-312-002
d) 138-31-418-001
e) 138-31-610-002

A: Signature: Larry A. Miller Capacity: Chief Executive Officer of Peccole-Nevada Corporation, Trustee of the Peccole 1982 Trust dated February 15, 1982 and General Partner of the William Peter and Wanda Ruth Family Limited Partnership

B. Signature: Larry A. Miller Capacity: Chief Executive Officer of Peccole-Nevada Corporation, Manager of Fore Stars, Ltd.

C. Peccole 1982 Trust dated February 15, 1982
851 S. Rampart Blvd., Suite 220
Las Vegas, Nevada 89145

William Peter and Wanda Ruth Peccole Family Limited Partnership
851 S. Rampart Blvd., Suite 220
Las Vegas, Nevada 89145

995

RPJ-63491
02/25/16

Inst #: 20151116-0000239
Fees: $19.00 N/C Fee: $25.00
RPTT: $0.00 Ex: #001
11/16/2015 08:01:44 AM
Receipt #: 2607151
Requestor:
TICOR TITLE LAS VEGAS
Recorded By: RNS Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 138-32-301-004

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

NOTICES OF TAXES SHOULD BE SENT TO:

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

RPTT: $-0- (exempt) 1

15540174 SGS

QUITCLAIM DEED

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

[SIGNATURE PAGE FOLLOWS]

PRJ-63491
02/25/16

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

180 LAND CO LLC, a Nevada limited-liability company

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

By: V Dehart
Name: V DeHART
Title: Manager

STATE OF NEVADA)
) :SS
COUNTY OF CLARK)

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

Leelinn Stewart Schenke
NOTARY PUBLIC

LEEANN STEWART SCHENKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

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

PRJ-63491
02/25/16

EXHIBIT A
LEGAL DESCRIPTION

PARCEL I

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

PARCEL II

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

PRJ-63491
02/25/16

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a. 138-32-301-004
   b.
   c.
   d.
2. Type of Property:
   a. [ ] Vacant Land b. [ ] Single Fam. Res.
   c. [ ] Condo/Twnhse d. [ ] 2-4 Plex
   e. [ ] Apt. Bldg f. [ ] Comm'l/Ind'l
   g. [ ] Agricultural h. [ ] Mobile Home
   [✓] Other Golf course land

FOR RECORDERS OPTIONAL USE ONLY
Book_____ Page:_____
Date of Recording: _____
Notes:

3.a. Total Value/Sales Price of Property $ 0
b. Deed in Lieu of Foreclosure Only (value of property ( )
c. Transfer Tax Value: $ 0
d. Real Property Transfer Tax Due $ 0

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section 1
   b. Explain Reason for Exemption: Transfer of ownership to an affiliated entity with identical common ownership.
5. Partial Interest: Percentage being transferred: ____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature U Vellart Capacity: Grantor

Signature U Vellart Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: 180 Land Co LLC	Print Name: Seventy Acres LLC
Address: 1215 S. Fort Apache Ste 120	Address: 1215 S. Fort Apache Ste 120
City: Las Vegas	City: Las Vegas
State: NV Zip: 89117	State: NV Zip: 89117

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

Print Name: Ticor Title of Nevada, Inc.	Escrow # 15540174SGS
Address: 8379 W. Sunset Road #220	
City: Las Vegas	State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

PRJ-63491
02/25/16

Inst #: 20151116-0000238
Fees: $19.00 N/C Fee: $25.00
RPTT: $0.00 Ex: #001
11/16/2015 08:01:44 AM
Receipt #: 2607161
Requestor:
TICOR TITLE LAS VEGAS
Recorded By: RNS Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

NOTICES OF TAXES SHOULD BE SENT TO:

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

RPTT: $-0- (exempt) Section 1

15340174 SGS

QUITCLAIM DEED

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

[SIGNATURE PAGE FOLLOWS]

PRJ-63491
02/25/16

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

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

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

By: V DeHart
Name: V DeHART
Title: Manager

STATE OF NEVADA)
) :SS
COUNTY OF CLARK)

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

LeeAnn Stewart-Schencke
NOTARY PUBLIC

LEEANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

PRJ-63491
02/25/16

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

PARCEL I:

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

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

PARCEL II:

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

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

PARCEL III:

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

PRJ-63491
02/25/16

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a. 138-31-702-002
   b. 138-31-712-004
   c. 138-31-801-002
   d. 138-32-301-004
2. Type of Property:
   a. [ ] Vacant Land b. [ ] Single Fam. Res.
   c. [ ] Condo/Twnhse d. [ ] 2-4 Plex
   e. [ ] Apt. Bldg f. [ ] Comm'l/Ind'l
   g. [ ] Agricultural h. [ ] Mobile Home
   [✓] Other Golf course land

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page: _____
Date of Recording: _____
Notes:

3.a. Total Value/Sales Price of Property $ 0
b. Deed in Lieu of Foreclosure Only (value of property ( )
c. Transfer Tax Value: $ 0
d. Real Property Transfer Tax Due $ 0

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section 1
   b. Explain Reason for Exemption: Transfer of ownership to an affiliated entity with identical common ownership.
5. Partial Interest: Percentage being transferred: ____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature V Neelart Capacity: Grantor

Signature V Neelart Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Fore Stars LTD	Print Name: 180 Land Co LLC
Address: 1215 S. Fort Apache Ste 120	Address: 1215 S. Fort Apache Ste 120
City: Las Vegas	City: Las Vegas
State: NV Zip: 89117	State: NV Zip: 89117

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

Print Name: Ticor Title of Nevada, Inc. Escrow # 15540174SGS
Address: 8379 W. Sunset Road #220
City: Las Vegas State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

PRJ-63491
02/25/16

MAYOR RON LURIE

COUNCILMEN
BOB NOLEN
STEVE MILLER
ARNIE ADAMSEN
SCOTT HIGGINSON

CITY MANAGER
ASHLEY HALL

CITY of LAS VEGAS

May 1, 1990

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

RE: Z-17-90 - ZONE CHANGE

R-3

Gentlemen.

The City Council at a regular meeting held April 4, 1990 APPROVED the request for reclassification of property located on the east side of Hualpai Way, west of Durango Drive, between the south boundary of Angel Park and Sahara Avenue, From: N-U (Non-Urban)(under Resolution of Intent to R-1, R-2, R-3, R-PD7, R-PD8, R-MHP, P-R, C-1, C-2 and C-V), To: R-PD3 (Residential Planned Development), R-PD7 (Residential Planned Development) and C-1 (Limited Commercial), Proposed Use Single Family Dwellings, Multi-Family Dwellings, Commercial, Office and Resort/Casino, subject to:

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

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

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

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

CITY OF LAS VEGAS NEVADA

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

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

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

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

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

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

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

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

Sincerely,

Kathleen M. Tighe

KATHLEEN M. TIGHE
City Clerk

KMT cmp

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

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

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

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

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q CALLISTER
MICHAEL J MCDONALD
GARY REESE

CITY MANAGER
LARRY K BARTON

CITY of LAS VEGAS

PLANNING AND DEVELOPMENT DEPARTMENT

October 8, 1996

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

Re BADLANDS GOLF COURSE, PHASE 2

Dear Mr Spitze

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

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

Very truly yours,

Robert S Genzer, Planning Supervisor
Current Planning Division

RSG erh

1994 Zoning Confirmation Letter from Bob Genzer to Clyde Spitze

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

CLV 7009
3810 013 8/95

PENTACORE

Civil Engineering
Construction Management
Land Surveying
Planning
ADA Consulting

1994 Zoning Preservation Letter from Clyde Spitze to Bob Genzer

0171 0030

September 4, 1996

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

RE Badlands Golf Course, Phase 2

Dear Bob

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

Thank you for your consideration in this matter

Sincerely,

Clyde O Spitze
Vice President

RECEIVED
SEP 4 4 58 PM '96
PLANNING AND DEVELOPMENT

cos bsp

9-16-96
2-17-90

6763 West Charleston Boulevard • Las Vegas, Nevada 89102 • (702) 259-8115 • Fax (702) 259-4956

CUSTOM LOTS AT QUEENSRIDGE NORTH

PURCHASE AGREEMENT, EARNEST MONEY RECEIPT AND ESCROW INSTRUCTIONS

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

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

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

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

Assessors Parcel No. _____.

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

a. "Purchase Price" is $ 243,000.

b. "Scheduled Closing Date" is May 2 00

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

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

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

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

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

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

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

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

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

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

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

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

4. **Escrow.** Purchaser and Seller agree that the transaction contemplated in this Agreement shall be consummated through an escrow (the "Escrow") to be established with Nevada Title Company, 9500 Hillwood Drive, Suite 110, Las Vegas, Nevada 89134, Attention: Mary Rathbun ("Escrow Agent"). Upon Seller's acceptance and delivery of this Agreement to Escrow Agent together with the Earnest Money Deposit, Escrow shall be deemed open. This Agreement shall constitute irrevocable escrow instructions to Escrow Agent. Escrow will close on or before the Scheduled Closing Date described in Section 1 above. If Escrow cannot close on the Scheduled Closing Date due to the failure of the Purchaser to timely perform its obligations hereunder, Purchaser will be deemed to be in default under this Agreement, and Seller will be entitled to the remedies set forth in Section 7 hereof.

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

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

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

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

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

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

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

11. Association Fees. Purchaser acknowledges and understands that the Lot being purchased is located in the Planned Community known as "Queensridge" and is subject to the Applicable Declarations. As owner of the Lot, Purchaser shall be a member of the Association. Purchaser understands and agrees that Purchaser shall be responsible for payment to the Association of all Assessments imposed by the Applicable Declarations, which include the Annual Assessments, if any, Assessments for the Queensridge North Special Benefits Area, Special Benefits Area Assessments for the Orient Express Special Benefits Area, and any other Assessments imposed by the Applicable Declarations (collectively "Assessments"). The combined total amount of the Assessments applicable to the Lot on the date of execution of this Agreement is Three Hundred Twenty 00/2 Dollars ($ 320) per month. Purchaser agrees to pay at Close of Escrow the first three monthly installments of the Assessments. The amount of Purchaser's Assessments may increase in subsequent years as provided in the Applicable Declarations and any amendments thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PURCHASER:

Signature: Robert N Piccole

Printed Name: Robert N Piccole

Date: 4/11/00

Signature: Nancy A. Piccole

Printed Name: NANCY PICCOLE

Date: 4-11-00

Address: _____

Phone (Res.): _____

Phone (Bus.): _____

ACKNOWLEDGMENT OF RECEIPT OF PURCHASER'S EARNEST MONEY DEPOSIT:

Date: 4/11 , 00

(Sales Representative)

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

SELLER'S ACCEPTANCE

Accepted by Seller on _____, _____.

NEVADA LEGACY 14, LLC, a Nevada limited liability company

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

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

CONSENT OF ESCROW AGENT:

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

Escrow Agent:

Nevada Title Company, a Nevada corporation

By: _____

Its: _____

Date: _____

PECCOLE RANCH

MASTER PLAN

A Master Plan Amendment and Phase Two Rezoning Application

PREPARED FOR:

The Peccole Ranch Partnership:

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

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

PREPARED BY:

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

February 6, 1990

Exhibit 7
Date 12-5-16
Witness DERRAGO
C. Lewis #497 VOLUME I

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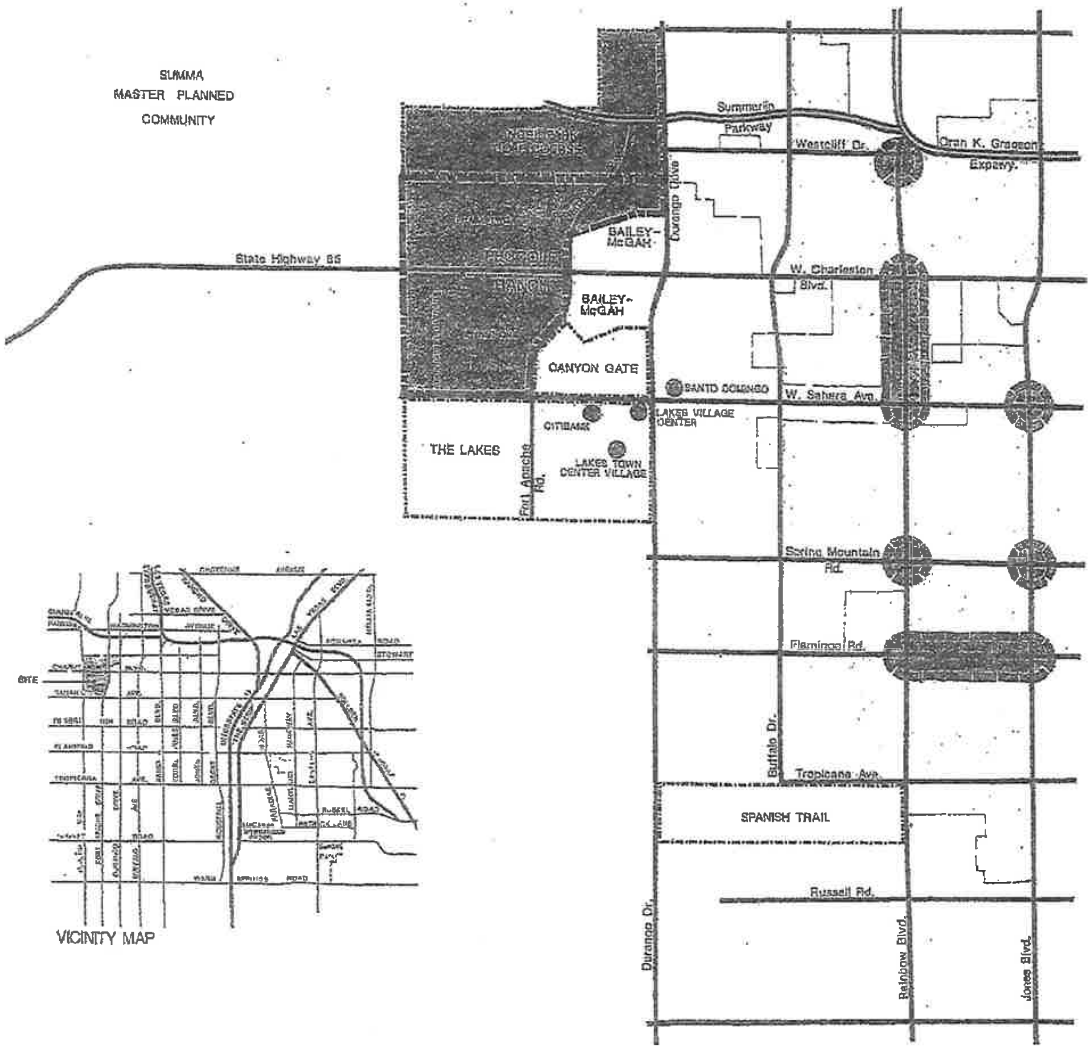
PECCOLE RANCH

The proposed 1,569.6 acre Peccole Ranch Master Plan is being submitted to the City of Las Vegas for the approval of an Amendment to the overall Conceptual Master Plan, along with the rezoning of the 996.4 acres in Phase Two to R-PD7, R-3, and C-1 designations. The following narrative describes the intent of the proposed overall Master Plan, compares the Plan with the previously approved overall Peccole Ranch Master Plan, and discusses in detail those land uses proposed in the Phase Two development of Peccole Ranch.

INTRODUCTION - PECCOLE RANCH OVERALL MASTER PLAN

The Peccole Ranch overall Conceptual Master Plan which was approved on February 15, 1989 consisted of 1,716 3 acres. The present overall Plan illustrates a reduction in the 1,716.3 acreage due to the elimination of a previously zoned multi-family parcel and several neighborhood commercial/office parcels totalling 83.9 acres. The existing 10.9 acre water storage parcel owned and managed by the Las Vegas Valley Water District was also removed. The proposed overall Master Plan now consists of 1,569.6 acres

Peccole Ranch is located within the northwest and southwest growth areas of the Las Vegas Metropolitan Area (Exhibit C, page 2), and has an excellent time-distance relationship to surrounding support services, employment centers, and transportation network including McCarran International Airport. This particular area of the Valley has been experiencing a rapid growth rate as demonstrated by those developments occurring in the Peccole Ranch vicinity such as Canyon Gate, Summerlin, and The Lakes. Planning efforts for these planned communities promote viable growth, compatibility with adjacent uses, and a commitment to quality. It is this trend that became the basis of a Plan that would maintain flexibility to accommodate future market changes The proposed Plan is conceptual in nature to allow detailed planning at the time of development In this way the lifestyles of the anticipated population can be met. The physical character of Peccole Ranch is enhanced by its higher elevation than the rest of the City Views of the surrounding mountains provide a visually pleasant backdrop and the evening lights of downtown Las Vegas are in the distant view.



VICINITY MAP

Existing Development

Shopping Center Locations

Area Neighborhood Commercial

AREA PLAN

Peccole Ranch Partnership

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

AWS 2/06/90 0 2000 3200 6400 FEET NORTH

EXHIBIT C

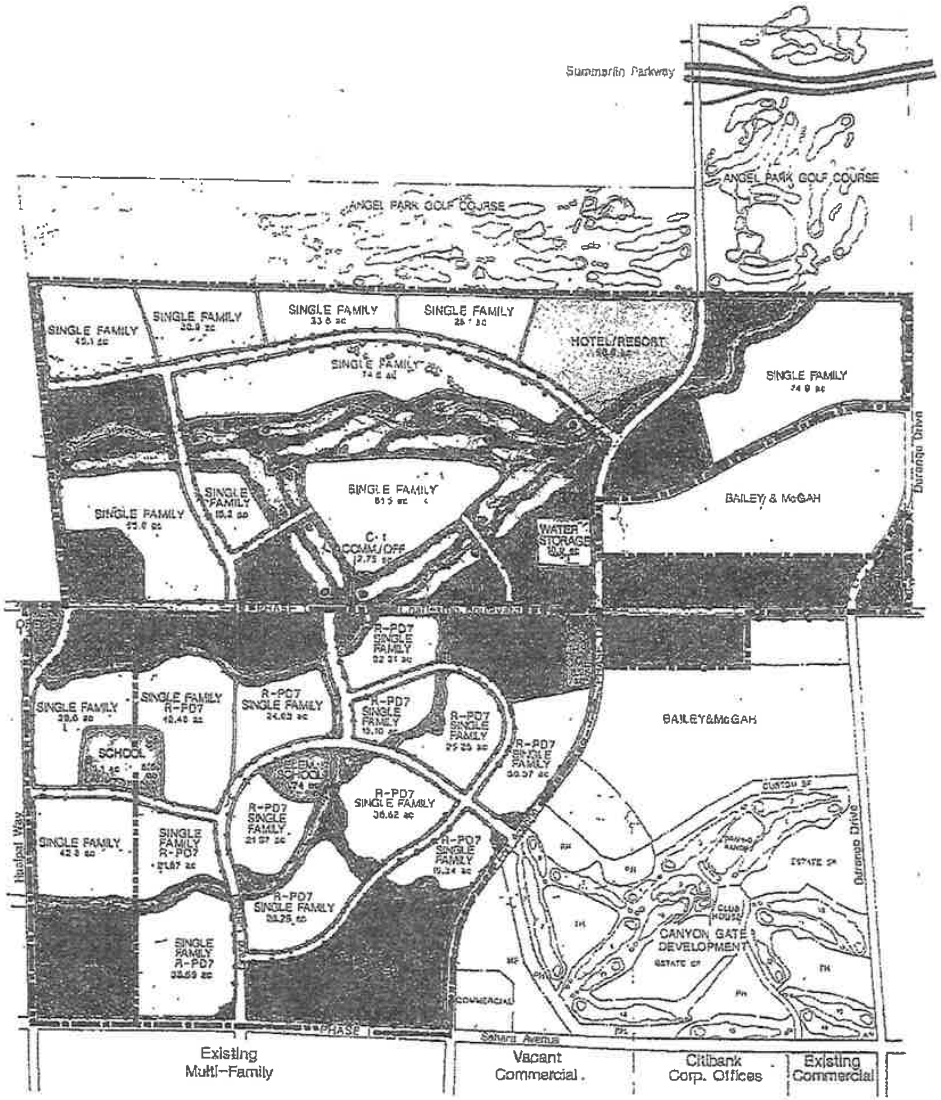
The proposed Peccole Ranch overall Master Plan (Exhibit A, page 4) incorporates office, neighborhood commercial, a nursing home, and a mixed use village center around a strong residential base in a cohesive manner. A destination resort-casino, commercial/office and commercial center have been proposed in the most northern portion of the project area. Special attention has been given to the compatibility of neighboring uses for smooth transitioning, circulation patterns, convenience and aesthetics. An extensive 253 acre golf course and linear open space system winding throughout the community provides a positive focal point while creating a mechanism to handle drainage flows.

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

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

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

The proposed Peccole Ranch Master Plan is an amendment to the Peccole Ranch Master Plan which was approved by the City of Las Vegas on February 15, 1989 (Exhibit B, page 5). The main difference between the Plans is the redesignation of 100 1 acres located at the northeast corner of the property to a commercial land use more properly reflecting its location near the Summerlin Parkway and the destination



SITE DATA -- PHASE 1

LAND USE	NET ACRES	NET DENSITY DU/ac	UNITS
Nursing Home	8.25		
Single Family	328.49	7.0	2299
Multi-Family	45.39	24.0	1088
Mixed Use Village Center			
Commercial/Office	40.00		
Multi-Family	35.56	34.0	1209
Commercial/Office	2.75		
Drainage/Open Space	41.47	-	
R.O.W	53.97		
Elementary School	17.34		
PHASE 1 TOTAL	573.19	8.8	4596

SITE DATA – FUTURE PHASES

LAND USE	ACRES
Single Family	487.9
Multi-Family	183.9
Neighborhood Commercial/Office	137.7
Office	5.4
Hotel/Resort	55.6
Water Storage	10.9
Golf Course/Drainage	207.1
R.O.W.	90.5
School	18.1
FUTURE PHASES TOTAL	1143.1
GRAND TOTAL	1716.3

MASTER PLAN

Peccole Ranch Partnership

Suite 800, Capital Place
9707-110 Street
Edmonton, Alberta T5K2L9 403-482-7800

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

AWS 9/20/89 0 500 1000 2000 FEET NORTH

EXHIBIT B

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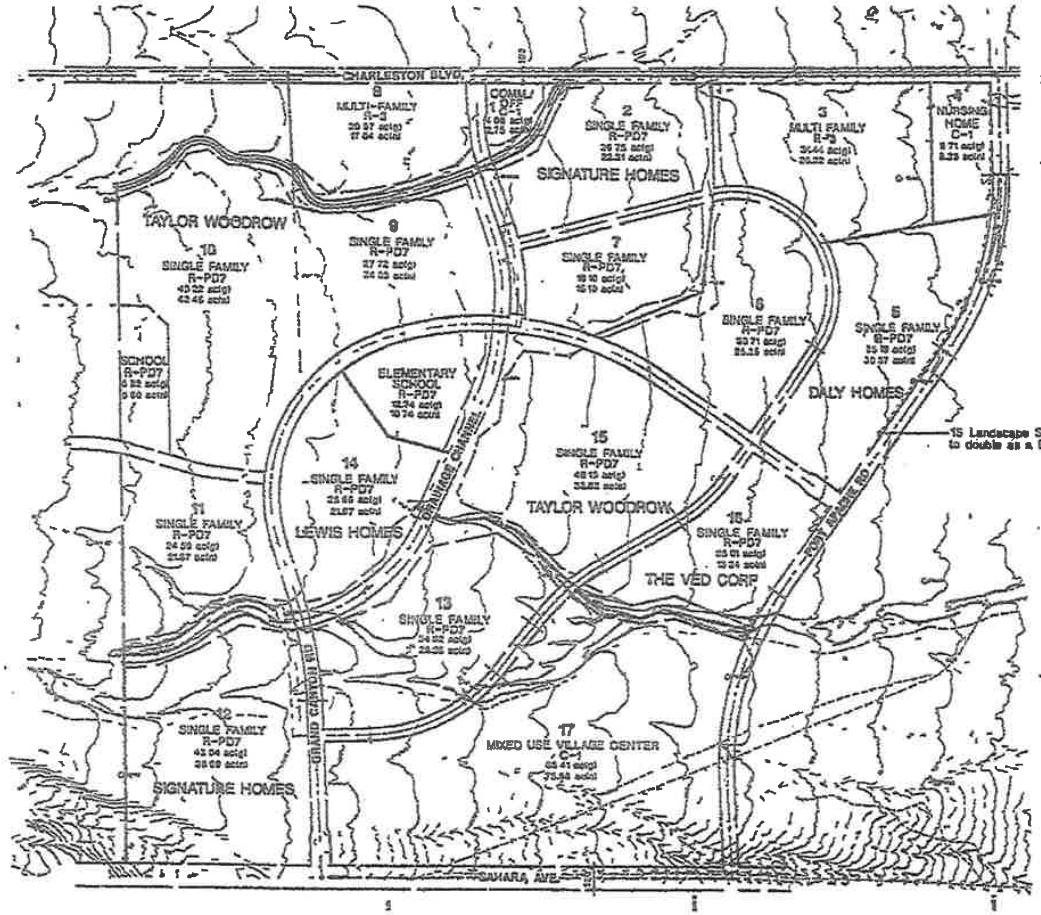
resort-casino. The golf course and drainageways have been refined and roadways were realigned to provide primary visibility and access to all parcels. In addition, the internal collector system will ultimately promote a reduction of traffic along the principle arterials.

The proposed Peccole Ranch Master Plan realigns the major internal collector roadways through the residential and golf course area in Phase Two. The locations for both major entries to the Project were changed. The Charleston Boulevard entry now aligns with Apple Road in Phase One, and the Rampart Boulevard entry was moved to the northern boundary of the Project to avoid the need for an arroyo crossing and to provide a better relationship between the destination resort-casino and the golf course. An additional collector intersecting with Rampart Boulevard provides a second point of ingress/egress and also forms a buffer between a single family neighborhood, and the higher intensity uses along Charleston Boulevard. Alta Road, an east/west arterial, forms the boundary between the proposed Phase Two commercial center and the Bailey-McGah parcel All arterial roadway names have remained consistent with the exception of Fort Apache Road which becomes Rampart Boulevard north of Charleston Boulevard

Phase One is currently under development and is anticipated for completion during the early 1990's. Four single family subdivision plats have been recorded the City and several others are in process. Infrastructure for Phase One is anticipated for completion by Spring 1990. Phase One is progressing as planned and is anticipated to continue development to meet the demand for housing alternatives with supporting commercial areas Exhibit G on page 7 identifies those home builders currently active in Phase One.

Overall, the addition of the commercial center, the refinement of the golf course and drainageways, and the shifting of parcels and parcel boundaries to better use open space areas, creates the difference between the approved Peccole Ranch Master Plan and the proposed Peccole Ranch Master Plan. The proposed Phase Two has become more clearly defined in response to current market trends and remains consistent with the goals and the integrity of the approved Peccole Ranch Master Plan



ZONING	LAND USE	GROSS ACRES	NET ACRES	NET DENSITY DU/ac	UNITS
R-PD7	SINGLE FAMILY	363 76	328 49	7 0	2299
R-3	MULTI-FAMILY	52 01	45 36	24 0	1088
C-1	NURSING HOME	9 71	8 25		
C-1	COMMERCIAL/OFFICE	4 98	2 75		
C-1	VILLAGE CENTER	89 41			
	COMMERCIAL		40 00		
	MULTI-FAMILY		35 56	34 0	1209
R-PD7	SCHOOL	19 65	17 34		
R-PD7	DRAINAGE CHANNEL	13 78	13 65		
	STREET R O W		53 67		
R-PD7	OPEN SPACE		27 81		
	TOTAL	573 19	573 19		4596

NOTE
GROSS ACREAGE (g) REPRESENTS PARCELS R O W AND OPEN SPACE
NET ACREAGE (n) REPRESENTS PARCEL ONLY

15 Landscape Setback along Fort Apache Road to double as a Drainage Easement up to Charleston Blvd

PHASE 1 - HOME BUILDERS

Peccole Ranch Partnership

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

AWS

2/06/90 0 300 500 800 FEET NORTH

EXHIBIT G

002488

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PHASE TWO - PECCOLE RANCH

Phase Two of Peccole Ranch comprises approximately 996.4 acres bounded by Angel Park Golf Course on the north, Durango Drive on the east, small sections of Sahara Avenue, Charleston Boulevard, and Alta Road on the south, and the alignment of Hualpai Way on the west. Phase Two encompasses all of the remaining acreage within Peccole Ranch. The zoning designations proposed in Phase Two are R-PD7, R-3, and C-1, as described in the following land use descriptions. Overall density of Phase Two is 4 5 DU/AC.

Single Family Residential

The demand for housing remains strong in the Peccole Ranch vicinity, reflecting the continued growth of immigration to the area. The delineation of residential uses (single family and multi-family totalling 461 0 acres) proposed for Peccole Ranch Phase Two is based upon market study documentation of historical and projected single family housing subdivision and multi-family absorption patterns. Approximately 401 0 acres or 40 2 percent of Phase Two is devoted to quality golf course oriented single-family and custom lot developments, reflecting the fact that there is a demand for higher priced single family housing in the strong northwest/southwest markets. This fact is evident particularly at the Project location which is positioned as a natural northerly growth extension to the successful Lakes community, and which will benefit greatly from the surrounding golf environment and the Summerlin Parkway. Recent market data obtained evidences that there is now a growing preference for detached single family homes over apartment and condominiums, reflecting a stabilization of the Las Vegas Metropolitan economy The significance of this growth is the expanding opportunity to provide single family housing alternatives to an increasingly diverse income base - particularly in association with a golf course community.

There is potential for gated entries to several of the single family parcels Gated entries into Phase Two residential parcels will not only provide residents with a sense of security, but will promote the construction of quality housing products, and form an enclave within Peccole Ranch. A 50 acre single-family parcel central to Phase Two offers extensive golf course frontage to future residents in an exclusive environment bounded on all sides by the golf course. Depending upon market demand, additional gated neighborhoods can be provided in proximity to the clubhouse and adjacent to the golf course.

Multiple-Family Residential

The historical strong consumer demand for apartments has not yet reached a saturation point, however, existing inventory will most likely adequately meet current requirements. Therefore, Phase Two reflects a larger single family environment while still maintaining a small inventory of multi-family land areas which will be geared toward those future residents who prefer a more urban oriented lifestyle.

Two multi-family parcels are planned along Charleston Boulevard, and one 20 acre parcel is planned adjacent to Hualpai Way north of the commercial center on Sahara. Multi-family parcels are located adjacent to principal arterials to maximize exposure and to provide buffering to the internal single family neighborhoods from arterial traffic. Approximately 60 acres, or 6 0 percent of Phase Two is devoted to multi-family use.

Commercial

High intensity uses such as commercial, office, and employment opportunities are incorporated in the commercial/office, neighborhood commercial, and commercial center areas in Phase Two of Peccole Ranch. The largest commercial parcel (100.1 acres), the commercial center, is located adjacent to Angel Park Golf Course on the north, Durango Drive on the east, Alta Road on the south and Rampart Boulevard on the west to provide prime exposure and access This commercial center is physically well sited in relationship to surrounding high volume major arterials and the future Summerlin Parkway interchange only one-half mile to the north. The site offers an excellent opportunity for internal circulation with arterials on two sides. This may be

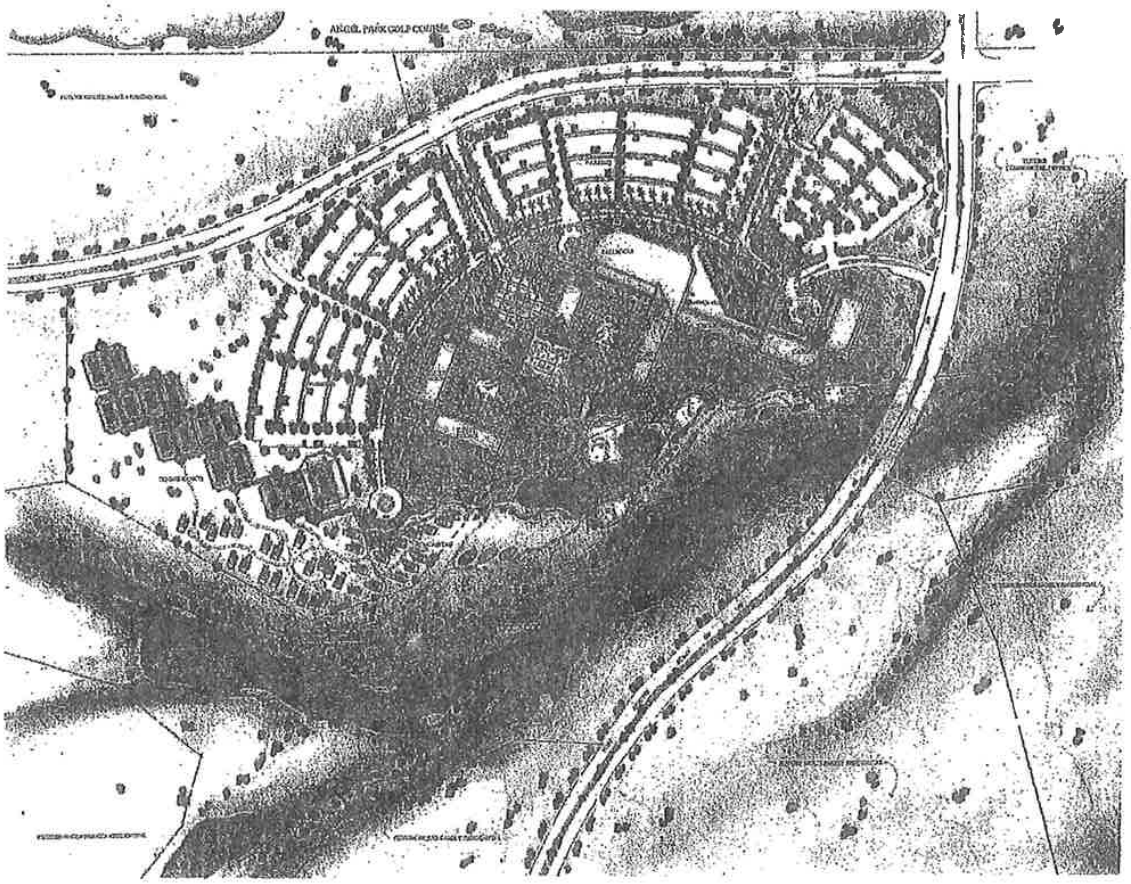
evidenced from a review of the Area Plan (Exhibit C, page 2) which depicts the current lack of commercial centers, and the potential urbanization of the vacant residential lands from Jones Boulevard west to Hualpai Way.

Additional neighborhood commercial/office areas are located at intersection nodes to provide easy access and buffer less intense land uses. These parcels will accommodate basic support facilities and services required by the residential community Commercial and office areas comprise a total of 83 5 acres in Phase Two

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

Open Space and Drainage

A focal point of Peccole Ranch Phase Two is the 199 8 acre golf course and open space drainageway system which traverses the site along the natural wash system. All residential parcels within Phase Two, except one, have exposure to the golf course and open space areas. The single family parcel which is not adjacent to the open space system borders Angel Park Golf Course on its northern boundary Passive and active recreational areas will be provided, and residents will have an opportunity to utilize alternative modes of transportation throughout with the bike paths and pedestrian



RESORT SITE PLAN

PROJECT DATA

SITE

RESORT

PARKING

Peccole Ranch Resort

LAS VEGAS, NEVADA

Peccole Ranch Partnership

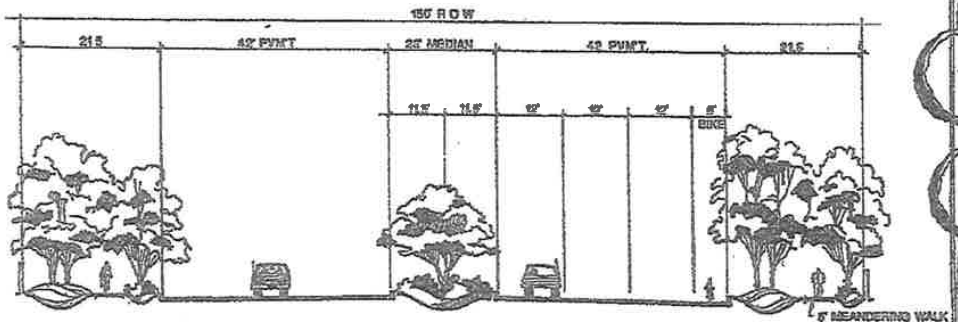
EXHIBIT D

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

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

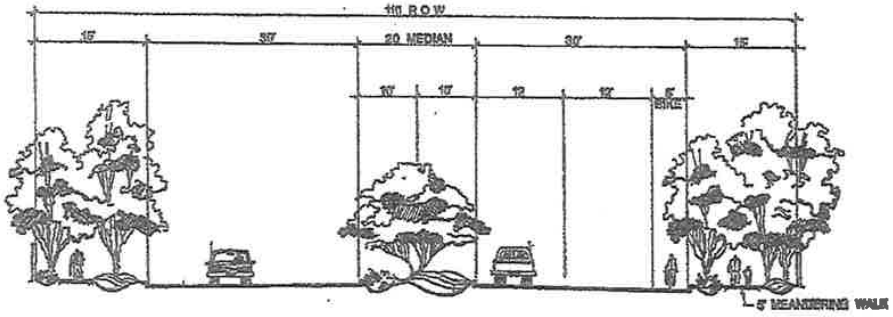
South of Charleston Boulevard, drainage flows through the washes initially enter the site in two locations along the western boundary at a peak rate of 800 cubic feet per second (cfs), and move in a east/northeast direction. Two wash flows are then directed into the main drainage wash which flows northeasterly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

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



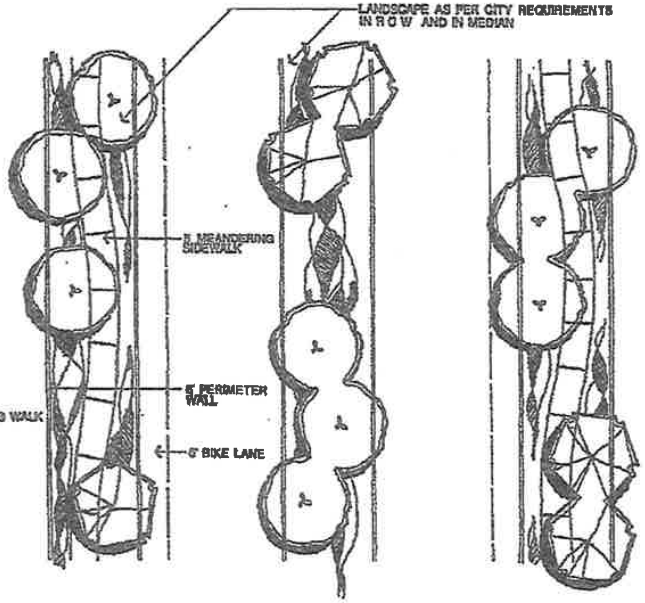
SECTION OF SAHARA AVENUE

N T S



SECTION OF MAJOR ENTRY ROAD

N.T.S.



PLAN VIEW OF MAJOR ENTRY ROAD

N T S

ROADWAY PLAN AND CROSS SECTIONS

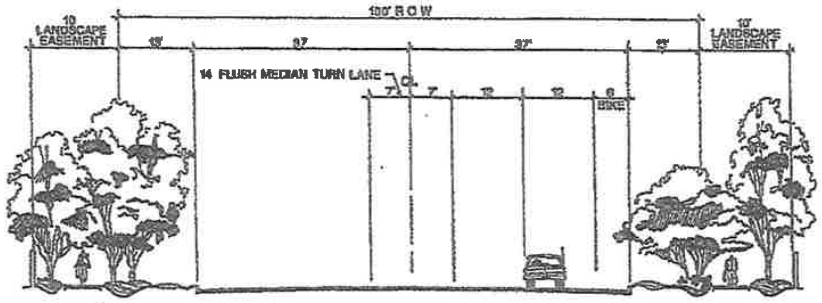
Peccole Ranch Partnership

EXHIBIT E

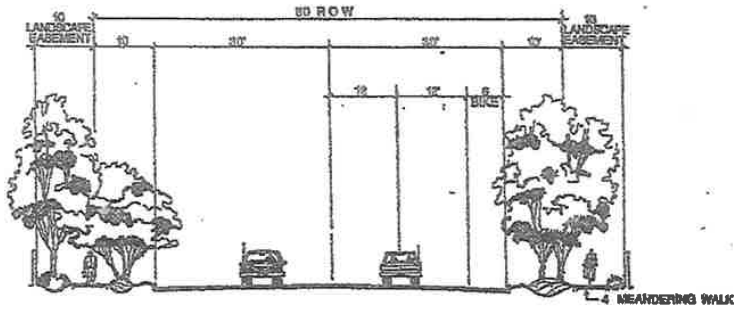
2-08-90

A WAYNE SMITH & ASSOCIATES

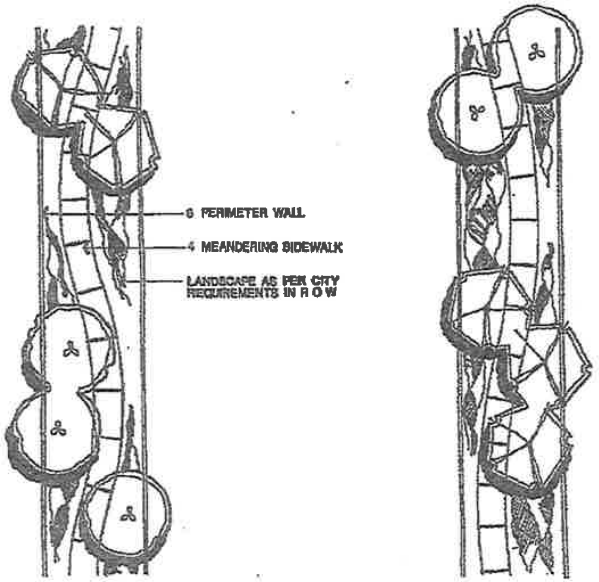
A Subsidiary of Carnegie-Hodnek



SECTION OF ARTERIAL ROADWAY RAMPART ROAD NTS



SECTION OF INTERIOR COLLECTOR ROADWAY NTS



PLAN VIEW OF INTERIOR COLLECTOR ROADWAY NTS

ROADWAY PLAN AND CROSS SECTIONS

Peccole Ranch Partnership

EXHIBIT F

2-06-90

A WAYNE SMITH & ASSOCIATES

A Subsidiary of Carnegie Holdrich

Schools

A 19.7 acre school site is designated in Phase Two of Peccole Ranch. The level of education served by the site, such as elementary or middle school status, will not be determined until development occurs and the student population becomes more clearly defined. A 10 1 acre elementary school site is reserved in Phase One, and according to the Clark County School District the site has been approved and will be purchased based upon acceptable appraisals The sites will be developed to meet the requirements of the Clark County School District. According to Clark County School District standards, a typical elementary school requires a student body of approximately 600 to support the facility, whereas a junior high school requires 1,250 students. Student population projections for Phase One and Two are attached.

DEVELOPMENT PLAN - PHASE TWO

The Peccole Ranch Partnership is the land developer for Peccole Ranch and will assume the responsibility of the following:

* Full street improvements for internal collector streets and partial improvements for other public streets adjacent to the development, or as agreed upon with the City of Las Vegas. See roadway Exhibits E and F on the following pages

* Delivery of water, sewer, telephone, and power to all parcels.

* Rough grade of all parcels

* Open Space development and landscaping.

* Entry treatments, including landscaping, water features, special pavement, and project signs.

* All landscaping along arterial roads (Charleston Boulevard, Sahara Avenue, and Fort Apache Road) and within internal boulevards.

* An information center.

Street and utilities are currently under construction in Phase One.

QUALITY OF DEVELOPMENT

Design, Architecture, and Landscape standards will be established for the development. A Design Review Committee will review and approve all plans for parcel development in Peccole Ranch. Covenants, Conditions and Restrictions will be established to guarantee the continued quality of development, and a Master Homeowner's Association will be established for the maintenance of common landscaping and open space. Separate subsidiary associations will be created within individual development parcels to maintain the common area within these areas.

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GENERAL PLAN CONFORMANCE

As the City of Las Vegas General Plan is designed as a set of guidelines to help direct the future growth of the City, so is the proposed Peccole Ranch Master Plan designed with an inherent flexibility to meet changing market demands at the time of actual development. Specifically, the proposed Plan is in conformance with the following Las Vegas General Plan Planning Guidelines:

* Provide for an efficient, orderly and complementary variety of land uses.
* Provide for "activity centers" as a logical concentration of development in each community area of the City to encourage economic, social and physical vitality, and expand the level of services.
* Encourage the master planning of large parcels under single ownership in the growth areas of the City to ensure a desirable living environment and maximum efficiency and savings in the provision of new public facilities and services.
* Provide for the continuing development of a diverse system of open space.

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PECCOLE RANCH

LAND USE DATA

PHASE TWO

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

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

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6649

PECCOLE RANCH

LAND USE DATA

OVERALL MASTER PLAN

LAND USE	NET ACRES	DENSITY RANGES
Single Family	729.49	4.0 - 8.0 du/ac
Multi-Family	105.36	8.0 - 24.0 du/ac
Mixed Use Village Center (Commercial, Office, Multi-Family)	75.56	20.0 - 35.0 du/ac
Neighborhood Commercial/Office	197.05	
Resort-Casino	56 0	
Nursing Home	8 25	
Golf Course/Open Space/Drainage	253.07	
Right-of-Way	114.37	
Schools	30.44	
TOTAL	1,569 6	

002500

6650

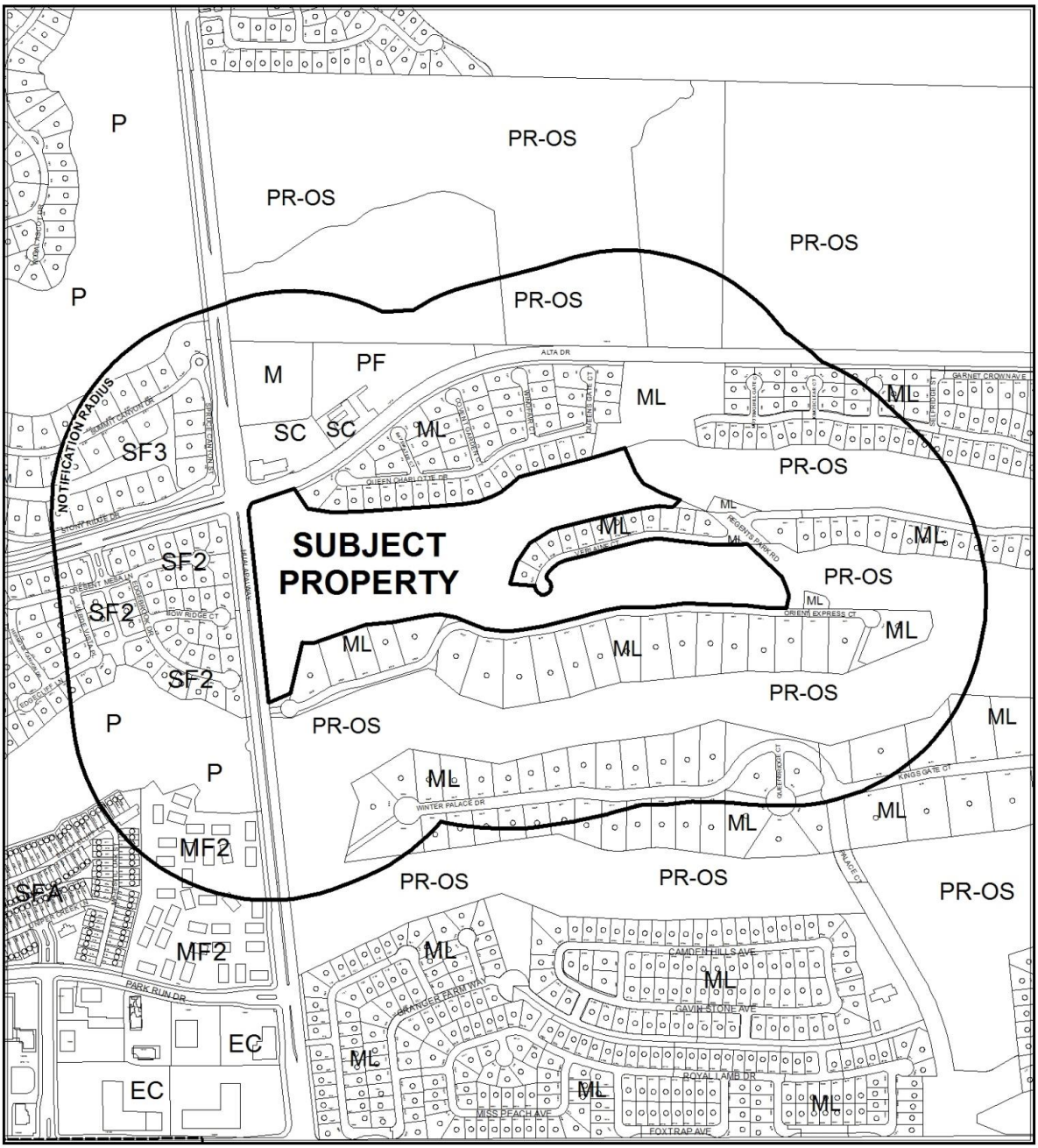
PECCOLE RANCH

STUDENT POPULATION PROJECTIONS

GRADE	PHASE ONE	PHASE TWO	MASTER PLAN
K thru 6	902	765	1,667
7 thru 9	347	294	641
10 thru 12	343	291	634
TOTAL	1,592	1,350	2,942

002501
6651

Exhibit 71

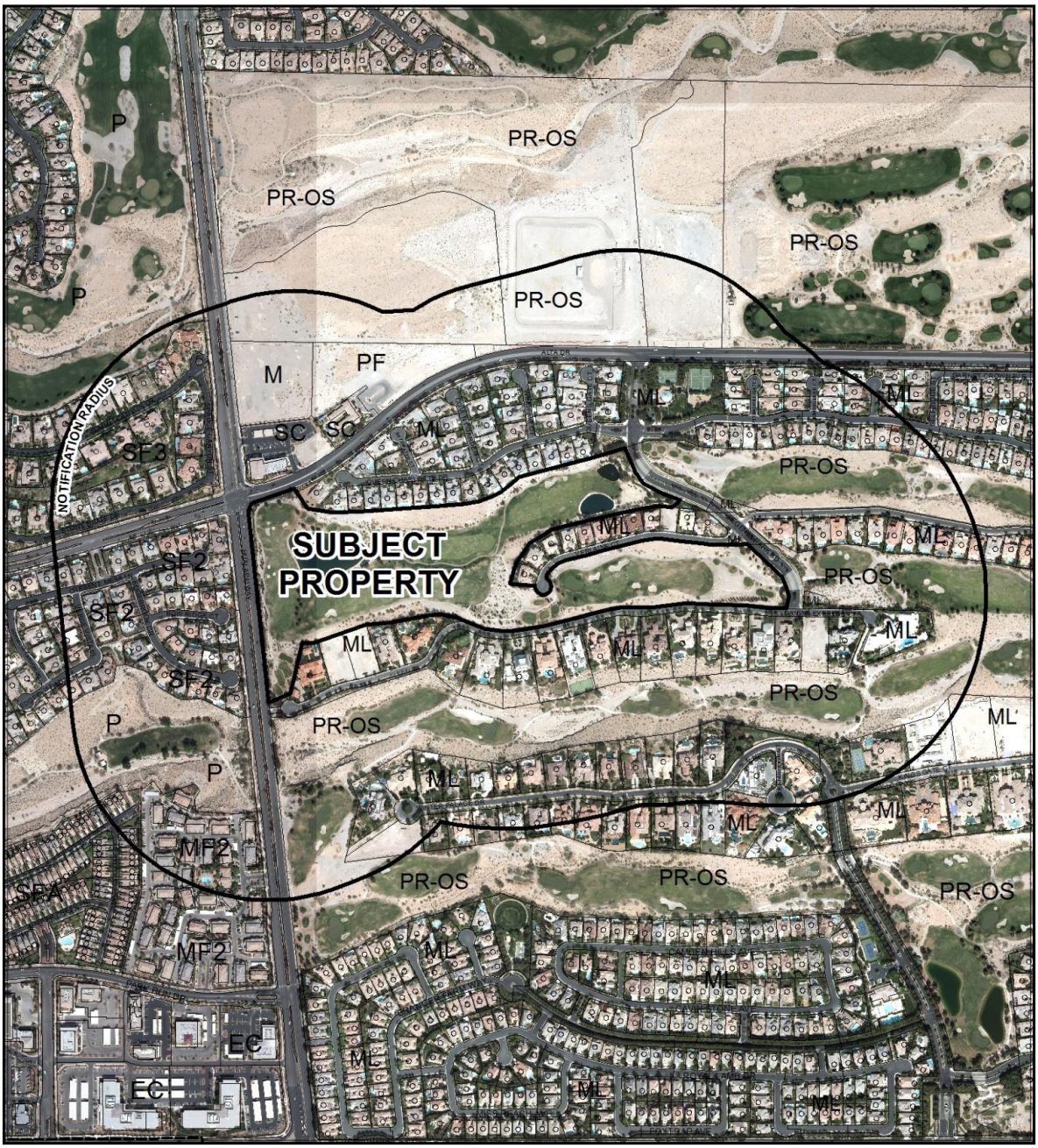


CASE: **GPA-68385 (PRJ-67184)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PR-OS (PARKS/RECREATION/OPEN SPACE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)



0 550 1,100 Feet

CASE: **GPA-68385 (PRJ-67184)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PR-OS (PARKS/RECREATION/OPEN SPACE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

N

Exhibit 72

GPA-68385 [PRJ-67184] - GENERAL PLAN AMENDMENT RELATED TO WVR-68480, SDR-68481 AND TMP-68482-
APPLICANT/OWNER: 180 LAND COMPANY, LLC
SOUTHEAST CORNER OF ALTA DRIVE AND HUALAPAI WAY

01/05/17

GPA-68385 [PRJ-67184] - GENERAL PLAN AMENDMENT RELATED TO WVR-68480, SDR-68481 AND TMP-68482-
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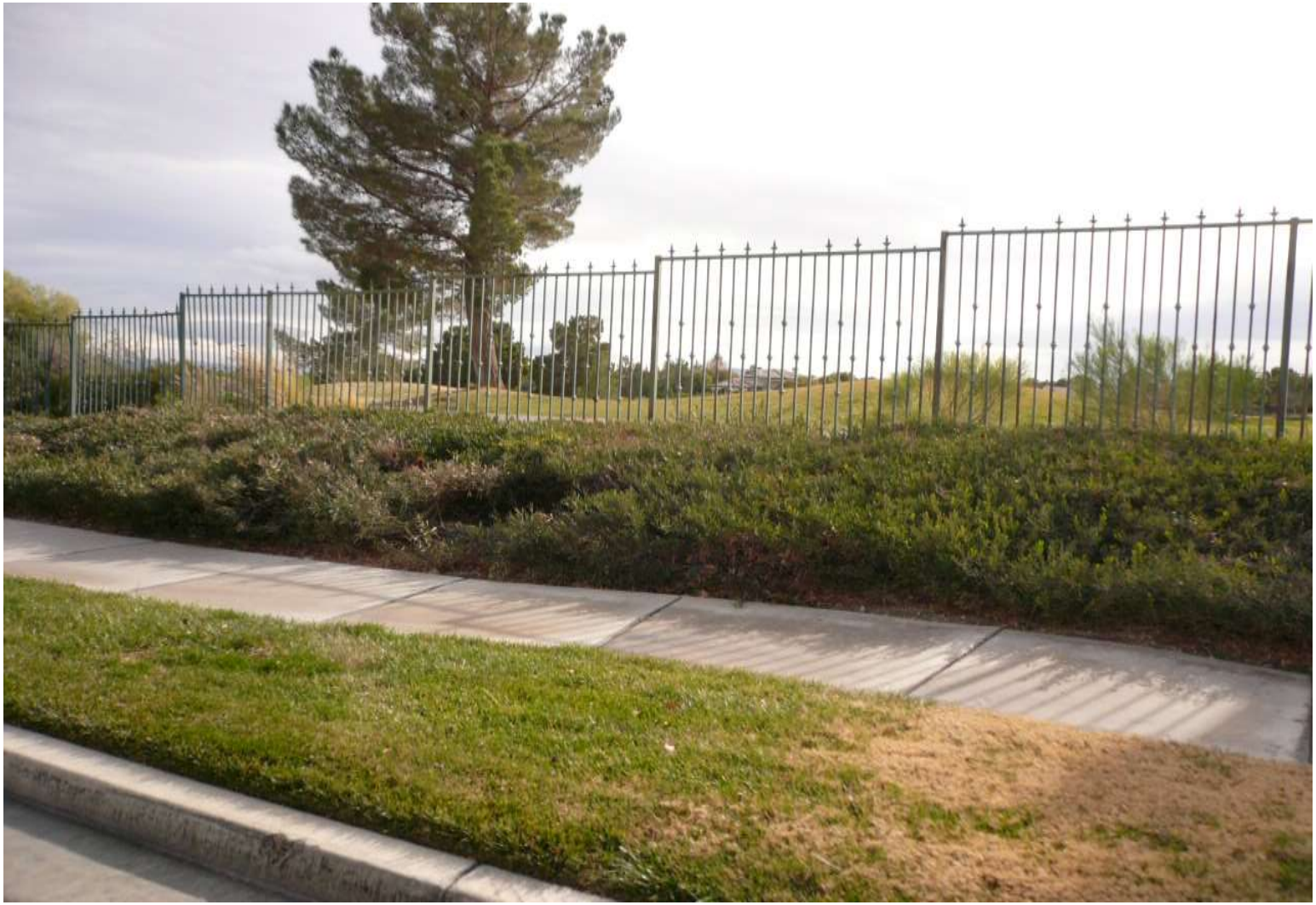
01/05/17



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SOUTHEAST CORNER OF ALTA DRIVE AND HUALAPAI WAY

01/05/17

GPA-68385 [PRJ-67184] - GENERAL PLAN AMENDMENT RELATED TO WVR-68480, SDR-68481 AND TMP-68482-
APPLICANT/OWNER: 180 LAND COMPANY, LLC
SOUTHEAST CORNER OF ALTA DRIVE AND HUALAPAI WAY

01/05/17

Exhibit 73

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: FEBRUARY 14, 2017
DEPARTMENT: PLANNING
ITEM DESCRIPTION: - APPLICANT/OWNER: 180 LAND COMPANY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-68385	Staff recommends APPROVAL.	
WVR-68480	Staff recommends APPROVAL, subject to conditions:	GPA-68385
SDR-68481	Staff recommends APPROVAL, subject to conditions:	GPA-68385 WVR-68480
TMP-68482	Staff recommends APPROVAL, subject to conditions:	GPA-68385 WVR-68480 SDR-68481

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 32

NOTICES MAILED
1019 - GPA-68385
253 - WVR-68480 and SDR-68481
253 - TMP-68482

APPROVALS
14 - GPA-68385
0 - WVR-68480 and SDR-68481
0 - TMP-68482

PROTESTS
45 - GPA-68385
3 - WVR-68480 and SDR-68481
3 - TMP-68482

SS

**** CONDITIONS ****

WVR-68480 CONDITIONS

Planning

1. Approval of a General Plan Amendment (GPA-68385) and approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-68481) and Tentative Map (TMP-68482) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

SDR-68481 CONDITIONS

Planning

1. Approval of a General Plan Amendment (GPA-68385) and approval of and conformance to the Conditions of Approval for a Waiver (WVR-68480) and Tentative Map (TMP-68482) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, date stamped 01/25/17 and landscape plan, date stamped 01/26/17, except as amended by conditions herein.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

SS

6. The standards for this development shall include the following:

Standard	Lots less than or equal to 20,000 sf*	Lots greater than 20,000 sf
Minimum Lot Size	10,000 sf	20,000 sf
Building Setbacks:		
• Front yard to private street or access easement	30 feet	35 feet
• Side yard	5 feet	7.5 feet
• Corner side yard	12.5 feet	15 feet
• Rear yard	25 feet	30 feet

Standard	Lots less than or equal to 20,000 sf*	Lots greater than 20,000 sf
Accessory structure setbacks:		
• Porte cochere to private street	15 feet	15 feet
• Side loaded garage to side yard property line	15 feet	15 feet
• Patio covers and/or 2nd story decks	20 feet	20 feet
• Separation from principal dwelling	6 feet	6 feet
• Side yard	5 feet	5 feet
• Corner side yard	5 feet	5 feet
• Rear yard	5 feet	5 feet
Building Heights:		
• Principal dwelling	40 feet	50 feet
• Accessory structures	25 feet	30 feet
• Floors	2 stories on slab or over basement	3 stories on lots greater than 35,000 sf; otherwise 2 stories
Permitted uses	Single family residence and accessory structures*	Single family residence and accessory structures*

*Includes Lots 1, 2 and 24.
**Accessory structures may have a trellis or canopy attached to the principal dwelling.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time as Final Map submittal. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

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8. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

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

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Correct all Americans with Disabilities Act (ADA) deficiencies on the public sidewalks adjacent to this site in accordance with code requirements of Title 13.56.040, if any, to the satisfaction of the City Engineer concurrent with development of this site.

12. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed subdivision. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services. Curbing on one side of the 32-foot private streets shall be constructed of red concrete and shall be in accordance with the adopted Fire Code (Ordinance #6325). The required curb coloring, painting, and signage shall be privately maintained in perpetuity by the Homeowner's Association.

13. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

14. Coordinate with the Sewer Planning Section of the Department of Public Works to determine the appropriate location and depth of public sewer lines servicing this site prior to approval of construction drawings for this site. Provide appropriate Public Sewer Easements for all public sewers not located within existing public street right-of-way. Construct paved vehicular access to all new Public Sewer Manholes proposed east of this site concurrent with on-site development activities. No structures, and no trees or vegetation taller than three feet shall be allowed within any Public Sewer Easements.

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15. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. The Drainage Study required by TMP-68482 may be used to satisfy this condition.

16. Site Development to comply with all applicable conditions of approval for TMP-68482 and any other site related actions.

TMP-68482 CONDITIONS

Planning

1. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.

2. Approval of a General Plan Amendment (GPA-68385) and approval of and conformance to the Conditions of Approval for Waiver (WVR-68480) and Site Development Plan Review (SDR-68481) shall be required, if approved.

3. Street names must be provided in accordance with the City's Street Naming Regulations.

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

5. In conjunction with creation, declaration and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief

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description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

6. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

7. Grant all required public easements (sewer, drainage, fire, etc.) that are outside the boundaries of this site prior to or concurrent with the recordation of a Final Map for this site.

8. Correct all Americans with Disabilities Act (ADA) deficiencies on the public sidewalks adjacent to this site in accordance with code requirements of Title 13.56.040, if any, to the satisfaction of the City Engineer concurrent with development of this site.

9. Private streets must be granted and labeled on the Final Map for this site as Public Utility Easements (P.U.E.), Public Sewer Easements, and Public Drainage Easements to be privately maintained by the Homeowner's Association.

10. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed subdivision. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services. Curbing on one side of the 32-foot private streets shall be constructed of red concrete and shall be in accordance with the adopted Fire Code (Ordinance #6325). The required curb coloring, painting, and signage shall be privately maintained in perpetuity by the Homeowner's Association.

11. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

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12. Coordinate with the Sewer Planning Section of the Department of Public Works to determine the appropriate location and depth of public sewer lines servicing this site prior to approval of construction drawings for this site. Provide appropriate Public Sewer Easements for all public sewers not located within existing public street right-of-way. Construct paved vehicular access to all new Public Sewer Manholes proposed east of this site concurrent with on-site development activities. No structures, and no trees or vegetation taller than three feet, shall be allowed within any Public Sewer Easements.

13. A working sanitary sewer connection shall be in place prior to final inspection of any units within this development. Full permanent improvements on all major access streets, including all required landscaped areas between the perimeter wall and adjacent public street, shall be constructed and accepted by the City prior to issuance of any building permits beyond 50% of all units within this development. All off-site improvements adjacent to this site, including all required landscaped areas between the perimeter walls and adjacent public streets, shall be constructed and accepted prior to issuance of building permits beyond 75%. The above thresholds notwithstanding, all required improvements shall be constructed in accordance with the Title 19.

14. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

15. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations. We note that curved sewers are not allowed and do not comply with City Standards.

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** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing a 61-lot gated single-family residential development on a portion of a large lot currently developed as a golf course generally located at the southeast corner of Alta Drive and Hualapai Way. The development would feature custom homes and contain small open space and park areas.

ISSUES

- A General Plan Amendment is requested from PR-OS (Parks/Recreation/Open Space) to L (Low Density Residential) on the primary parcel (that makes up the Badlands Golf Course.
- A Waiver of Title 19.02 is requested to allow 32-foot wide private streets with a private sidewalk and landscape easement on one side and another landscape easement on the other side where 47-foot wide streets including sidewalks on both sides are required within a proposed gated development. Staff supports this request.
- A Site Development Plan Review for a single-family residential development on this site is required for all planned developments zoned R-PD (Residential Planned Development). The proposal includes developer-proposed standards for development of the site.
- A Tentative Map is requested for a 61-lot single-family residential subdivision on a 34.07-acre parcel, which is a portion of the primary golf course parcel that is the subject of the proposed General Plan Amendment.
- A Parcel Map (PMP-64285) dividing the majority of the Badlands Golf Course into four separate lots, including a 34.07-acre lot at the southeast corner of Alta Drive and Hualapai Way that defines the extent of the proposed residential development, was recorded on 01/24/17. Although Assessor's Parcel Numbers have not yet been assigned, recordation of the Parcel Map has created four legal lots with valid legal descriptions.

ANALYSIS

The subject parent parcel (APN 138-31-702-002) is a significant portion of a developed golf course that is located within the Peccole Ranch Master Plan. The parcel is zoned R-PD7 (Residential Planned Development – 7 Units per Acre), allowing up to 7.49 dwelling units per acre spread out across the zoning district. The proposed L (Low Density Residential) General Plan designation allows density up to 5.49 dwelling units per acre, which is consistent with the density permitted by the existing R-PD7

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zoning across the Peccole Ranch Master Plan area. The approved 1990 Peccole Ranch Master Plan indicates that the subject area is planned for both single family residential and golf course/open space/drainage uses. Over time, the development pattern in this area did not follow the master plan as approved.

Title 19.16.110 states that "except as otherwise authorized by this Title, approval of all Maps, Vacations, Rezonings, Site Development Plan Reviews, Special Use Permits, Variances, Waivers, Exceptions, Deviations and Development Agreements shall be consistent with the spirit and intent of the General Plan." Within the area known as the Peccole Ranch Master Plan, the 1992 General Plan for the City of Las Vegas designated the proposed golf course area P (Parks/Recreation/Open Space) and the various residential areas around the proposed golf course as ML (Medium Low Density Residential). As other uses within the Peccole Ranch Master Plan were proposed that deviated from the established General Plan or zoning, a General Plan Amendment or Rezoning was required for consistency with the General Plan. As the proposed land area is no longer intended for a golf course or open space, but instead for residential development, an amendment to the General Plan is necessary and appropriate.

As a Residential Planned Development, density may be concentrated in some areas while other areas remain less dense, as long as the overall density for this site does not exceed 7.49 dwelling units per acre. Therefore, portions of the subject area can be restricted in density by various General Plan designations. A closer examination of the existing development reveals that single-family lots adjacent to the golf course average 12,261 square feet and a density of 3.55 units per acre along Queen Charlotte Drive west of Regents Park Road, an average of 11,844 square feet and a density of 3.68 units per acre along Verlaine Court and an average of 42,806 square feet and a density of 1.02 units per acre along Orient Express Court west of Regents Park Road. Each of these adjacent developments are designated ML (Medium Low Density Residential) with a density cap of 8.49 dwelling units per acre. The proposed development would have a density of 1.79 dwelling units per acre, with an average lot size of 19,871 square feet. In addition, open space and planned park areas are included as required for all new R-PD developments. Compared with the densities and General Plan designations of the adjacent residential development, the proposed L (Low Density Residential) designation is less dense and therefore appropriate for this area, capped at 5.49 units per acre.

Open space is provided in the form of three small park areas totaling approximately 62,000 square feet. Approximately 44,000 square feet or 1.01 acres of the development must consist of usable open space, which this proposal meets. An eight-foot buffer and six-foot wrought iron fence would separate the proposed "D" Avenue from Orient Express Court to the south. These areas are all common lots to be privately maintained.

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Title 19.04 requires private streets to be developed to public street standards, which require 47-foot wide streets with sidewalks on both sides of the street, as well as either a three-foot amenity zone with street trees or a five-foot planting zone on the adjacent private properties. This is to allow adequate space for vehicular travel in both directions, as well as a safe environment for pedestrians, bicycles and other modes of transportation. In the existing adjacent residential developments, the streets range in size from 36 feet to 40 feet in width with wide roll curbs. In addition, the San Michelle North development abutting this site to the north also contains a four-foot sidewalk, six-foot amenity zone and three-foot landscape strip within a common element on the north side of Queen Charlotte Drive. The side streets in that development contain the 36-foot private roadway with a four-foot sidewalk and five-foot amenity zone on one side contained in a private easement for a total sectional width of 45 feet.

The applicant is requesting a street section comparable to San Michelle North, with proposed 32-foot private streets with 30-inch roll curbs, a four-foot sidewalk and three-foot private landscape easement on one side and a five-foot private landscape easement on the other side for a total sectional width of 44 feet. A 32-foot wide street will allow for emergency vehicle access while still permitting parking on one side. Red colored concrete and signage will be required to clearly mark the side of the street with no parking. This design is comparable to the private streets in the adjacent gated subdivisions along the golf course. Staff can support the Waiver request with conditions that include a requirement for the applicant to coordinate with the Fire Protection Engineering Section of the Department of Fire Services to discuss the design and layout of all onsite private circulation and access drives to meet current fire codes.

The Site Development Plan Review describes two lot types with different development standards; those that contain 20,000 square feet or less and those containing greater than 20,000 square feet. However, three lots (Lots 1, 2 and 24) are included with the “20,000 square feet or less” classification for consistency of development. Development standards for lots that are 20,000 square feet or less are generally consistent with R-D zoned properties, while those in the category greater than 20,000 square feet are generally consistent with R-E zoned properties. Some exceptions include building height, which is proposed to be 40-50 feet where 35 feet is the requirement in the standard zoning districts, and patio covers, which are treated the same as second story decks unlike in the Unified Development Code. The additional height is comparable to existing residential dwellings in the R-PD7 zoning district. It is noted that no building height restriction was conditioned for the existing residential development surrounding the subject property.

The submitted Tentative Map contains the elements necessary for a complete submittal. The natural slope from west to east across the site is approximately 2.5 percent. Per Title 19, a development having a natural slope of greater than two percent is allowed to contain up to six-foot retaining walls and eight-foot screen walls on the perimeter, with a maximum height of 12 feet. A 10-foot combined perimeter wall consisting of no more

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than six feet of retaining is proposed along Hualapai Way, set back 20 feet from the property line. Only the screen wall would be visible from Hualapai Way. A six-foot screen wall or fence is proposed on the east perimeter at Regents Park Road.

The submitted north-south cross section depicts maximum natural grade at two percent across this site. Per Title 19, a development with natural slope of two percent or greater is allowed to contain up to six-foot retaining walls and eight-foot screen walls on the perimeter, with a maximum height of 12 feet. The retaining walls along the northern property line are shown as maximum six-foot retaining walls, with a maximum of 10 feet of both retaining and screening. From the adjacent properties, no more than 10 feet of wall or wrought iron fencing would be visible.

Per Title 19.04.040, the Connectivity Ratio requirement does not apply for R-PD developments. In addition, per Title 19.04.010, where a proposed development is adjacent to existing improvements, the Director of Public Works has the right to determine the appropriateness of implementing Complete Streets standards, including connectivity. In this case, Public Works has determined that it would be inappropriate to implement the connectivity standards, given the design of the existing residential development and configuration of available land for development.

FINDINGS (GPA-68385)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The density of the proposed General Plan Amendment is compatible with the existing adjacent land use designations, which include ML (Medium Low Density Residential), MLA (Medium Low Attached Density Residential) and PR-OS (Parks/Recreation/Open Space); the L (Low Density Residential) designation is less dense than any of these residential land use designations. However, as a Residential Planned Development, density may be concentrated in some areas while other areas remain less dense.

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2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The overall residential development, including the proposed site and surrounding adjacent residential development, is zoned R-PD7 (Residential Planned Development – 7 Units per Acre), which is allowed by the proposed amendment. Additionally, the zoning districts allowed by the proposed L (Low Density Residential) designation would be less dense than the existing R-PD7 zoning district.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   Additional streets, utilities and open space amenities would be constructed or extended to support the residential uses permitted by the proposed General Plan Amendment to L (Low Density Residential).

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   The proposed General Plan Amendment is consistent with the Peccole Ranch Master Plan, which designates the subject area for single family residential uses.

FINDINGS (WVR-68480)

Staff supports Title 19 requirements for streets within the city, which require private streets to be developed to public street standards. The Unified Development Code requires 47-foot wide private streets that contain sidewalks on both sides. However, none of the existing residential developments with private streets in this area adhere to this standard. The applicant is proposing streets that provide similar amenities and widths to the adjacent private streets, once private easements are granted. This configuration would be more compatible with the surrounding development than the required 47-foot streets. Build-out of the proposed streets will not cause an undue hardship to the surrounding properties and will allow for fire access and limited on-street parking. Therefore, staff recommends approval of the requested waiver, with conditions.

FINDINGS (SDR-68481)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

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1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed residential lots throughout the subject site are comparable in size to the existing residential lots directly adjacent to the proposed lots. The development standards proposed are compatible with those imposed on the adjacent lots. Several small park and open space amenities are provided for the benefit of residents.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development would be consistent with the General Plan if the plan is concurrently amended to L (Low Density Residential) or a lower density designation. The proposal for single-family residential and accessory uses is consistent with the approved 1990 Peccole Ranch Master Plan, which designates the subject area for single family uses. The proposed R-PD development is consistent with Title 19 requirements for residential planned developments prior to the adoption of the Unified Development Code. However, streets are not designed to public street standards as required by the Unified Development Code Title 19.04, for which a waiver is necessary.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access is proposed from Hualapai Way through a gate that meets Uniform Standard Drawing specifications. The street system does not connect to any existing streets and therefore should not negatively affect traffic within the existing residential areas.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Custom homes are proposed on the subject lots, which will be subject to future permit review. Landscape materials are drought tolerant and appropriate for this area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

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Custom homes are proposed on the subject lots, which will be subject to future permit review against the proposed development standards.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   Development of this site will be subject to building permit review and inspection, thereby protecting the public health, safety and general welfare.

FINDINGS (TMP-68482)

The submitted Tentative Map is in conformance with all Title 19 and NRS requirements for tentative maps.

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BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/17/80	The Board of City Commissioners approved the Annexation (A-0018-80) of 2,243 acres bounded by Sahara Avenue on the south, Hualapai Way on the west, Ducharme Avenue on the north and Durango Drive on the east. The annexation became effective on 12/26/80.
04/15/81	The Board of City Commissioners approved a General Plan Amendment (Agenda Item IX.B) to expand the Suburban Residential Land Use category and add the Rural Density Residential category generally located north of Sahara Avenue, west of Durango Drive.
	The Board of City Commissioners approved a Generalized Land Use Plan (Agenda Item IX.C) for residential, commercial and public facility uses on the Peccole property and the south portion of Angel Park lying within city limits. The maximum density of this plan was 24 dwelling units per acre.
05/20/81	The Board of City Commissioners approved a Rezoning (Z-0034-81) from N-U (Non-Urban) to R-1 (Single Family Residence), R-2 (Two Family Residence), R-3 (Limited Multiple Residence), R-MHP (Residential Mobile Home Park), R-PD7 (Residential Planned Development), R-PD8 (Residential Planned Development), P-R (Professional Offices and Parking), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) generally located north of Sahara Avenue, south of Westcliff Drive and extending two miles west of Durango Drive. The Planning Commission and staff recommended approval.
05/07/86	The City Council approved the Master Development Plan for Venetian Foothills on 1,923 acres generally located north of Sahara Avenue between Durango Drive and Hualapai Way. The Planning Commission and staff recommended approval. This plan included two 18-hole golf courses and a 106-acre regional shopping center. [Venetian Foothills Master Development Plan]
	The City Council approved a Rezoning (Z-0030-86) to reclassify property from N-U (Non-Urban) (under Resolution of Intent) to R-PD4 (Residential Planned Development), P-R (Professional Offices and Parking), C-1 (Limited Commercial), and C-V (Civic) on 585.00 acres generally located north of Sahara Avenue between Durango Drive and Hualapai Way. The Planning Commission and staff recommended approval. [Venetian Foothills Phase One]

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/15/89	The City Council considered and approved a revised master development plan for the subject site and renamed it Peccole Ranch to include 1,716.30 acres. Phase One of the Plan is generally located south of Charleston Boulevard, west of Fort Apache Road. Phase Two of the Plan is generally located north of Charleston Boulevard, west of Durango Drive, and south of Charleston Boulevard, east of Hualapai Way. The Planning Commission and staff recommended approval. A condition of approval limited the maximum number of dwelling units in Phase One to 3,150. [Peccole Ranch Master Development Plan]
02/15/89	The City Council approved a Rezoning (Z-0139-88) on 448.80 acres from N-U (Non-Urban) under Resolution of Intent to R-PD4, P-R, C-1 and C-V to R-PD7 (Residential Planned Development – 7 Units per Acre), R-3 (Limited Multiple Residence) and C-1 (Limited Commercial). [Peccole Ranch Phase One]
04/04/90	The City Council approved an amendment to the Peccole Ranch Master Development Plan to make changes related to Phase Two of the Plan and to reduce the overall acreage to 1,569.60 acres. Approximately 212 acres of land in Phase Two was planned for a golf course. The Planning Commission and staff recommended approval. [Peccole Ranch Master Development Plan]
	The City Council approved a Rezoning (Z-0017-90) from N-U (Non-Urban) (under Resolution of Intent to multiple zoning districts) to R-3 (Limited Multiple Residence), R-PD7 (Residential Planned Development – 7 Units per Acre) and C-1 (Limited Commercial) on 996.40 acres on the east side of Hualapai Way, west of Durango Drive, between the south boundary of Angel Park and Sahara Avenue. A condition of approval limited the maximum number of dwelling units for Phase Two of the Peccole Ranch Master Development Plan to 4,247 units. The Planning Commission and staff recommended approval. [Peccole Ranch Phase Two]
12/05/96	A (Parent) Final Map (FM-0008-96) for a 16-lot subdivision (Peccole West) on 570.47 acres at the northeast corner of Charleston Boulevard and Hualapai Way was recorded [Book 77 Page 23 of Plats]. The golf course was located on Lot 5 of this map.
08/14/97	The Planning Commission approved a request for a Site Development Plan Review [Z-0017-90(20)] for a proposed 76-lot single family residential development on 36.30 acres south of Alta Drive, east of Hualapai Way. Staff recommended approval.
03/30/98	A Final Map (FM-0190-96) for a four-lot subdivision (Peccole West Lot 10) on 184.01 acres at the southeast corner of Alta Drive and Hualapai Way was recorded [Book 83 Page 61 of Plats].

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