

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

vs.

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

Respondents.

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

Appellants/Cross-Respondents,

vs.

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

Respondent/Cross-Appellant.

No. 84345

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No. 84640

**AMENDED
JOINT APPENDIX
VOLUME 44
(Nos. 7988–8160)**

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Document(s) declaring modifications thereof recorded February 7, 1995 in Book 950207 as Instrument No. 00582 of Official Records.

Document(s) declaring modifications thereof recorded July 21, 1995 in Book 950721 as Instrument No. 01094 of Official Records.

Document(s) declaring modifications thereof recorded October 20, 1995 in Book 951020 as Instrument No. 00948 of Official Records.

Document(s) declaring modifications thereof recorded February 6, 1996 in Book 960206 as Instrument No. 00648 of Official Records.

11. Terms, Covenants, Conditions and Provisions in that certain instrument recorded March 27, 1987 in Book 870327 of Official Records, as Instrument No. 00121.
12. An easement for pipelines and incidental purposes in the document recorded May 12, 1987 in Book 870512 as Instrument No. 00763 of Official Records as shown on the Survey.
13. An easement for pipelines and incidental purposes in the document recorded May 12, 1987 in Book 870512 as Instrument No. 00764 of Official Records as shown on the Survey.
14. An easement for pipelines and incidental purposes in the document recorded June 5, 1987 in Book 870605 as Instrument No. 00815 of Official Records as described on the Survey.
15. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded June 22, 1987, in Book 870622 as Instrument No. 04266 of Official Records, over a portion of the land as shown on the Survey.
16. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded June 22, 1987, in Book 870622 as Instrument No. 04267 of Official Records, over a portion of the land as shown on the Survey.
17. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded June 22, 1987, in Book 870622 as Instrument No. 04268 of Official Records, over a portion of the land as shown on the Survey.
18. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded June 22, 1987, in Book 870622 as Instrument No. 04269 of Official Records, over a portion of the land as shown on the Survey.

19. An easement for public utilities and incidental purposes in the document recorded July 9, 1987 in Book 870709 as Instrument No. 00777 of Official Records as shown on the Survey.
20. An easement for public utilities and incidental purposes in the document recorded September 18, 1987 in Book 870918 as Instrument No. 01008 of Official Records as shown on the Survey.
21. An easement for public utilities and incidental purposes in the document recorded September 18, 1987 in Book 870918 as Instrument No. 01009 of Official Records as shown on the Survey.
22. An easement for public utilities and incidental purposes in the document recorded December 14, 1987 in Book 871214 as Instrument No. 00513 of Official Records as shown on the Survey.
23. An easement for public utilities and incidental purposes in the document recorded December 14, 1987 in Book 871214 as Instrument No. 00518.
24. An easement for public utilities and incidental purposes in the document recorded April 7, 1988 in Book 880407 as Instrument No. 00189 of Official Records as shown on the Survey.
25. Covenants, conditions, easements and restrictions in a Deed recorded November 24, 1993, in Book 931124 as Instrument No. 01314 of Official Records.
26. Covenants, conditions, easements and restrictions in a Deed recorded November 24, 1993, in Book 931124 as Instrument No. 01315 of Official Records.
27. Covenants, conditions, easements and restrictions in a Deed recorded November 24, 1993, in Book 931124 as Instrument No. 01316 of Official Records.
28. Covenants, conditions, easements and restrictions in a Deed recorded November 24, 1993, in Book 931124 as Instrument No. 01317 of Official Records.
29. Covenants, conditions, easements and restrictions in a Deed recorded November 24, 1993, in Book 931124 as Instrument No. 01318 of Official Records.
30. Covenants, conditions, easements and restrictions in a Deed recorded November 24, 1993, in Book 931124 as Instrument No. 01319 of Official Records.
31. Covenants, conditions, easements and restrictions in a Deed recorded November 24, 1993, in Book 931124 as Instrument No. 01320 of Official Records.
32. An easement for Lawn and Garden purposes and incidental purposes in the document recorded October 12, 1994 in Book 941012 as Instrument No. 00010 of Official Records as shown on the Survey.
33. Terms, Covenants, Conditions and Provisions in that certain "Agreement" executed by and between National Golf Operating Partnership, American Golf

Corporation, and James G. Wells recorded August 26, 1997 in Book 970826 of Official Records, as Instrument No. 00497.

34. Matters listed on the Survey prepared by Dennis J. Hensen, Professional Land Surveyor No. 5859 of Horizon Surveys LLC for MKAssociates, dated May 30, 2014, under MKA Project No.: 6202-14-3364:036 (the "Survey").

Parcel B-II:

35. The terms and provisions contained in the document entitled "Access Easement Agreement" recorded August 15, 2011 in Book 20110815 as Instrument No. 00565 of Official Records.

Document also recorded March 18, 2013 in Book 20130318 as Instrument No. 01166 of Official Records.

36. A document entitled "Lien Agricultural Use Assessment" recorded November 29, 2011 in Book 20111129 as Instrument No. 03801 of Official Records.

Document also recorded March 28, 2012 in Book 20120328 as Instrument No. 02909 of Official Records.

Document also recorded December 13, 2012 in Book 20121231 as Instrument No. 01775 of Official Records.

Document also recorded December 19, 2013 in Book 20131219 as Instrument No. 01104 of Official Records, none now due or payable.

SITE: PAINTED DESERT GOLF CLUB, LAS VEGAS, NV

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 125-34-110-001
b. 125-34-212-003
c. 125-33-516-001
d. 125-33-616-001

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 and related improvements

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____
Date of Recording: _____
Notes: _____

3.a. Total Value/Sales Price of Property

\$ 1,958,914.00

b. Deed in Lieu of Foreclosure Only (value of property (_____))

c. Transfer Tax Value:

\$ 1,958,914.00

d. Real Property Transfer Tax Due

\$ 9,990.90

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section NA

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: NA %

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 SEE EXHIBIT 'A' ATTACHED HERETO Capacity: See attached

Signature SEE EXHIBIT 'A' ATTACHED HERETO Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: CLP WEST GOLF, LLC f/k/a CNL Income
EAGLE West Golf, LLC
Address: 450 So. Orange Avenue
City: Orlando
State: FL Zip: 32801

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: CF PAINTED DESERT ARCIS LLC
c/o Fortress Investment Group
Address: 1345 Avenue of the Americas, 46th Floor
City: New York Attention: Constantine M. Dakolias
State: New York Zip: 10105

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

Print Name: First America Title
Address: 2500 Paseo Verde Pln #120
City: Henderson

Escrow # 16163534N001
State: NV Zip: 89104

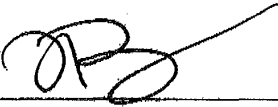
AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

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**SELLER'S SIGNATURE PAGE
TO
STATE OF NEVADA - DECLARATION OF VALUE
[PAINTED DESERT GOLF CLUB, LAS VEGAS, NV]**

CLP WEST GOLF, LLC, a Delaware limited liability company (f/k/a CNL INCOME EAGL WEST GOLF, LLC)

By: 
Name: Tracey B. Bracco
Title: Vice President

**BUYER'S SIGNATURE PAGE
TO
STATE OF NEVADA - DECLARATION OF VALUE
[PAINTED DESERT GOLF CLUB, LAS VEGAS, NV]**

CF PAINTED DESERT ARCIS LLC,
A Delaware limited liability company

By: 
Name: Scott Silvers
Title: Authorized Signatory

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this _____ day of _____, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to _____ (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in _____

(the "Declaration"). The Property is a part of a planned unit development known as _____

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

(Seal)
- Borrower

(Seal)
- Borrower



The MAPS and DATA are provided without warranty of any kind, expressed or implied.

Date Created: 01/09/2018

Property Information

Parcel: 13817310002
 Owner Name(s): SUN CITY SUMMERLIN COMMUNITY
 Site Address: 2749 ECHO MESA DR
 Jurisdiction: Las Vegas - 89134
 Zoning Classification: Planned Community District (P-C)
 Planned Landuse:

Misc Information

Subdivision Name: PARCEL MAP FILE 117 PAGE 36
 Lot Block: Lot:1 Block:
 Sale Date: Not Available
 Sale Price: Not Available
 Recorded Doc Number: 19900312 00000279
 Flight Date: 03/19/2016

Construction Year: 1989
 T-R-S: 20-60-17
 Census tract: Not_Available
 Estimated Lot Size: 80.17

Elected Officials

Commission District: Not_Available
 US Senate: Dean Heller, Catherine Cortez-Masto
 State Senate: 6 - NICOLE CANNIZZARO (D)
 School District: E - LOLA BROOKS
 Board of Education: 4 - MARK NEWBURN

City Ward:
 US Congress: 4 - RUBEN J KIHUEN
 State Assembly: 37 - JIM MARCHANT (R)
 University Regent: 7 - MARK DOUBRAVA
 Minor Civil Division: Not_Available

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Property Account Inquiry - Summary Screen

New Search | **Recorder** | **Treasurer** | **Assessor** | **Clark County Home**

Parcel ID: 138-17-310-002 | Tax Year: 2018 | District: 200 | Rate: 3.2782

Situs Address: 2749 ECHO MESA DR LAS VEGAS

Legal Description: ASSESSOR DESCRIPTION: PARCEL MAP FILE 117 PAGE 36 LOT 1 GEOID: PT N2 SW4 SEC 17 20 60

| Status: | Property Characteristics | | Property Values | | Property Documents | |
|---------|--------------------------|--------------------------------|----------------------------------|---------|--------------------|-----------|
| Active | Tax Cap Increase Pct. | 2.6 | Land | 130537 | 1990031200279 | 3/12/1990 |
| Taxable | Tax Cap Limit Amount | 30609.54 | Improvements | 1078290 | | |
| | Tax Cap Reduction | 9018.23 | Total Assessed Value | 1208827 | | |
| | Land Use | 3-47 Golf Course. Semi-Private | Net Assessed Value | 1208827 | | |
| | Cap Type | OTHER | Exemption Value New Construction | 0 | | |
| | Acreage | 80.1700 | New Construction - Supp Value | 0 | | |
| | Agriculture | DEFERRED GOLF OR AGRICULTURE | | | | |
| | Exemption Amount | 0.00 | | | | |

| Role | Name | Address | Since | To |
|-------|------------------------------|---|-----------|---------|
| Owner | SUN CITY SUMMERLIN COMMUNITY | %DEL WEBB COMMUNITIES INC 9107 DEL WEBB BLVD , LAS VEGAS, NV 89134-8567 UNITED STATES | 4/15/2010 | Current |

Summary

| Item | Amount |
|--------------------|-------------|
| Taxes as Assessed | \$39,627.77 |
| Less Cap Reduction | \$9,018.23 |
| Net Taxes | \$30,609.54 |

PAST AND CURRENT CHARGES DUE TODAY

| Tax Year | Charge Category | Amount Due Today |
|---|-----------------|------------------|
| THERE IS NO PAST OR CURRENT AMOUNT DUE as of 1/8/2018 | | \$0.00 |

NEXT INSTALLMENT AMOUNTS

| Tax Year | Charge Category | Installment Amount Due |
|---|------------------------|------------------------|
| 2018 | Property Tax Principal | \$7,652.39 |
| NEXT INSTALLMENT DUE AMOUNT due on 3/5/2018 | | \$7,652.39 |

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

| Tax Year | Charge Category | Remaining Balance Due |
|---|--------------------------|-----------------------|
| 2018 | Property Tax Principal | \$7,652.39 |
| 2018 | Las Vegas Artesian Basin | \$0.00 |
| TAX YEAR TOTAL AMOUNTS DUE as of 1/8/2018 | | \$7,652.39 |

PAYMENT HISTORY

| | |
|--------------------------------|-------------|
| Last Payment Amount | \$7,652.39 |
| Last Payment Date | 12/28/2017 |
| Fiscal Tax Year Payments | \$22,958.95 |
| Prior Calendar Year Payments | \$30,417.42 |
| Current Calendar Year Payments | \$0.00 |

003761

7997

Property Account Inquiry - Summary Screen

New Search **Recorder** **Treasurer** **Assessor** **Clark County Home**

Parcel ID: 138-17-310-002 Tax Year: 2018 District: 200 Rate: 3.2782

Situs Address: 2749 ECHO MESA DR LAS VEGAS

Legal Description: ASSESSOR DESCRIPTION: PARCEL MAP FILE 117 PAGE 36 LOT 1 GEOID: PT N2 SW4 SEC 17 20 60

| Status: | Property Characteristics | Property Values | Property Documents |
|---------|--|------------------------------------|-------------------------|
| Active | Tax Cap Increase Pct. 2.6 | Land 130537 | 1990031200279 3/12/1990 |
| Taxable | Tax Cap Limit Amount 30609.54 | Improvements 1078290 | |
| | Tax Cap Reduction 9018.23 | Total Assessed Value 1208827 | |
| | Land Use 3-47 Golf Course, Semi-Private | Net Assessed Value 1208827 | |
| | Cap Type OTHER | Exemption Value New Construction 0 | |
| | Acreage 80.1700 | New Construction - Supp Value 0 | |
| | Agriculture DEFERRED GOLF OR AGRICULTURE | | |
| | Exemption Amount 0.00 | | |

| Role | Name | Address | Since | To |
|-------|------------------------------|---|-----------|---------|
| Owner | SUN CITY SUMMERLIN COMMUNITY | %DEL WEBB COMMUNITIES INC 9107 DEL WEBB BLVD , LAS VEGAS, NV 89134-8567 UNITED STATES | 4/15/2010 | Current |

Summary

| Item | Amount |
|--------------------|-------------|
| Taxes as Assessed | \$39,627.77 |
| Less Cap Reduction | \$9,018.23 |
| Net Taxes | \$30,609.54 |

PAST AND CURRENT CHARGES DUE TODAY

| Tax Year | Charge Category | Amount Due Today |
|---|-----------------|------------------|
| THERE IS NO PAST OR CURRENT AMOUNT DUE as of 1/8/2018 | | \$0.00 |

NEXT INSTALLMENT AMOUNTS

| Tax Year | Charge Category | Installment Amount Due |
|---|------------------------|------------------------|
| 2018 | Property Tax Principal | \$7,652.39 |
| NEXT INSTALLMENT DUE AMOUNT due on 3/5/2018 | | \$7,652.39 |

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

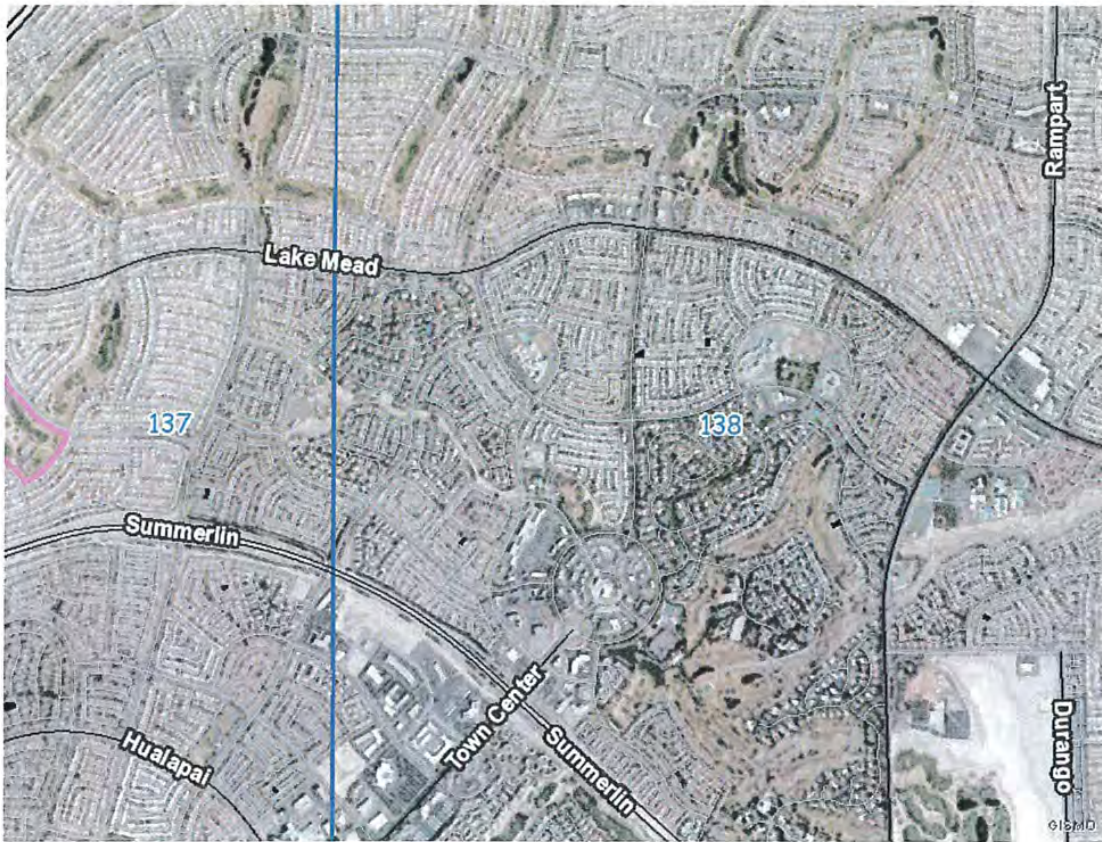
| Tax Year | Charge Category | Remaining Balance Due |
|---|--------------------------|-----------------------|
| 2018 | Property Tax Principal | \$7,652.39 |
| 2018 | Las Vegas Artesian Basin | \$0.00 |
| TAX YEAR TOTAL AMOUNTS DUE as of 1/8/2018 | | \$7,652.39 |

PAYMENT HISTORY

| | |
|--------------------------------|-------------|
| Last Payment Amount | \$7,652.39 |
| Last Payment Date | 12/28/2017 |
| Fiscal Tax Year Payments | \$22,958.95 |
| Prior Calendar Year Payments | \$30,417.42 |
| Current Calendar Year Payments | \$0.00 |

003762

7998



The MAPS and DATA are provided without warranty of any kind, expressed or implied.

Date Created: 01/09/2018

Property Information

Parcel: 13723610001
 Owner Name(s): SUN CITY SUMMERLIN COMMUNITY
 Site Address: 2102 THOMAS W RYAN BLVD
 Jurisdiction: Las Vegas - null
 Zoning Classification: Planned Community District (P-C)

Planned Landuse:

Misc Information

Subdivision Name: SUN CITY LAS VEGAS VILLAGE 10- UNIT #45

Lot Block: Lot:2 Block:

Sale Date: Not Available

Sale Price: Not Available

Recorded Doc Number: 19960507 00000435

Flight Date: 03/19/2016

Elected Officials

Commission District: Not_Available
 US Senate: Dean Heller, Catherine Cortez-Masto

State Senate: 6 - NICOLE CANNIZZARO (D)

School District: E - LOLA BROOKS

Board of Education: 3 - FELICIA ORTIZ

Construction Year: 1996

T-R-S: 20-59-23

Census tract: Not_Available

Estimated Lot Size: 70.09

City Ward:

US Congress: 3 - JACKY ROSEN (D)

State Assembly: 37 - JIM MARCHANT (R)

University Regent: 7 - MARK DOUBRAVA

Minor Civil Division: Not_Available

003763

7999

Property Account Inquiry - Summary Screen

New Search

Recorder

Treasurer

Assessor

Clark County Home

| | | | | | | | |
|-----------|----------------|----------|------|----------|-----|------|--------|
| Parcel ID | 137-23-610-001 | Tax Year | 2018 | District | 200 | Rate | 3.2782 |
|-----------|----------------|----------|------|----------|-----|------|--------|

Situs Address: 2102 THOMAS W RYAN BLVD LAS VEGAS

Legal Description: ASSESSOR DESCRIPTION: SUN CITY LAS VEGAS VILLAGE 10- UNIT #45 PLAT BOOK 64 PAGE 88 LOT 2
GEOID: PT S2 NE4 SEC 23 20 59

| Status: | Property Characteristics | | Property Values | | Property Documents | |
|---------|--------------------------|--------------------------------|----------------------------------|--------|--------------------|----------|
| Active | Tax Cap Increase Pct. | 2.6 | Land | 90300 | 96050700435 | 5/7/1996 |
| Taxable | Tax Cap Limit Amount | 14394.59 | Improvements | 424171 | | |
| | Tax Cap Reduction | 2470.80 | Total Assessed Value | 514471 | | |
| | Land Use | 3-47 Golf Course. Semi-Private | Net Assessed Value | 514471 | | |
| | Cap Type | OTHER | Exemption Value New Construction | 0 | | |
| | Acreage | 70.0900 | New Construction - Supp Value | 0 | | |
| | Agriculture | DEFERRED GOLF OR AGRICULTURE | | | | |
| | Exemption Amount | 0.00 | | | | |

| Role | Name | Address | Since | To |
|-------|------------------------------|---|----------|---------|
| Owner | SUN CITY SUMMERLIN COMMUNITY | 9107 DEL WEBB BLVD , LAS VEGAS, NV 89134-8567 UNITED STATES | 7/1/2002 | Current |

Summary

| Item | Amount |
|--------------------|-------------|
| Taxes as Assessed | \$16,865.39 |
| Less Cap Reduction | \$2,470.80 |
| Net Taxes | \$14,394.59 |

PAST AND CURRENT CHARGES DUE TODAY

| Year | Charge Category | Amount Due Today |
|---|-----------------|------------------|
| THERE IS NO PAST OR CURRENT AMOUNT DUE as of 1/9/2018 | | \$0.00 |

NEXT INSTALLMENT AMOUNTS

| Tax Year | Charge Category | Installment Amount Due |
|---|------------------------|------------------------|
| 2018 | Property Tax Principal | \$3,598.65 |
| NEXT INSTALLMENT DUE AMOUNT due on 3/5/2018 | | \$3,598.65 |

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

| Tax Year | Charge Category | Remaining Balance Due |
|---|--------------------------|-----------------------|
| 2018 | Property Tax Principal | \$3,598.65 |
| 2018 | Las Vegas Artesian Basin | \$0.00 |
| TAX YEAR TOTAL AMOUNTS DUE as of 1/9/2018 | | \$3,598.65 |

PAYMENT HISTORY

| | |
|--------------------------------|-------------|
| Last Payment Amount | \$3,598.65 |
| Last Payment Date | 12/28/2017 |
| Fiscal Tax Year Payments | \$10,797.74 |
| Prior Calendar Year Payments | \$14,305.19 |
| Current Calendar Year Payments | \$0.00 |

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8000

2749 ECHO MESA

Property Information

Parcel: 13817310002

Owner Name(s): SUN CITY SUMMERLIN
COMMUNITY

Site Address: 2749 ECHO MESA DR

Jurisdiction: Las Vegas - 89134

Sale Date: Not Available

Sale Price: Not Available

Estimated Lot Size: 80.17

Construction Year: 1989

Recorded Doc Number: [19900312 00000279](#)

Aerial Flight Date: 03/19/2016

Zoning and Planned Landuse

Zoning Classification: [Planned Community District \(P-C\)](#)
Community District:

Legal Description

Subdivision Name: PARCEL MAP FILE 117 PAGE 36

Book Page: 117 36

Lot Block: Lot:1 Block:

T-R-S: 20-60-17

Tax District: 200

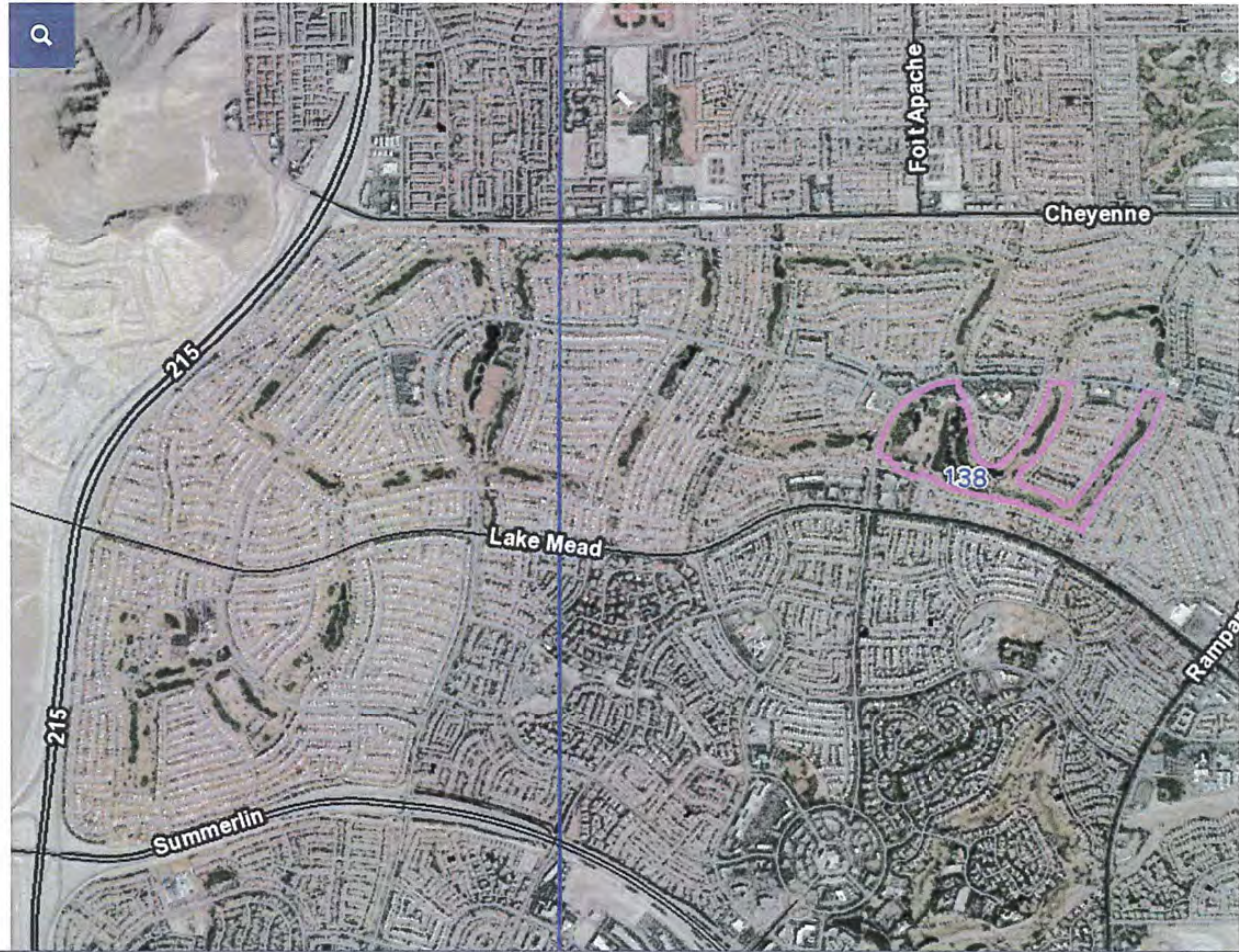
Census Tract:

Ownership

title owners

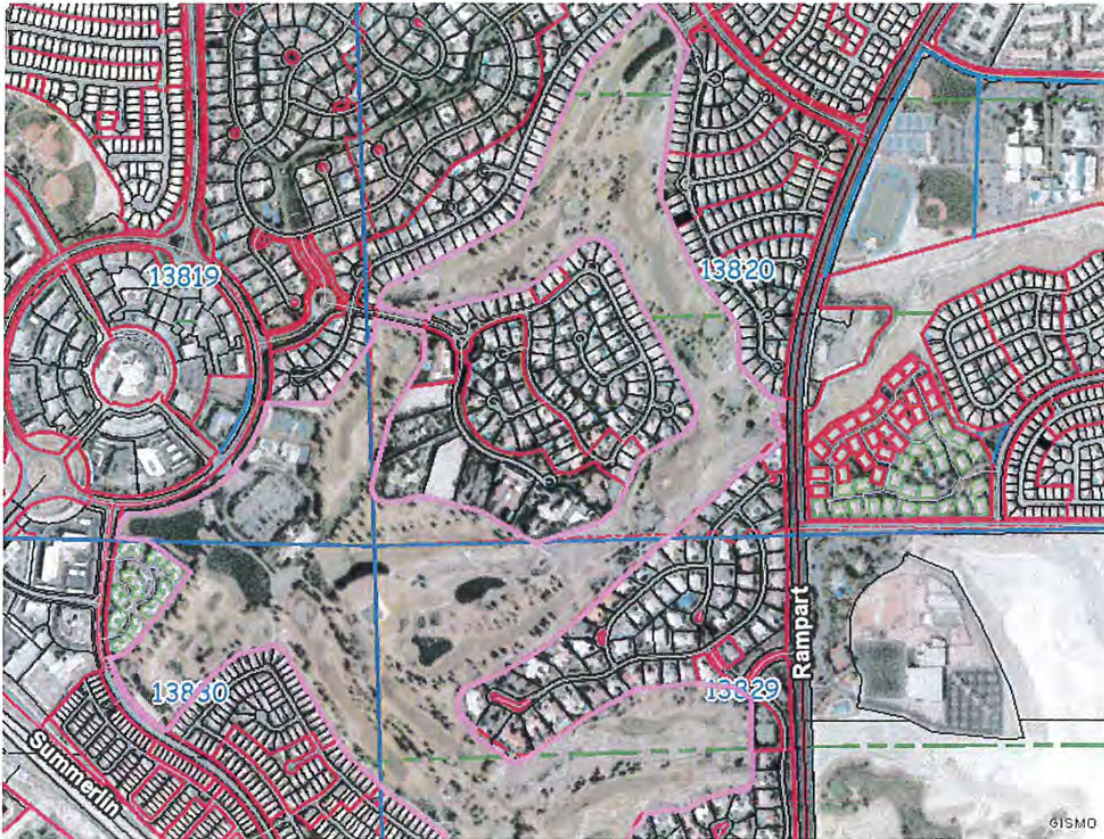
| Parcel | Owners |
|----------------|-----------------------------|
| 138-17-310-002 | SUN CITY SUMMERLIN COMMUNIT |

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The MAPS and DATA are provided without warranty of any kind, expressed or implied.

Date Created: 01/09/2018

Property Information

Parcel: 13820413017
 Owner Name(s): TOURNAMENT PLAYERS CLUB
 Site Address: 1700 VILLAGE CENTER CIR
 Jurisdiction: Las Vegas - 89134
 Zoning Classification: Planned Community District (P-C)
 Planned Landuse:

Misc Information

Subdivision Name: TOURNAMENT HILLS-UNIT 2
 Lot Block: Lot:21 Block:A
 Construction Year: 1992
 Sale Date: 12/2012
 T-R-S: 20-60-20
 Sale Price: \$250,000
 Census tract: Not_Available
 Recorded Doc Number: 20020715 00000066
 Estimated Lot Size: 188.95
 Flight Date: 03/19/2016

Elected Officials

| | | | |
|----------------------|-------------------------------------|-----------------------|----------------------------------|
| Commission District: | Not_Available | City Ward: | |
| US Senate: | Dean Heller, Catherine Cortez-Masto | US Congress: | 4 - RUBEN J KIHUEN |
| State Senate: | 6 - NICOLE CANNIZZARO (D) | State Assembly: | 34 - SHANNON BILBRAY-AXELROD (D) |
| School District: | E - LOLA BROOKS | University Regent: | 7 - MARK DOUBRAVA |
| Board of Education: | 4 - MARK NEWBURN | Minor Civil Division: | Not_Available |

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TPC

other relevant recording data; (ii) a statement that the provisions of this Declaration as set forth herein shall apply to the Annexed Territory; and (iii) an exact legal description of the Annexed Territory. The Notice of Annexation shall be substantially in the form of Exhibit "C" hereto.

Section 14.2. Contraction of Annexable Area. So long as real property is not Annexed Territory subject to this Declaration, the Annexable Area may be contracted to delete such real property effective upon the Recordation of a written instrument describing such real property, executed by Declarant, and declaring that such real property shall thereafter be deleted from the Annexable Area. Such real property may be deleted from the Annexable Area without a vote of the Sub-Association or the approval or consent of any other Person, except as provided herein.

ARTICLE XV

TOURNAMENT PLAYERS CLUB

Section 15.1. Certain Additional Definitions. For purposes of this Article XV, and as used elsewhere in this Declaration, the following terms shall have the meanings set forth below:

(a) "Golf Course Property" shall mean the land adjacent to the Development currently being operated or intended to be operated as a golf course and country club.

(b) "Club" means the Tournament Players Club at Summerlin, which is the golf, tennis and country club located on the Golf Course Property.

(c) "PGA TOUR" shall mean the PGA TOUR, INC., a Maryland corporation, which sanctions, sponsors and promotes professional golf tournaments.

(d) "TPC, Inc." shall mean Tournament Players Club at Summerlin, Inc., a Nevada corporation and an indirect wholly owned subsidiary of PGA TOUR, which is the manager of the Club.

Section 15.2. Access to Golf Course Property and Club. No Owner shall have any right, by virtue of Membership in the Sub-Association or ownership of a Lot in the Development, whether or not contiguous to the Golf Course Property, of access, entry or other use of the Golf Course Property nor any right to join or become a member of the Club.

Property of any other person or entity.

Section 15.4. Walls and Fences. No walls, fences or other obstructions shall be constructed within ten feet (10') of the boundary of the Golf Course Property without the prior written consent of the Design Review Committee and the PGA TOUR.

Section 15.5. Activities During TOUR Events. During the conduct of any professional golf tournament sanctioned or sponsored by PGA TOUR, there shall be no unusual construction activity or other activity which, in the reasonable judgment of the management of the Club, disturbs play in, or conduct of, such tournament, including the enjoyment of such tournament by spectators.

Section 15.6. Waiver of Liability for Errant Golf Balls. By acceptance of a Deed to a Lot in the Development, the Sub-Association and each Owner, for himself and on behalf of his family, guests and tenants, hereby release Declarant, the owner and any manager of the Golf Course Property, PGA TOUR, TPC, Inc., the Master Association (and each Owner and the Sub-Association mutually release each other), and their respective agents, employees, directors, officers, shareholders, partners, and contractors, from all claims, demands, expenses, damages, costs, causes of action, obligations and liabilities, including, without limitation, damage to his Residence or Lot and damages for personal injury or death, which in any way arise from or relate to the impact of a golf ball which enters upon the Sub-Association Property or within any Lot or Residence from the Golf Course Property, whether or not the golf ball is struck in a negligent manner.

Section 15.7. Conveyance of Country Club. All Persons, including all Owners, are hereby advised and by accepting a Deed to any Lot acknowledge that no representations or warranties have been or are made by the Declarant or any other Person with regard to the continuing ownership or operation of the Golf Course Property or the Club, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment hereto executed or joined into by the Declarant. Further, the ownership or operational duties of and as to the Golf Course Property or the Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Golf Course Property or the Club by/to an independent Person, (b) the conversion of the Golf Course Property or the Club membership structure to an "equity" club or similar arrangement whereby the members of the Golf Course Property or the Club or an entity owned or controlled thereby become the

owner(s) and/or operator(s) of the Golf Course Property or the Club, or (c) the conveyance, pursuant to contract, option, or otherwise, of the Golf Course Property or the Club to one or more affiliates, shareholders, employees, or independent contractors of Declarant, TPC, Inc. or PGA TOUR or any other Person. As to any of the foregoing or any other alternative, no consent of the Sub-Association, or any Owner shall be required to effectuate such transfer.

ARTICLE XVI

MISCELLANEOUS

Section 16.1. Term. The provisions of this Declaration shall run with and bind the Development, and shall inure to the benefit of and be enforceable by the Sub-Association or the Owner of any land subject to this Declaration, their respective legal representatives, successors and assigns, for a term of fifty (50) years from the date of Recordation of this Declaration, after which time such provisions shall be automatically extended for successive periods of ten (10) years unless a declaration of termination meeting the requirements of an amendment to this Declaration as set forth in Sections 16.2 and 16.3 have been Recorded.

Section 16.2. Amendments.

(a) By Declarant. Prior to the sale of a Lot to a member of the public, the provisions of this Declaration may be amended or terminated by Recordation of a written instrument signed by Declarant setting forth such amendment or termination.

(b) By Members. The provisions of this Declaration, (excluding Articles V, VII, VIII, XII, XIV and XV hereof and Sections 16.2 and 16.3 of this Article XVI, which may not be amended without the written consent of Declarant until (1) the Close of Escrow for the sale of the last Lot in the Development from Declarant to a purchaser, and (ii) Declarant no longer owns any portion of the Annexable Area), may be amended by Recordation of a certificate, signed and acknowledged by the president and secretary of the Sub-Association, setting forth the amendment and certifying that such amendment has been approved by at least sixty-seven percent (67%) of the voting power of the Sub-Association and the requisite percentage of holders and insurers of First Mortgages, if applicable.

(c) Approval of First Mortgagees. Notwithstanding the foregoing, any of the following amendments, to be effective, must be approved by the record holders and insurers of seventy-five percent (75%) of the First Mortgages at the time of such amendment, based upon one (1) vote for each Mortgage owned or insured:

(i) Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights

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REAL PROPERTY TRANSFER TAX DECLARATION

**State of Nevada
Declaration of Value**

1. Assessor Parcel Number(s)

- a) 138-20-413-014
- b) 138-29-311-008
- c) 138-29-210-036
- d) 138-20-810-001
- e) 138-29-310-001

2. Type of Property

- a) ☐ Vacant Land
- b) ☐ Single Family Res.
- c) ☐ Condo/Townhouse
- d) ☐ 2-4 Plex
- e) ☐ Apartment Bldg.
- f) ☐ Commercial/Industrial
- g) ☐ Agricultural
- h) ☐ Mobile Home
- i) ☒ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument No: _____
Book: _____ Page: 104
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

\$ -0-
(\$ -0-)
\$ -0-
\$ -0-

4. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section: 3 Transfer to correct legal description
- b) Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

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The undersigned Seller (Grantor)/Buyer (Grantee), declare(s) 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, 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.

KEVIN T. ORROCK

Executive VP and Treasurer

Signature: [Signature]

Capacity: _____

KEVIN T. ORROCK

Signature: [Signature]

Capacity: _____

Executive VP and Treasurer

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION
(Required)

Print Name: Howard Hughes Properties, Inc.
Address: 10000 W. Charleston Blvd. Ste. 200
City: Las Vegas
State: NV Zip: 89135

Summerlin Corporation
10000 W. Charleston Blvd. Ste. 200
Las Vegas, NV 89135

BUYER (GRANTEE) INFORMATION
(Required)

Print Name: Tournament Players
Address: 112 PGA Tour Boulevard
City: Ponte Vedra Beach
State: FL Zip: 32082

Company Requesting Recording (required if not Seller or Buyer)

Co. Name: Nevada Title Company
Address: 3320 West Sahara Avenue Ste. 200
Las Vegas, NV 89102

Escrow No: 01-10-2662-JKH

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

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This Deed is being recorded to clarify the legal description and supersedes the Grant Bargain Sale Deed recorded on May 9, 2002 in Book 20020509 as Instrument No. 00347 of Official Records.

(S)

APN(s): 138-20-413-014 138-20-810-001
138-29-311-008 138-29-310-001
138-29-210-036

Mail Tax Statements to:
Tournament Players Club at Summerlin, Inc.
112 PGA Tour Boulevard
Ponte Vedra Beach, Florida 32082

Escrow No. 01-10-2662 JKH

CORRECTION DEED

This Correction and Clarification Conveyance ("Correction Deed") is given from SUMMERLIN CORPORATION, a Delaware corporation ("Summerlin") and HOWARD HUGHES PROPERTIES, LIMITED PARTNERSHIP, a Delaware limited partnership ("HHP") in favor of TOURNAMENT PLAYERS CLUB AT SUMMERLIN, INC., a Nevada corporation (the "Grantee") to correctly describe the property that was intended to be conveyed in that certain Grant, Bargain, Sale Deed executed May 6, 2002 and recorded May 9, 2002 in Book 20020509 as Instrument No. 00347 of Official Records in the Office of the County Recorder of Clark County, Nevada. Summerlin and HHP are collectively referred to herein as the "Grantor." The real property intended to be conveyed and hereby conveyed is described on Exhibit "A" attached hereto (the "Property"), together with all improvements thereon and together with all tenements, hereditaments and appurtenances of Grantor belonging or in any way pertaining to the Property.

Subject to the permitted encumbrances as described on Exhibit "B" attached hereto (the "Permitted Encumbrances").

To have and to hold the Property in fee simple forever.

Except as set forth in the Permitted Encumbrances, Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its general partner thereunto duly authorized.

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SUMMERLIN CORPORATION, a Delaware corporation

By: [Signature]

Name: KEVIN T. ORROCK
Executive VP and Treasurer

Title: _____

HOWARD HUGHES PROPERTIES,
LIMITED PARTNERSHIP, a Delaware
limited partnership

By its sole general partner: THE HOWARD
HUGHES CORPORATION, a Delaware
corporation

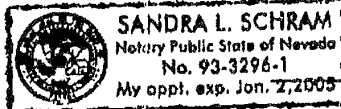
By: [Signature]

Name: KEVIN T. ORROCK
Executive VP and Treasurer

Title: _____

STATE OF NEVADA)
COUNTY OF CLARK) ss.

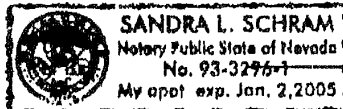
This instrument was acknowledged before me on July 11, 2002, by
Kevin T. Orrock as EVP and Treasurer of SUMMERLIN
CORPORATION.



[Signature]
Notary Public Sandra L. Schram

STATE OF NEVADA)
COUNTY OF CLARK) ss.

This instrument was acknowledged before me on July 11, 2002, by
Kevin T. Orrock as EVP and Treasurer of THE HOWARD
HUGHES CORPORATION.



[Signature]
Notary Public Sandra L. Schram

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EXHIBIT "A"
TO CORRECTION DEED
LEGAL DESCRIPTION OF THE PROPERTY

[SEE NEXT 5 PAGES ATTACHED]

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LEGAL DESCRIPTION
VILLAGE 1 GOLF COURSE

PARCEL 1

BEING LOT 1 OF BLOCK A OF "SUMMERLIN VILLAGE 1 SOUTH - UNIT NO. 6" ON FILE IN BOOK 54, PAGE 44 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE. CLARK COUNTY, NEVADA, LYING WITHIN SECTIONS 19, 20, 29 AND 30, TOWNSHIP 20 SOUTH, RANGE 60 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 189.09 ACRES

TOGETHER WITH THAT PORTION OF LOT 21 OF BLOCK A OF "TOURNAMENT HILLS - UNIT 2" ON FILE IN BOOK 52, PAGE 37 OF PLATS AS SHOWN BY BOUNDARY LINE ADJUSTMENT SURVEY IN FILE 63, PAGE 34 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 21;

THENCE ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED LOT 1 (BOOK 54, PAGE 44 OF PLATS), SOUTH 78°35'16" WEST, 24.46 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHERLY LINE OF LOT 1, SOUTH 04°41'08 WEST, 16.00 FEET;

THENCE SOUTH 30°31'46" WEST, 48.00 FEET;

THENCE SOUTH 54°23'23" WEST, 56.86 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THE AFOREMENTIONED LOT 1 (BOOK 54, PAGE 44 OF PLATS);

THENCE ALONG THE EASTERLY AND SOUTHERLY LINE OF THE AFOREMENTIONED LOT 1 (BOOK 54, PAGE 44 OF PLATS) THE FOLLOWING TWO (2) COURSES:

1) NORTH 30°31'46" EAST, 100.00 FEET;

2) THENCE NORTH 78°35'16" EAST, 21.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,867 SQUARE FEET.

ALSO TOGETHER WITH THAT PORTION OF LOT 12 OF BLOCK A AS SHOWN BY MAP THEREOF ON FILE IN BOOK 54, PAGE 51 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA AS SHOWN BY AMENDED BOUNDARY LINE ADJUSTMENT SURVEY IN FILE 65, PAGE 40 OF

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SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 13 OF SAID BLOCK A;

THENCE ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED LOT 1 (BOOK 54, PAGE 44 OF PLATS) THE FOLLOWING TWO (2) COURSES:

1) NORTH 48°57'38" EAST, 145.00 FEET;

2) THENCE NORTH 88°06'06" EAST, 35.32 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE OF LOT 1, SOUTH 48°27'38" WEST, 135.46 FEET;

THENCE SOUTH 60°04'53" WEST, 39.77 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF LOT 13 OF SAID BLOCK A (BOOK 50, PAGE 34 OF PLATS);

THENCE ALONG SAID EASTERLY LINE OF LOT 13, NORTH 32°51'32" WEST, 14.69 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,451 SQUARE FEET.

ALSO TOGETHER WITH THAT PORTION OF LOT 1 OF BLOCK D AS SHOWN BY MAP THEREOF ON FILE IN BOOK 65, PAGE 98 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, AS SHOWN BY AMENDED BOUNDARY LINE ADJUSTMENT SURVEY IN FILE 114, PAGE 20 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1;

THENCE SOUTH 17°21'47" EAST, 60.27 FEET;

THENCE SOUTH 00°43'09" WEST, 102.46 FEET; THENCE SOUTH 30°25'29" WEST, 32.98 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THE AFOREMENTIONED LOT 1 (BOOK 54, PAGE 44 OF PLATS);

THENCE ALONG SAID EASTERLY LINE OF LOT 1 (BOOK 54, PAGE 44 OF PLATS, NORTH 00°00'00" EAST, 188.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 2,532 SQUARE FEET.

TOTAL ADDITIONAL AREA = 7,850 SQUARE FEET (0.18 AC)

EXCEPTING THEREFROM THAT PORTION OF LOT 1 OF BLOCK A OF "SUMMERLIN VILLAGE 1 SOUTH - UNIT NO. 6" ON FILE IN BOOK 54, PAGE 44 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA AS SHOWN BY AMENDED BOUNDARY LINE ADJUSTMENT SURVEY IN FILE 79, PAGE 90 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT 8 OF BLOCK A OF "AMENDED PLAT OF A PORTION OF COUNTRY CLUB HILLS 2 IN THE HILLS AT SUMMERLIN - UNIT 1" ON FILE IN BOOK 66, PAGE 10 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA;

THENCE NORTH 56°22'38" EAST, 70.83 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT 8;

THENCE ALONG SAID NORTHERLY LINE OF LOT 8 THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 49°39'17" WEST, 47.52 FEET;
- 2) THENCE SOUTH 69°37'06" WEST, 24.28 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 197 SQUARE FEET.

FURTHER EXCEPTING THEREFROM THAT PORTION OF LOT 1 OF BLOCK A OF "SUMMERLIN VILLAGE 1 SOUTH - UNIT NO. 6" ON FILE IN BOOK 54, PAGE 44 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA AS SHOWN BY AMENDED BOUNDARY LINE ADJUSTMENT SURVEY IN FILE 88, PAGE 81 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 33 OF "AMENDED PLAT OF TOURNAMENT HILLS - UNIT 1" ON FILE IN BOOK 54, PAGE 51 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 33 THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 64°50'00" EAST 112.00 FEET;
- 2) THENCE CURVING TO THE LEFT ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 54°54'26", AN ARC LENGTH OF 169.93 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 29°44'26" EAST;

THENCE DEPARTING SAID SOUTHERLY LINE OF LOT 33, SOUTH 54°18'10" WEST, 68.00 FEET;

THENCE FROM A TANGENT BEARING SOUTH 71°02'01" WEST, CURVING TO THE RIGHT ALONG THE ARC OF A 109.54 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 64°30'20", AN ARC LENGTH OF 123.33 FEET;

THENCE NORTH 44°27'39" WEST, 119.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 4,655 SQUARE FEET.

FURTHER EXCEPTING THEREFROM THAT PORTION OF LOT 1 OF BLOCK A OF "SUMMERLIN VILLAGE 1 SOUTH - UNIT NO. 6" ON FILE IN BOOK 54, PAGE 44 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA AS SHOWN BY AMENDED BOUNDARY LINE ADJUSTMENT SURVEY IN FILE 102, PAGE 90 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF LOT 32 OF BLOCK A OF "COUNTRY CLUB HILLS 2 IN THE HILLS AT SUMMERLIN - UNIT 2" ON FILE IN BOOK 64, PAGE 77 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 32 THE FOLLOWING TWO (2) COURSES:

1) NORTH 23°12'37" EAST, 33.81 FEET;

2) THENCE NORTH 62°26'55" EAST, 39.26 FEET TO THE EASTERLY CORNER OF SAID LOT 32;

THENCE DEPARTING THE SOUTHEASTERLY LINE OF SAID LOT 32, SOUTH 44°21'11" WEST, 68.85 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 420 SQUARE FEET.

TOTAL EXCEPTION AREA = 5,272 SQUARE FEET (0.12 ACRES)

TOTAL AREA OF PARCEL 1 = 189.15 ACRES.

PARCEL II

BEING LOT 3 OF BLOCK A OF "SUMMERLIN VILLAGE 1 SOUTH - UNIT NO. 6" ON FILE IN BOOK 54, PAGE 44 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN THE WEST HALF (W 1/2) OF SECTION 29 AND THE EAST HALF (E 1/2) OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 60 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 39.18 ACRES

PARCEL III

BEING COMMON LOT "E" OF BLOCK B OF "SUMMERLIN VILLAGE 2 - UNIT NO. 2" ON FILE IN BOOK 50, PAGE 53 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 60 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 16,905 SQUARE FEET (0.39 ACRES).

PARCEL IV

BEING COMMON LOT "F" OF BLOCK B OF "SUMMERLIN VILLAGE 2 - UNIT NO. 2" ON FILE IN BOOK 50, PAGE 53 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 60 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

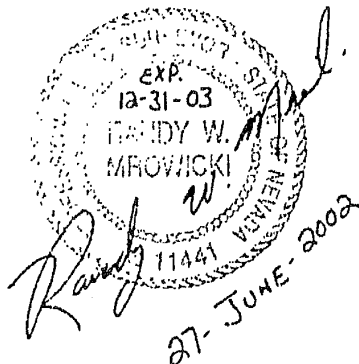
CONTAINING 3.34 ACRES.

PARCEL V

BEING LOT 20 OF BLOCK B OF "TOURNAMENT HILLS - UNIT 3" ON FILE IN BOOK 55, PAGE 25 OF PLATS IN THE CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 79,008 SQUARE FEET (1.81 ACRES).

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION FOR THE AFOREDESCRIBED PARCEL 1. CORRECTIONS ARE INDICATED BY UNDERLINED ITALAC TYPESET.



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EXHIBIT "B"
TO CORRECTION DEED
PERMITTED ENCUMBRANCES

[SEE NEXT 9 PAGES ATTACHED]

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Order No.: 01-10-2662-JKH

Policy No.: -PROFORMA-

SCHEDULE B

PART I

This policy does not insure against loss of damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1) SUBSEQUENT YEAR TAXES: Taxes for the fiscal year 2002-2003 and subsequent years, a lien not yet due or payable.
Taxes for the fiscal year 2001-2002, are paid in full.

Affects: PARCEL I

- 2) SUBSEQUENT YEAR TAXES: Taxes for the fiscal year 2002-2003 and subsequent years, a lien not yet due or payable.
Taxes for the fiscal year 2001-2002, are paid in full.

Affects: PARCEL II

- 3) SUBSEQUENT YEAR TAXES: Taxes for the fiscal year 2002-2003 and subsequent years, a lien not yet due or payable.
Taxes for the fiscal year 2001-2002, are paid in full.

Affects: PARCEL III

- 4) SUBSEQUENT YEAR TAXES: Taxes for the fiscal year 2002-2003 and subsequent years, a lien not yet due or payable.
Taxes for the fiscal year 2001-2002, are paid in full.
Affects: PARCEL IV

- 5) SUBSEQUENT YEAR TAXES: Taxes for the fiscal year 2002-2003 and subsequent years, a lien not yet due or payable.
Taxes for the fiscal year 2001-2002, are paid in full.

Affects: PARCEL V

- 6) Any supplemental taxes which may become a lien on the subject property by reason of increased valuations due to land use or improvement, NRS 361.260, or otherwise.

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- 7) SPECIAL IMPROVEMENT: The fact that the herein property lies within the City of Las Vegas' Special Improvement District No. 404, as evidenced by: DEVELOPMENT AND FINANCING AGREEMENT recorded November 16, 1989 in Book 891116 as Document No. 01046; CERTIFIED LIST OF TRACTS TO BE ASSESSED AND AMOUNT OF MAXIMUM BENEFITS TO EACH TRACT recorded December 6, 1989 in Book 891206 as Document No. 00827; FINAL ASSESSMENT ROLL recorded December 6, 1989 in Book 891206 as Document No. 00828; FIRST AMENDMENT TO DEVELOPMENT AND FINANCING AGREEMENT recorded January 11, 1990 in Book 900111 as Document No. 01353; AMENDED CERTIFIED LIST OF TRACTS TO BE ASSESSED AND AMOUNT OF MAXIMUM BENEFITS TO EACH TRACT recorded January 11, 1990 in Book 900111 as Document No. 01354; AMENDED FINAL ASSESSMENT ROLL recorded January 11, 1990 in Book 900111 as Document No. 01355; APPLICATION AND APPORTIONMENT recorded October 10, 1990 in Book 901010 as Document No. 00807; SECOND AMENDED ASSESSMENT ROLL recorded October 10, 1990 in Book 901010 as Document No. 00808; THIRD ASSESSMENT APPORTIONMENT REPORT recorded July 19, 1991 in Book 910719 as Document No. 00898; SEVENTH ASSESSMENT APPORTIONMENT REPORT recorded September 9, 1992 in Book 920909 as Document No. 01216 and AMENDED SEVENTH ASSESSMENT APPORTIONMENT REPORT recorded June 1, 1993 in Book 930601 as Document No. 00513; and NINTH ASSESSMENT APPORTIONMENT REPORT recorded June 1, 1993 in Book 930601 as Document No. 00524, all in the Official Records of Clark County, Nevada.

Reference is made to the record for full and further particulars. Please refer to said document for the amount due and owing.

- 8) Reservations and Easements in the patent from the United States of America, recorded September 15, 1955, in Book 67 as Document No. 56940 of Official Records.

A Restated Patent was recorded March 27, 1956 in Book 88 as Document No. 73769 of Official Records.

- 9) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded April 12, 1990, in Book 900412 as Document No. 00504 of Official Records.

Affects: PARCEL II

- 10) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded June 21, 1990, in Book 900621 as Document No. 00533 of Official Records.

Affects: PARCEL I

- 11) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of CITY OF LAS VEGAS, for sewer purposes, recorded August 3, 1990, in Book 900803 as Document No. 00562 of Official Records.

Affects: PARCEL II

- 12) Covenants, Conditions and Restrictions: (But deleting restrictions, if any, indicating any preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin) as contained in the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SUMMERLIN NORTH COMMUNITY ASSOCIATION, recorded August 15, 1997 in Book 970815 as Document No. 00692 of Official Records.

Said instrument provides that a violation thereof shall not defeat nor render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value.

The right to levy certain charges or assessments against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions, and is conferred upon SUMMERLIN NORTH COMMUNITY ASSOCIATION, including any unpaid delinquent assessment as provided therein.

Said Declaration provides for the annexation of the herein described property.

The provisions of the above stated Covenants, Conditions and Restrictions were purportedly annexed to include the herein described land by an instrument recorded February 8, 1993 in Book 930208 as Document No. 00046 of Official Records.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded September 28, 1994 in Book 940928 as Document No. 00249, of Official Records.

Terms, conditions and provisions in an instrument entitled "Summerlin North Community Association Delegate District Designation" recorded October 16, 1998 in Book 981016 as Document No. 01503.

Affects: PARCEL V AND A PORTION OF PARCEL I

- 13) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded November 2, 1990, in Book 901102 as Document No. 00669 of Official Records.

Affects: PARCEL I

- 14) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded November 2, 1990, in Book 901102 as Document No. 00678 of Official Records.

Affects: PARCEL I

- 15) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded April 25, 1991, in Book 910425 as Document No. 00948 of Official Records.

Affects: PARCEL I

- 16) Dedications and Easements as shown on the recorded Map referred to herein, on file in Book 50 of Plats, Page 53, of Official Records.

The above Plat has been amended by CERTIFICATE OF AMENDMENT recorded on February 26, 1992 in Book 920226 as Document No. 00800 of Official Records.

Affects: PARCELS III AND IV

- 17) Covenants, Conditions and Restrictions and Easements: (But deleting restrictions, if any, indicating any preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin) as contained in the Supplemental Declaration of Covenants, Restrictions and Reservation of Easements for The Tournament Hills Community Association recorded August 21, 1991 in Book 910821 as Document No. 00120 of Official Records.

Said instrument provides that a violation thereof shall not defeat nor render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value.

The right to levy certain charges or assessments against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions, and is conferred upon ✓ TOURNAMENT HILLS COMMUNITY ASSOCIATION, including any unpaid delinquent assessment as provided therein.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument entitled "First Amendment to Supplemental Declaration of Covenants, ✓ Conditions, Restrictions and Reservation of Easements for The Tournament Hills Community Association" recorded June 19, 1992 in Book 920619 as Document No. 00338, of Official Records.

✓ The provisions of the above stated Covenants, Conditions and Restrictions were purportedly annexed to include the herein described land by an instrument recorded February 8, 1993 in Book 930208 as Document No. 00647 of Official Records.

Affects: PARCEL V AND A PORTION OF PARCEL I

- 18) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded September 3, 1991, in Book 910903 as Document No. 00594 of Official Records.

Affects: PARCEL IV

- 19) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded September 4, 1991, in Book 910904 as Document No. 00779 of Official Records.

Affects: PARCELS III AND IV

- 20) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded October 3, 1991, in Book 911003 as Document No. 00891 of Official Records.

Affects: PARCEL I

- 21) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded March 5, 1992, in Book 920305 as Document No. 00767 of Official Records.

Affects: PARCEL I

- 22) Dedications and Easements as shown on the Map recorded March 20, 1992 referred to herein, on file in Book 52 of Plats, Page 37, of Official Records.

The above Plat has been amended by CERTIFICATE OF AMENDMENT recorded on February 5, 1993 in Book 930205 as Document No. 00643 of Official Records.

Affects: A PORTION OF PARCEL I

- 23) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of CITY OF LAS VEGAS, for sewer purposes, recorded April 2, 1992, in Book 920402 as Document No. 00720 of Official Records.

Affects: PARCEL I

- 24) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded April 21, 1992, in Book 920421 as Document No. 01149 of Official Records.

Affects: PARCEL II

- 25) The effect of the following BOUNDARY LINE ADJUSTMENT performed by ALLEN L. HAGEN, filed in File 63 of Surveys at Page 34, recorded June 30, 1992, in Book 920630, as Document No. 02373 of Official Records.

Affects: PARCEL I

- 26) The effect of the following BOUNDARY LINE ADJUSTMENT performed by ALLEN L. HAGEN, filed in File 63 of Surveys at Page 46, recorded July 9, 1992, in Book 920709, as Document No. 00516 of Official Records.

Affects: PARCEL I

- 27) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded August 7, 1992, in Book 920807 as Document No. 00606 of Official Records.

Affects: PARCEL I

- 28) Dedications and Easements as shown on the Map recorded October 28, 1992 referred to herein, on file in Book 54 of Plats, Page 44, of Official Records.

Affects: PARCELS I AND II

- 29) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of CITY OF LAS VEGAS, for sewer purposes, recorded October 29, 1992, in Book 921029 as Document No. 01373 of Official Records.

Affects: PARCEL II

- 30) Dedications and Easements as shown on the Map recorded January 13, 1993 referred to herein, on file in Book 55 of Plats, Page 25, of Official Records.

Affects: PARCEL V

- 31) The effect of the following BOUNDARY LINE ADJUSTMENT performed by ALLEN L. HAGEN, filed in File 65 of Surveys at Page 40, recorded January 19, 1993, in Book 930119, as Document No. 01174 of Official Records.

Affects: PARCEL I

- 32) Non-exclusive easements for utilities and boundary walls together with rights incidental thereto, as reserved in the Deed, recorded May 3, 1993, in Book 930503 as Document No. 00885, of Official Records.

Affects: PARCEL III

- 33) The effect of the following BOUNDARY LINE ADJUSTMENT performed by ALLEN L. HAGEN, filed in File 79 of Surveys at Page 90, recorded December 7, 1995, in Book 951207, as Document No. 01096 of Official Records.

Affects: PARCEL I

- 34) The effect of the following BOUNDARY LINE ADJUSTMENT performed by DANNY L. RIDER, JR., filed in File 88 of Surveys at Page 81, recorded May 5, 1997, in Book 970505, as Document No. 00688 of Official Records.

Affects: PARCEL I

- 35) Order of Vacation: Any easements not vacated by that certain Order of Vacation recorded February 20, 1998 in Book 980220 as Document No. 01557 of Official Records.

Affects: PARCEL II

- 36) Order of Vacation: Any easements not vacated by that certain Order of Vacation recorded February 20, 1998 in Book 980220 as Document No. 01558 of Official Records.

Affects: PARCEL I

- 37) A claim of Mechanic's Lien by A-G SOD FARMS INC: INTENTIONALLY OMITTED

Affects: PARCELS I AND II

- 38) The effect of the following BOUNDARY LINE ADJUSTMENT performed by PAUL BURN., filed in File 102 of Surveys at Page 90, recorded June 2, 1999, in Book 990602, as Document No. 00823 of Official Records.

Affects: PARCEL I

- 39) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded April 12, 2000, in Book 20000412 as Document No. 00819 of Official Records.

Affects: PARCEL I

20020715
.00066

- 40) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded April 12, 2000, in Book 20000412 as Document No. 00820 of Official Records.

Affects: PARCEL I

- 41) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded June 5, 2000, in Book 20000605 as Document No. 00432 of Official Records.

Affects: PARCEL I

- 42) Non-exclusive easements for utilities and boundary walls together with rights incidental thereto, as reserved in the Deed, recorded September 19, 2000, in Book 20000919 as Document No. 01481, of Official Records.

Affects: PARCEL III

- 43) The effect of the following BOUNDARY LINE ADJUSTMENT performed by RANDY W. MROWICKI, filed in File 114 of Surveys at Page 20, recorded January 26, 2001, in Book 20010126 as Document No. 01225 of Official Records.

Affects: PARCEL I

- 44) Water rights, claims or title to water, whether or not shown by the public records.

- 45) The following matters as disclosed by ALTA/ACSM Land Title Survey, Job No. 62001.TPC, prepared by Randy Mrowicki, undated and unsigned:

- (a) an underpass is located under Rampart Boulevard; and
- (b) an equipment building encroaches onto easement in favor of Las Vegas Valley Water District located in Parcel I.

NOTE: This is a pro-forma policy, furnished to and at the request of the insured named herein. It is understood and agreed by the proposed insured that this pro-forma does not reflect the present condition of title, but rather indicated the policy, together with the schedules and any endorsements to be made a part thereof, which the Company would expect to issue when all necessary documentation has been furnished and all acts performed, all to the satisfaction of the Company, in order that such policy may issue.

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

NEVADA TITLE COMPANY
07-15-2002 08:01 MSH
OFFICIAL RECORDS
BOOK: 20020715 INST: 00066
FEE: 31.00 APTT: EX#003

18

| | |
|---|-----------|
| CLARK COUNTY, NEVADA | |
| JUDITH A. VANDEVER, RECORDER | |
| RECORDED AT REQUEST OF: | |
| NEVADA TITLE COMPANY | |
| 07-15-2002 08:01 MSH | JSD 18 |
| BOOK: 20020715 INST: 00066 | 00347 |
| FEE: 31.00 APTT: EX#003 | 77,100.00 |
| COMPARED COPY NOT SEEN COMPARE TO THE ORIGINAL 003789 | |

1700 VILLAGE CENTER

Property Information

Parcel: 13820413017
Owner Name(s): TOURNAMENT PLAYERS CLUB
Site Address: 1700 VILLAGE CENTER CIR
Jurisdiction: Las Vegas - 89134
Sale Date: 12/2012
Sale Price: \$250,000
Estimated Lot Size: 188.95
Construction Year: 1992
Recorded Doc Number: [20020715 00000066](#)
Aerial Flight Date: 03/19/2016

Print

Zoning and Planned Landuse

Zoning Classification: [Planned Community District \(P-C\)](#)
Community District:

Legal Description

Subdivision Name: TOURNAMENT HILLS-UNIT 2
Book Page: 52 37
Lot Block: Lot:21 Block:A
T-R-S: 20-60-20
Tax District: 200
Census Tract:

Ownership

List Owners

| Parcel | Owners | Re |
|----------------|-------------------------|----|
| 138-20-413-017 | TOURNAMENT PLAYERS CLUB | 20 |

Flood Zone

Elected Officials

Links

n.clark.nv.us/ow/?@740593.26770545.5



003790

8026

Property Account Inquiry - Summary Screen

New Search

Recorder

Treasurer

Assessor

Clark County Home

Parcel ID 138-20-413-017 Tax Year 2018 District 200 Rate 3.2782

Situs Address: 1700 VILLAGE CENTER CIR LAS VEGAS

Legal Description: ASSESSOR DESCRIPTION: TOURNAMENT HILLS-UNIT 2 PLAT BOOK 52 PAGE 37 PT LOT 21 BLOCK A PB 54-44 PTL1BA PB 54-51 PTL12BAPLAT BOOK 65-98 PT LOT 1 BLK D GEOD: PT S2 SW4 SEC 20 20 60

| Status: | Property Characteristics | Property Values | Property Documents |
|---------|--|------------------------------------|-------------------------|
| Active | Tax Cap Increase Pct. 2.6 | Land 228649 | 2002071500066 7/15/2002 |
| Taxable | Tax Cap Limit Amount 44820.83 | Improvements 3464097 | |
| | Tax Cap Reduction 76234.77 | Total Assessed Value 3692746 | |
| | Land Use 3-48 Golf Course. Private | Net Assessed Value 3692746 | |
| | Cap Type OTHER | Exemption Value New Construction 0 | |
| | Acreage 188.9500 | New Construction - Supp Value 0 | |
| | Agriculture DEFERRED GOLF OR AGRICULTURE | | |
| | Exemption Amount 0.00 | | |

| Role | Name | Address | Since | To |
|-------|-------------------------|--|----------|---------|
| Owner | TOURNAMENT PLAYERS CLUB | 1700 VILLAGE CENTER CIR , LAS VEGAS, NV 89134-6302 UNITED STATES | 7/3/2009 | Current |

Summary

| Item | Amount |
|--------------------|--------------|
| Taxes as Assessed | \$121,055.60 |
| Less Cap Reduction | \$76,234.77 |
| Net Taxes | \$44,820.83 |

PAST AND CURRENT CHARGES DUE TODAY

| Tax Year | Charge Category | Amount Due Today |
|---|-----------------|------------------|
| THERE IS NO PAST OR CURRENT AMOUNT DUE as of 1/8/2018 | | \$0.00 |

NEXT INSTALLMENT AMOUNTS

| Tax Year | Charge Category | Installment Amount Due |
|---|------------------------|------------------------|
| 2018 | Property Tax Principal | \$11,205.21 |
| NEXT INSTALLMENT DUE AMOUNT due on 3/5/2018 | | \$11,205.21 |

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

| Tax Year | Charge Category | Remaining Balance Due |
|---|--------------------------|-----------------------|
| 2018 | Property Tax Principal | \$11,205.21 |
| 2018 | Las Vegas Artesian Basin | \$0.00 |
| TAX YEAR TOTAL AMOUNTS DUE as of 1/8/2018 | | \$11,205.21 |

PAYMENT HISTORY

| | |
|--------------------------------|-------------|
| Last Payment Amount | \$11,205.21 |
| Last Payment Date | 12/29/2017 |
| Fiscal Tax Year Payments | \$33,617.42 |
| Prior Calendar Year Payments | \$55,896.79 |
| Current Calendar Year Payments | \$0.00 |

003791

8027

150 RAMPART

Property Information

Parcel: 13829801002

Owner Name(s): CITY OF LAS VEGAS

Site Address: 150 S RAMPART BLVD

Jurisdiction: Las Vegas - 89145

Sale Date: Not Available

Sale Price: Not Available

Estimated Lot Size: 139.71

Construction Year: 1988

Recorded Doc Number: [19960531 00001354](#)

Aerial Flight Date: 03/19/2016

 Print

Zoning and Planned Landuse

Zoning Classification: [Civic District \(C-V\)](#)

Community District:

Legal Description

Subdivision Name:

Book Page:

Lot Block: Lot: Block:

T-R-S: 20-60-29

Tax District: 200

Census Tract:

Ownership

[filter owners...](#)

| Parcel | Owners | Recorded Doc |
|----------------|-------------------|------------------------------|
| 138-29-801-002 | CITY OF LAS VEGAS | 19960531:01: |
| 138-29-801-002 | CITY OF LAS VEGAS | 19960531:01: |
| 138-29-801-002 | CITY OF LAS VEGAS | 19960531:01: |
| 138-29-801-002 | CITY OF LAS VEGAS | 19960531:01: |
| 138-29-801-002 | CITY OF LAS VEGAS | 19960531:01: |
| 138-29-501-002 | CITY OF LAS VEGAS | 19960531:01: |



003792

8028

Property Account Inquiry - Summary Screen

New Search

Recorder

Treasurer

Assessor

Clark County Home

Parcel ID 138-29-801-002 Tax Year 2018 District 200 Rate 3.2782

Situs Address: 150 S RAMPART BLVD LAS VEGAS

Legal Description: ASSESSOR DESCRIPTION: PT S2 SE4 SEC 29 20 60 & PT N2 NE4 SEC 32 20 60 GEOID: MOR S2 SE4 SEC 29 20 60

| Status: | Property Characteristics | | Property Values | | Property Documents | |
|---------|--------------------------|------------------------------|----------------------------------|---------|--------------------|-----------|
| Active | Tax Cap | 2.6 | Land | 142021 | 96053101354 | 5/31/1996 |
| Taxable | Increase Pct. | | Improvements | 2474236 | | |
| | Tax Cap Limit Amount | 87863.10 | Total Assessed Value | 2616257 | | |
| | Tax Cap Reduction | 0.00 | Net Assessed Value | 2616257 | | |
| | Land Use | 3-46 Golf Course. Public | Exemption Value New Construction | 0 | | |
| | Exemption Percentage | 100 | New Construction - Supp Value | 0 | | |
| | Cap Type | OTHER | Tax % Exemption Value | 2616257 | | |
| | Acreage | 139.7100 | | | | |
| | Agriculture | DEFERRED GOLF OR AGRICULTURE | | | | |
| | Exemption Amount | 85766.14 | | | | |
| | Exemption Type | H : Municipal Exempt | | | | |

| Role | Name | Address | Since | To |
|-------|-------------------|---|-----------|---------|
| Owner | CITY OF LAS VEGAS | %REAL ESTATE DIVISION 333 N RANCHO DR 8TH FL , LAS VEGAS, NV 89106-3703 UNITED STATES | 1/11/2013 | Current |

Summary

| Item | Amount |
|-------------------|-------------|
| Taxes as Assessed | \$85,766.14 |
| ss Cap Reduction | \$0.00 |
| Net Taxes | \$85,766.14 |

PAST AND CURRENT CHARGES DUE TODAY

| Tax Year | Charge Category | Amount Due Today |
|---|-----------------|------------------|
| THERE IS NO PAST OR CURRENT AMOUNT DUE as of 1/8/2018 | | \$0.00 |

NEXT INSTALLMENT AMOUNTS

| Tax Year | Charge Category | Installment Amount Due |
|--|-----------------|------------------------|
| THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 1/8/2018 | | |

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

| Tax Year | Charge Category | Remaining Balance Due |
|---|-----------------|-----------------------|
| THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 1/8/2018 | | |

PAYMENT HISTORY

| | |
|------------------------------|----------|
| Last Payment Amount | \$47.88 |
| Last Payment Date | 8/6/2015 |
| Fiscal Tax Year Payments | \$0.00 |
| Prior Calendar Year Payments | \$0.00 |

003793

8029

| GENERAL INFORMATION | |
|--|---|
| PARCEL NO. | 138-31-702-004 |
| OWNER AND MAILING ADDRESS | 180 LAND CO L L C %V DEHART 1215 S FORT APACHE RD #120 LAS VEGAS NV 89117 |
| LOCATION ADDRESS CITY/UNINCORPORATED TOWN | LAS VEGAS |
| ASSESSOR DESCRIPTION | PARCEL MAP FILE 121 PAGE 100 LOT 4 |
| RECORDED DOCUMENT NO. | * 20151116:00238 |
| RECORDED DATE | Nov 16 2015 |
| VESTING | NS |

*Note: Only documents from September 15, 1999 through present are available for viewing.

| ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT | |
|--|---------|
| TAX DISTRICT | 200 |
| APPRAISAL YEAR | 2017 |
| FISCAL YEAR | 2018-19 |
| SUPPLEMENTAL IMPROVEMENT VALUE | 0 |
| INCREMENTAL LAND | 0 |
| INCREMENTAL IMPROVEMENTS | 0 |

| REAL PROPERTY ASSESSED VALUE | | |
|--------------------------------|----------|----------|
| FISCAL YEAR | 2017-18 | 2018-19 |
| LAND | 4223310 | 4223310 |
| IMPROVEMENTS | 0 | 0 |
| PERSONAL PROPERTY | 0 | 0 |
| EXEMPT | 0 | 0 |
| GROSS ASSESSED (SUBTOTAL) | 4223310 | 4223310 |
| TAXABLE LAND+IMP (SUBTOTAL) | 12066600 | 12066600 |
| COMMON ELEMENT ALLOCATION ASSD | 0 | 0 |
| TOTAL ASSESSED VALUE | 4223310 | 4223310 |
| TOTAL TAXABLE VALUE | 12066600 | 12066600 |

| ESTIMATED LOT SIZE AND APPRAISAL INFORMATION | |
|--|---|
| ESTIMATED SIZE | 33.80 Acres |
| ORIGINAL CONST. YEAR | 0 |
| LAST SALE PRICE MONTH/YEAR SALE TYPE | 0 |
| LAND USE | 12.000 - Vacant - Single Family Residential |
| DWELLING UNITS | 0 |

| PRIMARY RESIDENTIAL STRUCTURE | | | | |
|-------------------------------|---|-----------------|---|-----------|
| 1ST FLOOR SQ. FT. | 0 | CASITA SQ. FT. | 0 | ADDN/CONV |
| 2ND FLOOR SQ. FT. | 0 | CARPORT SQ. FT. | 0 | POOL |
| | | | | NO |

003794

Property Account Inquiry - Summary Screen

New Search

Recorder

Treasurer

Assessor

Clark County Home

| | | | | | | | |
|-----------|----------------|----------|------|----------|-----|------|--------|
| Parcel ID | 138-31-702-004 | Tax Year | 2018 | District | 200 | Rate | 3.2782 |
|-----------|----------------|----------|------|----------|-----|------|--------|

Situs Address: UNASSIGNED SITUS LAS VEGAS

Legal Description: ASSESSOR DESCRIPTION:PARCEL MAP FILE 121 PAGE 100 LOT 4

| Status: | Property Characteristics | | Property Values | | Property Documents | |
|---------|--------------------------|--------------------------------|----------------------------------|---------|--------------------|------------|
| Active | Tax Cap Increase Pct. | 2.6 | Land | 4223310 | 2015111600238 | 11/16/2015 |
| Taxable | Tax Cap Limit Amount | 0.00 | Total Assessed Value | 4223310 | | |
| | Tax Cap Reduction | 0.00 | Net Assessed Value | 4223310 | | |
| | Land Use | 0-00 Vacant - Single Family Re | Exemption Value New Construction | 0 | | |
| | Cap Type | OTHER | New Construction - Supp Value | 0 | | |
| | Acreage | 33.8000 | | | | |
| | Exemption Amount | 0.00 | | | | |

| Role | Name | Address | Since | To |
|-------|-------------------|--|----------|---------|
| Owner | 180 LAND CO L L C | %V DEHART 1215 S FORT APACHE RD #120 , LAS VEGAS, NV 89117 UNITED STATES | 2/7/2017 | Current |

Summary

| Item | Amount |
|--------------------|--------------|
| Taxes as Assessed | \$138,448.55 |
| Less Cap Reduction | \$0.00 |
| Net Taxes | \$138,448.55 |

PAST AND CURRENT CHARGES DUE TODAY

| Tax Year | Charge Category | Amount Due Today |
|--|------------------------|--------------------|
| 2018 | Property Tax Principal | \$34,612.14 |
| RENT AMOUNTS DUE as of 1/8/2018 | | \$34,612.14 |

NEXT INSTALLMENT AMOUNTS

| Tax Year | Charge Category | Installment Amount Due |
|--|------------------------|------------------------|
| 2018 | Property Tax Principal | \$34,612.14 |
| NEXT INSTALLMENT DUE AMOUNT due on 3/5/2018 | | \$34,612.14 |

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

| Tax Year | Charge Category | Remaining Balance Due |
|--|--------------------------|-----------------------|
| 2018 | Property Tax Principal | \$69,224.28 |
| 2018 | Las Vegas Artesian Basin | \$0.00 |
| 2018 | Property Tax Penalty | \$0.00 |
| TAX YEAR TOTAL AMOUNTS DUE as of 1/8/2018 | | \$69,224.28 |

PAYMENT HISTORY

| | |
|--------------------------------|-------------|
| Last Payment Amount | \$70,610.63 |
| Last Payment Date | 10/16/2017 |
| Fiscal Tax Year Payments | \$70,610.63 |
| Prior Calendar Year Payments | \$70,610.63 |
| Current Calendar Year Payments | \$0.00 |

003795

8031

1780 FORT APACHE

Property Information

Parcel: 16305711088
Owner Name(s): CANYON GATE LAS VEGAS INC
Site Address: 1780 S FORT APACHE RD
Jurisdiction: Las Vegas - 89117
Sale Date: Not Available
Sale Price: Not Available
Estimated Lot Size: 99.8
Construction Year: 1990
Recorded Doc Number: 19920708 00000905
Aerial Flight Date: 03/19/2016

Zoning and Planned Landuse

Zoning Classification: Residential Planned Development
District (R-PD4)
Community District:

Legal Description

Subdivision Name: FOOTHILLS COUNTRY CLUB UNIT #2
AMD
Book Page: 42 4
Lot Block: Lot:A Block:
T-R-S: 21-60-5
Tax District: 200
Census Tract:

Ownership

| Parcel | Owners | Re |
|----------------|---------------------------|----|
| 163-05-711-088 | CANYON GATE LAS VEGAS INC | 19 |
| 163-05-711-088 | CANYON GATE LAS VEGAS INC | 19 |

Flood Zone



003796

8032

Property Account Inquiry - Summary Screen

New Search **Recorder** **Treasurer** **Assessor** **Clark County Home**

Parcel ID 163-05-711-088 Tax Year 2018 District 200 Rate 3.2782

Situs Address: 1780 S FORT APACHE RD LAS VEGAS

Legal Description: ASSESSOR DESCRIPTION: FOOTHILLS COUNTRY CLUB UNIT #2 AMD PLAT BOOK 42 PAGE 4 LOT A & LOTS G,S,& PT LOT 2 BLOCK 13 PB 88-48 LOT B,PM 83-14 LOTS 1,2 GEOID: PT N2 SE4 SEC 05 21 60

| Status: | Property Characteristics | | Property Values | | Property Documents |
|---------|--------------------------|---------------------------|----------------------------------|---------|--------------------|
| Active | Tax Cap Increase Pct. | 2.6 | Land | 125118 | |
| Taxable | Tax Cap Limit Amount | 46684.26 | Improvements | 1877800 | |
| | Tax Cap Reduction | 18975.40 | Total Assessed Value | 2002918 | |
| | Land Use | 3-48 Golf Course, Private | Net Assessed Value | 2002918 | |
| | Cap Type | OTHER | Exemption Value New Construction | 0 | |
| | Acreage | 99.8000 | New Construction - Supp Value | 0 | |
| | Exemption Amount | 0.00 | | | |

| Role | Name | Address | Since | To |
|-------|---------------------------|---|----------|---------|
| Owner | CANYON GATE LAS VEGAS INC | %PPTY TAX DEPT P O BOX 790830 , SAN ANTONIO, TX 78279-0830 UNITED STATES | 5/8/2010 | Current |

Summary

| Item | Amount |
|--------------------|-------------|
| Taxes as Assessed | \$65,659.66 |
| Less Cap Reduction | \$18,975.40 |
| Net Taxes | \$46,684.26 |

PAST AND CURRENT CHARGES DUE TODAY

| Tax Year | Charge Category | Amount Due Today |
|---|-----------------|------------------|
| THERE IS NO PAST OR CURRENT AMOUNT DUE as of 1/8/2018 | | \$0.00 |

NEXT INSTALLMENT AMOUNTS

| Tax Year | Charge Category | Installment Amount Due |
|---|------------------------|------------------------|
| 2018 | Property Tax Principal | \$11,671.07 |
| NEXT INSTALLMENT DUE AMOUNT due on 3/5/2018 | | \$11,671.07 |

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

| Tax Year | Charge Category | Remaining Balance Due |
|---|--------------------------|-----------------------|
| 2018 | Property Tax Principal | \$11,671.07 |
| 2018 | Las Vegas Artesian Basin | \$0.00 |
| TAX YEAR TOTAL AMOUNTS DUE as of 1/8/2018 | | \$11,671.07 |

PAYMENT HISTORY

| | |
|--------------------------------|-------------|
| Last Payment Amount | \$11,671.07 |
| Last Payment Date | 1/4/2018 |
| Fiscal Tax Year Payments | \$35,014.99 |
| Prior Calendar Year Payments | \$34,719.23 |
| Current Calendar Year Payments | \$11,671.07 |

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(10)
213

~~RECORDING REQUESTED BY,~~
AND WHEN RECORDED, MAIL TO:

Canyon Gate Country Club
8625 W. Sahara Ave
Las Vegas, Nevada 89117

90 01 075 / R J M

(Space above for Recorder's Use)

NOTICE OF AMMENDMENT OF THE MASTER DECLARATION
OF
COVNENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
CANYON GATE COUNTRY CLUB

WHICH WAS RECORDED JANUARY 19, 1989 IN BOOK 891119, AS DOCUMENT
NUMBER 00141 AND ALSO RECORDED JULY 27, 1989 IN BOOK 890727 AS
DOCUMENT NUMBER 00284, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

02/24/90

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AMENDMENT TO MASTER DECLARATION

Delete Current Section 13.15 of the CC&Rs.

Set forth below is New Article XV. The purpose of Article XV is to: (i) restrict use of the Golf Course Property to Country Club use; (ii) reserve memberships for issuance at the direction of West Sahara as developer of the Residential Community; the Golf Course Property with respect to Country Club operations so as to protect the interest of owners of Lots who become Club Members. The defined terms used below are those which correspond with the defined terms in the CC&Rs. Such defined terms were not necessarily adopted in connection with the Country Club Policy Statement which had adopted a different set of defined terms.

NEW ARTICLE XV

15. GOLF COURSE PROPERTY AND GOLF CLUB MEMBERSHIP

15.1 No Absolute Right to Country Club Membership. EACH OWNER ACKNOWLEDGES THAT THE PURCHASE OF A LOT BY SUCH OWNERS DOES NOT CONFER UPON SUCH OWNER THE RIGHT TO USE THE GOLF COURSE OR ANY OTHER FACILITIES COLLECTIVELY THE "CLUB FACILITIES") ON THE GOLF COURSE PROPERTY. IN ORDER TO USE THE CLUB FACILITIES, EACH OWNER WILL BE REQUIRED TO PAY SUCH FEES AND SATISFY SUCH OTHER CONDITIONS AS MAY BE IN EFFECT FROM TIME TO TIME WITH RESPECT TO THE USE OF THE FACILITIES, WHICH FEES AND CONDITIONS SHALL AT ALL TIMES BE SUBJECT TO THIS DECLARATION.

15.2 Restriction on Use of Golf Course Property. Notwithstanding the foregoing, Declarant covenants and agrees for his own account, and for that of Declarant's successors and assign owning the fee interest in the Golf Course Property (the "Club Owner"), that the Golf Course Property shall be used solely as a private country club with related golf course and recreational facilities, such as a swimming pool, tennis courts, and clubhouse and for no other purpose. Subject to such limitations set forth in this Article 15, the Club Owner shall have the right and power to:

a. To limit the non-exclusive use and enjoyment of the Club Facilities on the Golf Course Property to those who are Club Members ("Club Members") in good standing, and to limit golf playing privileged and tennis playing privileges to not more than one (1) Owners and such Owners's Family per Lot in the case of multiple ownership, or other than individual ownership, whether in

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the form of tenancy-in-common, or firm, partnership or corporate ownership; provided, however, that all golf playing privileges and tennis playing privileges may be subject to the requirements of the payment of additional fees as provided in this Article XV. For the purposes of this Section, the term "Family" shall mean an Owner's spouse and their dependent children who live with them and are either under the age of twenty-one (21) or are full time students under the age of twenty-four (24) and living with the Member and his or her spouse.

b. To limit the number of guests of Club Members.

c. To charge and bill each Club Member reasonable dues in consideration of such Club membership and the maintenance and operation of the Club by the Club Owner.

d. To adopt, promulgate and impose separate rules, regulations and policies ("Policies") regulating the use of the Golf Club by Club Members, as well as their guests, Family, invitees and licensees, and the use of golf, tennis and all other facilities of the Club. No such Policies shall, directly or indirectly, impair the effective use and enjoyment of the Golf Club and the Club Facilities by Residential Regular Members as defined below or shall otherwise be inconsistent with this Article 15.

e. To suspend the right of enjoyment and use of the Golf Club by a Club Member for any period during which such Member's Club membership dues remain unpaid and delinquent and to impose a reasonable penalty for any infraction of the Policies of the Golf Club. No such suspension or monetary penalty shall be imposed except after notice to a Club Member and an opportunity for a hearing.

f. To cancel a Club membership permanently upon the failure of a Club Member to pay the Club membership dues or any other monetary obligation owed to the Club Owner in connection with such Club Member's use of the Club Facilities (including but not limited to transfer fees, monetary penalties and charges for goods, services and the use of facilities).

g. Subject to such limitations set forth in Section 15.3 below, to charge the Golf Club Members fees for golf or tennis playing privileges, together with other fees for the use of particular facilities or services provided in connection with the operation of the Club, in accordance with rules and regulations adopted by the Club Owners from time to time.

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h. To charge the Club Members for services, food and beverages, and personal property purchased at the Golf Club.

i. To admit additional persons, firms or corporations, who are not Owners of Lots as Members of the Golf Club entitled to use the tennis, golf and all other facilities of the Club in accordance with the Club Policies, and upon the payment of such dues or fees as the Club Owner shall deem reasonable.

j. To conduct golf, tennis and other recreational tournaments, whether professional or amateur, or for profit or charity; provided, the conduct thereof does not unreasonably interfere with the Club Member's use and enjoyment of the Club on a regular basis nor unreasonably interferes with Owner's use and enjoyment of the their Lots or any Common Areas.

Notwithstanding anything in this Article 15 to the contrary, the Club Owner, absent an amendment to the Master Declaration as provided in Article 13., Section 13.2 therein, shall not adopt any Policies or implement any rule or regulations which limit or restrict the rights and privileges accorded a classification of membership as set forth below.

15.3 Memberships. The Club Owner shall, from time to time, prescribe reasonable qualifications and requirements for membership, and shall have the power to confer such rights and privileges and impose such obligations as may from time to time be determined by the Club owner in the Club Owner's discretion. Notwithstanding the foregoing, there shall be not more than four (4) classes of memberships in the Golf Club, as follows:

a. House Membership. There shall be not more than Three Hundred (300) House Memberships issued and outstanding. House Memberships shall be issued solely to Owners of Lots. House Membership shall entitle the Member and his or her Family to use the Club's dining and lounge facilities during operating hours on such terms and conditions as established by Club Owner.

House Memberships shall not be deemed appurtenant to any Lot owned by an Owner. At such time as a House Member sells all or any portion of such Member's interest in his or her Lot, the Club Owner shall have the right to terminate such House Member's membership upon written notice to such Member.

b. Social Membership. Social Memberships shall be divided into two (2) subclassifications: General Social Members and Residential Social Members. There shall be not more than Five Hundred (500) Social Memberships outstanding in the aggregate at

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any one time. Social Memberships, regardless of classification, shall entitle the Club Member and his or her Family to use the Golf Club's dining, lounge, tennis and pool facilities during operating hours subject to such terms and conditions as established by Club Owner.

(1) General Social Memberships. General Social Memberships shall be issued solely by the Club Owner in Club Owner's discretion. General Social Membership shall have all the rights and privileges, and shall be subject to all obligations of a Social membership as described above.

(2) Residential Social Memberships. A Residential Social Membership shall be entitled to the same rights and privileges, and shall be subject to the same obligations, as a Social Member except as provided for herein. Residential Social Memberships shall be issued by the Club Owner solely upon the direction of Declarant, or its successor and assigns, even if Declarant or its successors and assigns are not the then current Club Owner, to Owners of Lots as defined herein.

Residential Social Memberships shall not be deemed appurtenant to any Lot owned by a Residential Social Member. At such time as a Residential Social Member sells all or any portion of such Member's interest in his or her Lot, the Club Owner shall have the right to prepay without penalty the entire unpaid balance due under any Member Loan made by any such Club Member, if any as a condition to membership. Upon such prepayment in full (less any amounts due and owing by the Club member to the Golf Club), the Residential Social Membership may be deemed terminated by Club Owner.

c. Regular Membership. Regular Membership shall be divided into four (4) sub-classifications: General Regular Member, Initial Regular Member, Residential Regular Member and Corporate Regular Member. Any Regular Membership, regardless of sub-classification, shall entitle the regular member and his or her Family to use of all Club recreational and dining facilities, including use of the Golf Club's golf course. Nothing herein shall be construed as to confer on a Regular Member the right to use or occupy any portion of the Club reserved by the Club Owner exclusively for administration, operations, or management purposes. Subject to such limitations otherwise provided herein, use of the Club Facilities shall be subject to such terms and conditions and payment of such charges, including cart fees, as are established by Club Owner from time to time. A Regular Member shall not be required to pay court fees or green fees. Except as otherwise provided herein, all Regular Memberships shall terminate upon the

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repayment to the Regular Members of all amounts due and payable to the Regular Member with respect to such Regular Member's Member Loan. There shall not be more than a total of five hundred (500) issued and outstanding Regular Memberships allocated among the sub-classifications as set forth below:

(1) General Regular Members. There shall be not more than Two Hundred and Fifty (250) General Regular Memberships. The Two Hundred and Fifty (250) General Regular Memberships limitation may be increased from time to time by that number of retired Initial Regular Memberships and retired Residential Regular Memberships as described in subsections (2) and (3) below. General Regular Memberships shall be issued solely by the Club Owner in Club Owner's discretion. General Regular Memberships shall have all the rights and privileges, and be subject to all of the obligations, of a Regular Membership as described above. In the event that a General Regular Member purchases a Lot, such General Regular Member shall have no right to a reduction or any other change in the terms and conditions of any Member Loan or any other membership obligation.

(2) Initial Regular Members. There shall be not more than Forty Five (45) Initial Regular Members ever issued. An Initial Regular Member and his or her Family shall be entitled to the same rights and privileges, and shall be subject to the same obligations, of Regular Membership except as provided for herein. An Initial Regular Membership shall not terminate upon the repayment of any Initial Regular Member's member loan ("Member Loan") to the Club Owner made as a condition of Membership and shall continue until terminated as otherwise provided herein or any Policies adopted by the Club Owner. In the event of the termination of an Initial Regular Membership for any reason provided herein or in any Policies adopted by the Club Owner, such Initial Regular Membership shall be deemed to have been retired and thereafter converted to a General Regular Membership as defined above. In the event that an Initial Regular Member desires to have such Member's Member Loan repaid prior to maturity for any reason, upon such prepayment in full, less any amounts due Club Owner, then such Member's membership shall be deemed terminated, retired and thereafter converted to a General Regular Membership as set forth herein.

(3) Residential Regular Members. There shall be not more than Two Hundred Five (205) Residential Regular Members. A Residential Regular Membership shall be entitled to the same rights and privileges, and shall be subject to the same obligations, as a Regular Membership except as provided for herein. Resident Regular Members shall not be required to pay any fees for

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golf or tennis playing privileges. Residential Regular Memberships shall be issued by the Club Owner solely upon the direction of Declarant or its successor and assigns, even if Declarant or its successors and assigns are not the then current Club Owner, to initial Owners of Lots. At such time Declarant sells or otherwise transfers Declarant's interest in the Golf Course Property, Declarant shall have no obligations of any nature whatsoever to Residential Regular Members with respect to their membership, including repayment of obligations under any Member Loans made by Residential Regular Members; provided any such obligations have been assumed by Declarant's transferee. In the event of the termination of a Residential Regular Membership for any reason provided for herein and in any Policies adopted by Club Owner consistent with this Master Declaration, such Residential Regular Membership shall be deemed to have been retired and thereafter converted to a General Regular Membership as defined above. Residential Regular Memberships shall no be deemed appurtenant to any Lot owned by a Residential Regular Membership. At such time as a Residential Regular Member sells all or any portion of such Member's interest in his or her Lot, the Club Owner shall have the right to prepay without penalty the entire unpaid balance due under any Member Loan made by such Club Member as a condition to membership. Upon such prepayment in full (less any amounts due any owing by the Club Member to the Golf Club), the Residential Regular Member's membership may be deemed terminated by Club Owner. Any such membership so terminated shall be retired, then converted to a General Regular Membership as provided above. In the event that a Residential Regular Member's membership is subject to termination as provided for herein, such Residential Regular Member shall have the right to become General Regular Member upon Club Owner's then prevailing terms and conditions of such membership, to the extent any General Regular Membership are then available for issuance. In the event that the required Member Loan for a General regular Member is more than the amount owed to a Residential Regular Member who is converting his or her membership to a General regular Membership, such Member shall loan the difference to Club Owner on the same terms and conditions as required of new General Regular Members; provided, however, under no circumstances shall the remaining term of the Member Loan be extended by reason of such additional loan. A Residential Regular Member shall cooperate in executing any new documents, including a new promissory note evidencing the Club Member's Member Loan and any new amounts loaned.

Any dues or other fees payable by Residential Regular Members may be subject to change along with dues and fees payable by any other classification of Memberships; provided, however, in no event shall dues and fees payable by Residential Regular Members increase annually by more than ten percent (10%).

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(4) Corporate Regular Memberships. Corporate Regular Membership shall be any other Regular Membership issued to a corporation. Corporate Regular Membership shall entitle one (1) Corporate Designee and his or her Family to all of the rights and privileges, and subject such Member to all the obligations of a Residential Regular Member (if issued at the direction of Declarant or its successors and assigns, whether or not Declarant or its successors and assigns are the then current Club Owner,) or all the rights and privileges, and obligations of a General Regular Member (if issued solely by Owner), as the case may be. The number of Corporate Regular Memberships issued at the direction of Declarant and its successors and assigns shall be counted as Residential Regular Memberships for the purpose of determining whether the Two Hundred Fifty (250) Residential Regular Membership limitation has been met. The number of Corporate Regular Memberships issued at the direction of Club Owner shall be counted as General Regular Memberships for the purposes of determining whether the Two Hundred and Fifty (250) General Regular Membership limitation (as adjusted from time to time) has been satisfied.

d. Founder Membership. There shall be not more than twelve (12) Founder Memberships ever issued. Founder Memberships shall be issued solely by Club Owner solely upon the direction of Declarant or its successors and assigns (whether or not Declarant or its successors and assigns are then the current Club Owner). Founder Memberships shall entitle the Founder Member and his or her Family to all of the rights and privileges of Regular Members. Founder Members shall have no obligations to pay any fees or charges now or hereafter adopted by Club Owner, including without limitation, regular or special dues or membership fees or food and beverage minimums, nor shall a Founder Member be required to make a Member Loan as a condition to membership. Notwithstanding anything herein to the contrary, any Founder Membership which is terminated shall be retired and not subject to reissuance.

15.4 Cooperation in Effecting Lot Line Adjustments. The Master Association and each Owner shall cooperate with Developer and Club Owner as reasonably required to effect any non-material lot line adjustments necessary or desirable to accommodate Club Owner's use and operation of the Golf Club for the purposes stated herein. A non-material lot line adjustment shall mean any proposed lot line adjustment which does not materially or detrimentally affect an Owner's use and enjoyment or value of his or her Lot. The Board of Directors of the Master Association, upon the majority vote of such Board, shall be empowered to execute such documents and instruments, including deeds, necessary or desirable to effect any lot line adjustment affecting any of the Common Areas deemed by the Board to be in the best interests of the Lot Owner and Members.

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15.5 Architectural Review. Although the golf course properties are not annexed under this Master Declaration, the golf course shall be subject to Article VIII, Architectural and Landscaping control of this Master Declaration.

CANYON GOLF MASTER ASSOCIATION,
a Nevada Corporation

By: Francis P. Torino
Francis P. Torino, Treasurer

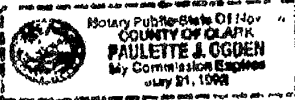
"Master Association"

WEST SAHARA PARTNERSHIP,
A Nevada Limited Partnership,

By: RED ROCK CANYON CORP.
a Nevada Corporation, and
a General Partner of West
Sahara Properties

By: Francis P. Torino
Francis P. Torino, President

"Developer"

| | |
|---|---|
| (Individual) | On <u>3/7/90</u> |
| STATE OF NEVADA, COUNTY OF <u>Clark</u> | Before me, a Notary Public, personally appeared <u>FRANCIS P. TORINO</u> |
|  | personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he (she or they) executed it. |
| | <u>Paulette J. Ogden</u> PAULETTE J. OGDEN NAME (TYPED OR PRINTED) |
| 63-B PDO PRINTING 878-1701 | |

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
NEVADA TITLE CO

03-15-98 08:00 CLK 10
BOOK 980315 INST: 00477
FEE 14.00 RPT: .00

003807

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(17)

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That West Sahara Partnership, a Nevada Limited Partnership, for a valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Canyon Gate at Las Vegas, Inc. a Nevada Corporation, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows.

See Exhibit "A" attached hereto and by referenced made a part hereof

APN: 440-56D-073 440-56D-074 440-56D-081 440-56D-087
APN: 440-56F-151 440-56F-156 440-56F-152 440-56F-153
RPTT: 440-56F-160 440-56F-167 440-56F-169 440-56G-115
\$9,191.00

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any;
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.
3. Reservations in the patent from the United States of America recorded December 5, 1958, Book 180, as Document No. 146618, of Official records and recorded October 23, 1985, in Book 2205 as Document No. 2164188 of Official Records.
4. the effect of the following Record of Survey performed by JERRY E BARNSON, filed in Book 36 of Surveys at Page 89, recorded december 23, 1980, in Book 1332 as Document No. 1291552 of Official Records.
5. An easement affecting a portion of the property in favor of VENETIAN ASSOCIATES, a Nevada Partnership, it's successors and/or assigns, for sewer lines and facilities, recorded March 31 1986, in Book 860331 as Document No. 00074 of Official Records.
6. Dedications and Easements as shown on said recorded Map on File in Book 37 of Plats, Page 20 of Official records.

West SaharaOHS.DOC

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7. An easement affecting a portion of the property in favor of NEVADA POWER COMPANY and CENTRAL TELEPHONE COMPANY, for electrical and communications facilities, recorded October 2, 1986 in Book 861002 as Document No. 00718 of Official Records.
8. The terms, covenants, conditions, restrictions and provisions in an instrument entitled "Encroachment Agreement" by and between CITY OF LAS VEGAS, a municipal corporation and VENETIAN ASSOCIATES, recorded July 3, 1987 in Book 870723 as Document No. 00587 of Official Records.
9. An Easement affecting a portion of the property in favor of LAS VEGAS VALLEY WATER DISTRICT, for pipelines for conducting water, recorded September 18, 1987 in Book 870918 as document No. 00687 of Official records.
10. Covenants, conditions and restrictions, (but deleting restrictions if any, based upon race, color, religion, or national origin) as contained in a Declaration of Restrictions recorded January 19, 1989, in book 890119 as Document No. 00141, of Official Records and recorded July 27, 1989 in Book 890727 as Document No. 00284, Official Records. Said covenants, conditions, restrictions were purportedly modified by an instrument recorded March 15, 1990, in Book 900315 as Document No. 00477, of Official Records.
11. Covenants, conditions, provisions and easements in an instrument entitled "Easement and Maintenance Agreement", recorded February 7, 1989 in Book 890207, as Document No. 00292, of Official Records.
12. Dedications and Easements as shown on the recorded map, on File in Book 42 of Plats, Page 4 of Official Records.
13. Dedications and Easements as shown on the recorded Map, on File in Book 44 of Plats, Page 12, of Official Records.
14. An easement affecting the portion of the property in favor of GARY CORWIN AND SHARON CORWIN, husband and wife as joint tenants, for ingress and egress and driveway purposes, recorded March 20, 1990, in Book 900320 as Document 00483, of Official Records.
15. An easement affecting a portion of the property in favor of NEVADA POWER COMPANY, for electrical lines, recorded March 13, 1991, in Book 910313 as Document No. 00682 of Official Records.
16. An easement affecting a portion of the property in favor of NEVADA POWER COMPANY, for electrical lines, recorded March 13, 1991, in Book 910313 as Document No. 00683, of Official Records.
17. An easement affecting a portion of the property in favor of NEVADA POWER COMPANY, for electrical lines, recorded March 13, 1991, in Book 910313 as document no. 00684 of Official Records.

Checklist
Page 3

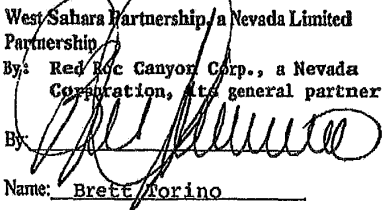
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18. An easment affecting a portion of the property in favor of MARTIN AND ROBIN
BARRETT, for water easement, recorded May 27, 1992, in Book 920527 Document
No. 00755, of Official Records.

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

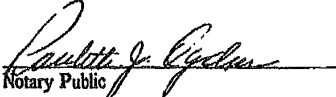
IN WITNESS WHEREOF, this instrument has been executed this 7th day of July,
1992.

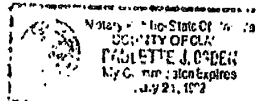
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West Sahara Partnership, a Nevada Limited
Partnership
By: Red Rock Canyon Corp., a Nevada
Corporation, its general partner
By: 
Name: Brett Torino
Title: Partner / Secretary & Treasurer

STATE OF NEVADA }
 }SS
County of Clark }

On this 7 day of July, 1992 before me a Notary Public personally appeared
Brett Torino personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that
he (she or they) executed it.


Notary Public



Recorded at the Request of: Nevada Title Company
Escrow No: 92-06-0871 RMG

Mail tax bill to and
When recorded mail to:
grantee, care of:
Nevada Title Company
3320 W. Sahara Ave.
Las Vegas, Nevada 89102

Commonwealth 9207030905
Land Trust Inc. v. Commonwealth

Order No.: 92-06-0871 RMG
2ND AMENDMENT

EXHIBIT "A"

PARCEL ONE (1):

All of Lots C, D, E, G, H, I, J, K and P, as delineated on the plat of FOOTHILLS COUNTRY CLUB UNIT NO. 1, as shown by the map thereof on file in Book 37 of Plats, page 20, and as amended by Document recorded December 7, 1989 in Book 891207 as Document No. 00400, in the Office of the County Recorder of Clark County, Nevada.

TOGETHER with that portion of Lot 17 in Block 4 of FOOTHILLS COUNTRY CLUB UNIT NO. 1, as shown by map thereof on file in Book 37 of Plats, page 20 and as amended by Document recorded December 7, 1989 in Book 891207 as Document No. 00400, in the Office of the County Recorder of Clark County, Nevada as described in Deed to West Sahara Partnership, a Nevada limited partnership recorded June 28, 1990 in Book 900628 as Document No. 00537, Official Records.

EXCEPTING THEREFROM the following Four (4) parcels of land:

Parcel A:

That portion of Lot C of FOOTHILLS COUNTRY CLUB UNIT NO. 1, as shown by map thereof on file in Book 37, page 20, in the Clark County Recorder's Office, lying within the South Half (S 1/2) of Section 5, Section 21 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the Southeast (SE) corner of said Section 5;

THENCE South 89°50'13" West along the South line of said Section 5, a distance of 1,085.25 feet to the intersection with the centerline of Peccole Ranch Road (a private street 64.00 feet wide);

THENCE departing said South line North 00°09'47" West along said centerline, the following Three (3) courses:

North 00°09'47" West, 227.33 feet;

THENCE curving to the left along a 300.00 foot radius curve, being concave Southwesterly, through a central angle of 42°55'15", an arc length of 224.73 feet;

THENCE North 43°05'02" West, 292.91 feet to the intersection with the centerline of Diamond Springs Drive, (a private street 32.00 feet wide);


THENCE North 47°01'36" East along said centerline, 191.56 feet;

THENCE departing said centerline South 42°58'24" East, 16.00 feet to the most Westerly corner of Lot B of FOOTHILLS COUNTRY CLUB UNIT NO. 1;

Exhibit "A" continued.....

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 Commonwealth Land Title Insurance Company 9 2 0 7 0 0 0 9 0 5

Order No.: 92-06-0871 RMG
2ND AMENDMENT

EXHIBIT "A" (CONT.)

THENCE South 58°35'54" East along the Southerly line of said Lot B, 10.38 feet to the POINT OF BEGINNING;

THENCE Easterly along said Southerly line the following Three (3) courses:

CONTINUING South 58°35'54" East, 128.19 feet;

THENCE South 83°16'12" East, 471.33 feet;

THENCE South 69°35'39" East, 165.33 feet;

THENCE departing said Southerly line South, 58°48'16" West, 11.31 feet;

THENCE North 70°44'35" West, 100.50 feet;

THENCE North 83°16'12" West, 366.92 feet;

THENCE North 79°31'51" West, 109.34 feet;

THENCE North 66°46'58" West, 188.87 feet to a point on the Southeasterly line of Lot K of said FOOTHILLS COUNTRY CLUB UNIT NO. 1;

THENCE North 47°01'36" East along said Southeasterly line, 23.29 feet to the POINT OF BEGINNING.

Parcel B:

That portion of Lot K of FOOTHILLS COUNTRY CLUB UNIT NO. 1 as shown by map thereof on file in Book 37, page 20 in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of Section 5, Section 21 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the Southeast (SE) corner of said Section 5;

THENCE South 89°50'13" West along the South line of said Section 5, a distance of 1,085.25 feet to the intersection with the centerline of Peccole Ranch Road (a private street 64.00 feet wide);

THENCE departing said South line along said centerline, the following Three (3) courses:

North 00°09'47" West, 227.33 feet;

THENCE curving to the left along a 300.00 foot radius curve, being concave Southwesterly, through a central angle of 42°55'15", an arc length of 224.73 feet;

Exhibit "A" continued.....

003813

8049

Commonwealth 9 2 0 7 0 3 1 0 9 0 5
Land Title Insurance Company

Order No.: 92-06-0871 RMG
2ND AMENDMENT

EXHIBIT "A" (CONT.)

THENCE North 43°05'02" West, 292.91 feet to the intersection with the centerline of Diamond Springs Drive, (a private street 32.00 feet wide);

THENCE North 47°01'36" East along said centerline, 166.65 feet;

THENCE departing said centerline South 42°58'24" East, 16.00 feet to the POINT OF BEGINNING on the Northwesterly line of said Lot K;

THENCE North 47°01'36" East, along said Northwesterly line, 24.91 feet to the most Westerly corner of Lot B of FOOTHILLS COUNTRY CLUB UNIT NO. 1;

THENCE South 58°35'54" East, along the Southely line of said Lot B, 10.38 feet to the most Easterly corner of said Lot K;

THENCE South 47°01'36" West, along the Southeasterly line of said Lot K, 23.30 feet;

THENCE North 66°47'58" West, 10.93 feet to the POINT OF BEGINNING.

Parcel C:

That portion of Lot C of FOOTHILLS COUNTRY CLUB UNIT NO. 1, as shown by map thereof on file in Book 37, page 20, in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of Section 5, Section 21 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the Southeast (SE) corner of said Section 5;

THENCE South 89°50'13" West, along the South line of said Section 5, a distance of 1,085.25 feet to the intersection with the centerline of Peccole Ranch Road (a private street, 64.00 feet wide);

THENCE departing said South line along said centerline, the following Three (3) courses:

North 00°09'47" West, 227.33 feet;

THENCE curving to the left, along a 300.00 foot radius curve, being concave Southwesterly, through a central angle of 42°55'15", an arc length of 224.73 feet;


THENCE North 43°05'02" West, 292.91 feet to the intersection with the centerline of Diamond Springs Drive, (a private street 32.00 feet wide);

THENCE North 47°01'36" East, along said centerline, 191.56 feet;

EXHIBIT "A" continued.....

003814

8050

 Commonwealth Land Title Insurance Company 9 2 0 7 0 3 0 0 9 0 5

Order No.: 92-06-0871 RMG
2ND AMENDMENT

EXHIBIT "A" (CONT.)

THENCE departing said centerline South 42°58'24" East, 16.00 feet to the most Westerly corner of Lot B of said FOOTHILLS COUNTRY CLUB UNIT NO. 1;

THENCE Easterly along the Southerly line of said Lot B, the following Four (4) courses:

South 58°35'54" East, 138.57 feet;

THENCE South 83°16'12" East, 471.33 feet;

THENCE South 69°35'39" East, 208.57 feet;

THENCE South 69°07'41" East, 97.63 feet to the POINT OF BEGINNING;

THENCE departing said Southerly line of Lot B, South 29°47'24" East, 70.44 feet;

THENCE South 75°27'19" East, 108.67 feet;

THENCE North 85°46'26" East, 77.04 feet to a point on the aforementioned Southerly line of said Lot B;

THENCE North 69°07'41" West along said Southerly line, 232.25 feet to the POINT OF BEGINNING.

Parcel D:

That portion of Lot I of "FOOTHILLS COUNTRY CLUB UNIT - NO. 1", as shown by map thereof on file in Book 37, Page 20 of Plats, in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of Section 5, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the most Southerly corner of Lot Seventeen (17) in Block Four (4) of said "FOOTHILLS COUNTRY CLUB UNIT NO. 1";

THENCE North 47°29'46" West, along the Southwesterly line of said Lot Seventeen (17), a distance of 126.73 feet to the most Westerly corner thereof;

THENCE North 42°30'14" East, along the Northwesterly line of said Lot Seventeen (17), a distance of 60.00 feet to the POINT OF BEGINNING and the most Northerly corner of said Lot Seventeen (17);

THENCE continuing North 42°30'14" East, along the Northeasterly prolongation of the Northwesterly line of said Lot Seventeen (17), a distance of 51.64 feet;

THENCE South 27°26'31" East, 105.73 feet;

EXHIBIT "A" continued.....

003815

8051



Commonwealth 9 2 0 7 0 0 0 9 0 5
Land Title Insurance Company

Order No.: 92-06-0871 RMG
2ND AMENDMENT

EXHIBIT "A" (CONT.)

THENCE South 53°37'34" West, 13.63 feet;

THENCE curving to the left along a 12.50 foot radius curve, concave Southeasterly, through a central angle of 09°16'45", an arc length of 2.02 feet to a point on the aforementioned Northeasterly line of said Lot Seventeen (17), to which a radial line bears North 45°39'11" West;

THENCE North 47°29'46" West, along said Northeasterly line, 96.46 feet to the POINT OF BEGINNING.

PARCEL TWO (2):

Lots A, B, C, D, E, F, G, H, I, J, Q and S as delineated on the plat of FOOTHILLS COUNTRY CLUB UNIT NO. 2, as shown by the map thereof on file in Book 42 of Plats, page 4, in the Office of the County Recorder of Clark County, Nevada, that portion of Lot 2 in Block 13 of "AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT NO. 2" as shown by map thereof on file in Book 42, Page 4 of Plats in the Clark County Recorder's Office, Clark County, Nevada, lying within the Southeast Quarter (SE 1/4) of Section 5, Township 21 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMENCING at the most Southerly corner of Lot 1 in said Block 13;
THENCE North 28°55'37" East along the Easterly line of said Lot 1, a distance of 34.62 feet to an angle point therein;
THENCE North 00°00'00" East along said Easterly line 145.94 feet to a point on the Southerly line of Lot A (Golf Course) of said "Amended Plat of Foothills Country Club Unit No. 2";
THENCE North 72°33'40" East along said Southerly line, 77.06 feet to the point of beginning;
THENCE South 08°36'26" East, 111.82 feet;
THENCE South 90°00'00" East, 29.75 feet to an angle point on the Boundary line of Lot S in said Block 13;
THENCE Northerly along said boundary line, the following two (2) courses:

North 00°00'00" East, 74.67 feet;
THENCE North 36°00'00" West, 42.54 feet to an angle point on the boundary line of the aforementioned Lot A (Golf Course);
THENCE along said boundary line, the following two (2) courses:

Continuing North 36°00'00" West, 8.29 feet;
THENCE South 72°33'40" West 17.41 feet to the point of beginning.

AND

continued.....

003816

8052


 Commonwealth Land Title Insurance Company 92 06 0971 RMG
Order No.: 92-06-0971 RMG
2ND AMENDMENT

EXHIBIT "A" (CONT)

That portion of Lot 2 in Block 13 of AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT NO. 2 as shown by map thereof on file in Book 42, Page 4 of Plats in the Clark County Recorder's Office, Clark County, Nevada, lying within the Southeast Quarter (SE 1/4) of Section 5, Township 21 South, Range 60 East M.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the most Southerly corner of Lot 1 in said Block 13;
THENCE North 28°55'37" East along the Easterly line of said Lot 1, a distance of 34.62 feet to an angle point therein;
THENCE North 00°00'00" East along said Easterly line, 145.94 feet to a point on the Southerly line of Lot A (Golf Course) of said "AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT NO. 2";
THENCE North 72°33'40" East along said Southerly line, 77.06 feet;
THENCE South 08°36'26" East, 111.82 feet to the POINT OF BEGINNING;
THENCE continuing South 08°36'26" East, 76.18 feet to a point of the Northerly boundary line of Lot C in said Block 13;
THENCE Northerly along said boundary line, the following two (2) courses:

North 54°16'25" East, 22.60 feet;
THENCE North 00°00'00" East 62.12 feet;
THENCE North 90°00'00" West, 29.75 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described Seven (7) parcels of land:

Parcel A:

That portion of Lot B of AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2, as shown by map thereof on file in Book 42, page 4 of Plats in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of Section 5, Township 21 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the Southeast (SE) corner of said Section 5;

THENCE North 04°13'34" West along the East line of said Section 5, a distance of 1,034.21 feet to the Southeast (SE) corner of said AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2;

THENCE departing said East line, South 85°46'26" West along a South line of said tract, 101.00 feet to a point on the East line of CANYON GATE COUNTRY CLUB, as shown by map thereof on file in Book 43, page 43 of Plats in the Clark County Recorder's Office, Clark County, Nevada;

THENCE North 04°13'34" West along said East line, 84.00 feet to the Northeast (NE) corner of said tract, being the Southeast (SE) corner of Lot Q of the aforementioned AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2;


THENCE South 85°46'26" West along the boundary common to said tracts, 20.00 feet to the POINT OF BEGINNING;

THENCE Westerly along said common boundary, the following Seven (7) courses:

EXHIBIT "A" continued.....

003817

8053

 Commonwealth Land Title Insurance Company 9 2 3 7 3 8 7 0 9 0 5

Order No.: 92-06-0871 RMG
2ND AMENDMENT

EXHIBIT "A" (CONT.)

South 85°46'26" West, 15.00 feet;

THENCE South 86°00'00" West, 70.87 feet;

THENCE North 79°31'51" West, 411.44 feet;

THENCE North 56°43'12" West, 139.65 feet;

THENCE North 66°49'56" West, 122.08 feet;

THENCE South 71°26'53" West, 123.86 feet;

THENCE North 49°37'56" West, 33.52 feet to the most Easterly corner of Lot Eighty-seven (87) in Block One (1) of CANYON GATE COUNTRY CLUB, AS SHOWN BY MAP THEREOF ON FILE IN Book 43, page 43 of Plats in the Clark County Recorder's Office, Clark County, Nevada;

THENCE departing the boundary line of said CANYON GATE COUNTRY CLUB, South 81°54'37" East 50.00 feet;

THENCE North 71°26'53" East 96.94 feet;

THENCE South 66°49'56" East, 94.48 feet;

THENCE South 65°45'28" East, 97.81 feet;

THENCE South 61°27'45" East, 102.03 feet;

THENCE North 69°30'19" East, 29.15 feet;

THENCE South 79°31'51" East, 234.00 feet;

THENCE South 72°13'39" East, 125.09 feet;

THENCE North 68°05'09" East, 82.04 feet to a point on the West line of the aforementioned Lot Q;

THENCE South 04°13'34" East along said West line, 33.62 feet to the POINT OF BEGINNING.

EXHIBIT "A" continued.....

003818

8054



Commonwealth 9 2 0 7 0 3 7 0 9 0 5
Land Title Insurance Company

Order No.: 92-06-0871 RMG
2ND AMENDMENT

EXHIBIT "A" (CONT.)

Parcel B:

That portion of Lot Q of AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2, as shown by map thereof on file in Book 42, page 4 of Plats in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of Section 5, Township 21 South, Range 60 East, M.D.M., City, of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the Southeast (SE) corner of said Section 5;

THENCE North $04^{\circ}13'34''$ West along the East line of said Section 5, a distance of 1,034.21 feet to the Southeast (SE) corner of said AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2;

THENCE departing said East line South $85^{\circ}46'26''$ West along a South line of said tract, 101.00 feet to a point on the East line of CANYON GATE COUNTRY CLUB, as shown by map thereof on file in Book 43, page 43 of Plats in the Clark County Recorder's Office, Clark County, Nevada;

THENCE North $04^{\circ}13'34''$ West along said East line, 84.00 feet to the Northeast (NE) corner of said tract, being the Southeast (SE) corner of Lot Q of the aforementioned AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2 and the POINT OF BEGINNING;

THENCE South $85^{\circ}46'26''$ West along the boundary common to said tract, 20.00; to the Southwest (SW) corner of said Lot Q;

THENCE North $04^{\circ}13'34''$ West along the West line of said Lot Q, 33.62 feet;

THENCE departing said West line North $68^{\circ}05'09''$ East, 20.99 feet to a point on the Westerly line of Diamond Foothills Drive (a private street being 32.00 feet wide);

THENCE South $04^{\circ}13'34''$ East along said West line, 40.00 feet to the POINT OF BEGINNING.

Parcel C:

That portion described as follows:

BEGINNING at the Northwest (NW) corner of Lot One (1), Block Five (5) of AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2, as recorded in Book 42, page 4 of Plats, County of Clark, State of Nevada;

THENCE South $04^{\circ}14'20''$ East, along the West line of above said Lot One (1) of Block Five (5), a distance of 120.06 feet to the Southwest (SW) corner of Lot One (1);

EXHIBIT "A" continued.....

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8055

Commencement
Land Title Insurance Company 2 0 7 0 3 1 0 9 0 5

Order No.: 92-06-0871 RMG
2ND AMENDMENT

EXHIBIT "A" (CONT.)

THENCE South 87°32'23" West, a distance of 30.10 feet to the Southeast (SE) corner of Lot Two (2), Block Nine (9) of said AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2;

THENCE North 04°14'20" West, along the East line of said Lot Two (2), Block Nine (9), a distance of 120.06 feet;

THENCE North 87°32'23" East, a distance of 30.10 feet, more or less, to the POINT OF BEGINNING.

Parcel D:

That portion of Lot A of AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT NO. 2 as shown by map thereof on file in Book 42, page 4 of Plats in the Clark County Recorder's Office, Clark County Nevada, lying within the South Half (S 1/2) of Section 5, Township 21 South, Range 60 East, M.D.M., City of Las Vegas, Clark County Nevada, described as follows:

BEGINNING at the Northeast corner of Lot One (1), Block One (1) of said Tract;

THENCE from a tangent bearing North 73°48'28" East, curving to the right along a 359.00 foot radius curve, concave Southeasterly, through a central angle of 32°26'37", an arc length of 15.31 feet to a point to which a radial line bears North 13°44'55" West;

THENCE South 04°14'20" East, 120.33 feet; thence South 76°14'32" West, 15.25 feet to the Southeast (SE) corner of said Lot One (1);

THENCE North 04°14'20" West along the East line of said Lot One (1), a distance of 120.00 feet to the POINT OF BEGINNING to which a radial line bears North 16°11'32" West.

Parcel E:

That portion of Lot A of AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT NO. 2 as shown by map thereof on file in Book 42, page 4 of Plats in the Clark County Recorder's Office, Clark County Nevada, lying within the South Half (S 1/2) of Section 5, Township 21 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

BEGINNING at the Southeast corner of Lot Three (3) in Block Eight (8) of said tract;


THENCE North 04°14'20" West along the East line of said Lot Three (3), a distance of 120.06 feet to the Northeast (NE) corner thereof;

THENCE South 72°04'56" East, 32.48 feet to an angle point in the West line of Lot One (1) in Block Seven (7) of said tract;

EXHIBIT "A" continued.....

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 Commonwealth Land Title Insurance Company 9 2 3 7 0 8 3 0 9 0 5

Order No.: 92-06-0871 RMG
2ND AMENDMENT

EXHIBIT "A" (CONT.)

THENCE South 04°14'20" East along said West line and it's Southerly prolongation, 108.74 feet to the Southwest (SW) corner of Lot K in said tract;

THENCE South 87°32'23" West, 30.10 feet to the POINT OF BEGINNING.

Parcel F:

That portion of Lot A of AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT NO. 2 as shown by map thereof on file in Book 42, page 4 of Plats in the Clark County Recorder's Office, Clark County Nevada, lying within the South Half (S 1/2) of Section 5, Township 21 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

BEGINNING at the Northwest (NW) corner of Lot Twenty-two (22) in Block Two (2) of said Tract;

THENCE South 04°14'20" East along the West line of said Lot Twenty-two (22), a distance of 120.00 feet to the Southwest (SW) corner thereof;

THENCE South 76°14'32" West, 15.25 feet;

THENCE North 04°14'20" West, 120.33 feet;

THENCE from a tangent bearing North 76°15'05" East, curving to the right along a 359.00 foot radius curve, concave Southeasterly, through a central angle of 02°25'34", an arc length of 15.20 feet to the POINT OF BEGINNING to which a radial line bears North 11°19'21" West.

Parcel G:

That portion of Lot C of "AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT - NO. 2", as shown by map thereof on file in Book 42, Page 4 of Plats, in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of Section 5, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the most Southerly corner of Lot Seventeen (17) in Block Four (4) of said "FOOTHILLS COUNTRY CLUB UNIT - NO. 1";


THENCE North 47°29'46" West, along the Southwesterly line of said Lot Seventeen (17), a distance of 176.73 feet to the most Westerly corner thereof, being the POINT OF BEGINNING on the Southeasterly line of the aforementioned Lot C;

THENCE continuing North 47°29'46" West, along the Northwesterly prolongation of the Southwest line of said Lot Seventeen (17), a distance of 15.96 feet;

EXHIBIT "A" continued.....

003821

8057

 Commonwealth Land Title Insurance Company 9 2 3 7 0 3 3 0 9 0 5

Order No.: 92-06-0871 RMG
2ND AMENDMENT

EXHIBIT "A" (CONT.)

THENCE North 33°29'28" East, 67.71 feet;

THENCE North 37°38'18" East, 19.22 feet;

THENCE North 45°19'06" East, 19.76 feet;

THENCE from a tangent bearing South 18°44'45" East, curving to the left along a 12.50 foot radius curve, concave Northeasterly, through a central angle of 110°14'21", an arc length of 24.05 feet to a point to which a radial line bears South 38°59'06" East;

THENCE South 27°26'31" East, 9.42 feet to a point on the boundary line common to "FOOTHILLS COUNTRY CLUB UNIT - NO. 1" and "FOOTHILLS COUNTRY CLUB UNIT - NO. 2";

THENCE South 42°30'14" West, along said boundary line, 111.64 feet to the POINT OF BEGINNING.

PARCEL THREE (3):

All of Lot B as delineated on the plat of AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT NO. 3, as shown by map thereof on file in Book 44 of Plats, Page 12, and as amended by Document recorded May 10, 1991 in Book 910510 as Document No. 00895, in the Office of the County Recorder of Clark County, Nevada.

Exhibit "A" continued.....

003822

8058



Commonwealth

Land Title Insurance Company

92 07 0 9 0 0 9 0 5

Order No.: 92-06-0871 RMG
2ND AMENDMENT

EXHIBIT "A" (CONT.)

PARCEL FOUR (4):


Lot B as delineated on the plat of FOOTHILLS COUNTRY CLUB UNIT NO. 1, as shown by map thereof on file in Book 37 of Plats, Page 20, and as amended by Document recorded December 7, 1989 in Book 891207 as Document No. 00400, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM any portion thereof lying within the boundaries of CANYON GATE COUNTRY CLUB UNIT NO. 2, as shown by map thereof on file in Book 44 of Plats, Page 100, in the Office of the County Recorder of Clark County, Nevada.

Exhibit "A" continued

003823

8059

 Commonwealth Land Title Insurance Company 92070800905

Order No.: 92-06-0871 RMG
2ND AMENDMENT

EXHIBIT "A" (CONT.)

PARCEL FIVE (5):

The following description is appurtenant to Parcels One (1), Two (2), Three (3) and Four (4), previously described herein.

A non-exclusive easement for access, ingress, egress and maintenance purposes over that certain "Private Drive" and related areas as more fully set forth and described in that certain instrument entitled "Easement and Maintenance Agreement", recorded February 7, 1989 in Book 890207 as Instrument No. 00292 of Official Records of Clark County, Nevada.

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
A GALLEGOS
07-08-92 15:25 15J 17
OFFICIAL RECORDS
BOOK: 920708 INST: 00905
FEE: 21.00 RPTT: 9,191.00

003824

8060

RE-RECORDED

92171310903

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That West Sahara Partnership, a Nevada Limited Partnership, for a valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Canyon Gate at Las Vegas, Inc. a Nevada Corporation, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof

APN: 440-560-073 440-560-074 440-560-081 440-560-087
 APN: 440-560-151 440-560-155 440-560-152 440-560-153
 RPT: 440-560-160 440-560-167 440-560-169 440-560-115

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any;
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.
3. Reservations in the patent from the United States of America recorded December 5, 1958, Book 180, as Document No. 146418, of Official records and recorded October 23, 1965, in Book 2203 as Document No. 2164183 of Official Records.
4. the effect of the following Record of Survey performed by JERRY E BARNESON, filed in Book 36 of Surveys at Page 29, recorded december 23, 1960, in Book 1333 as Document No. 1291552 of Official Records.
5. An easement affecting a portion of the property in favor of VENETIAN ASSOCIATES, a Nevada Partnership, it's successors and/or assigns, for power lines and facilities, recorded March 31 1966, in Book 840331 as Document No. 60674 of Official Records.
6. Easements and Easements as shown on said recorded Map on File in Book 37 of Plans, Page 20 of Official records.

THIS DEED IS BEING RE-RECORDED FOR THE PURPOSE OF CLARIFICATION
 OF THE DESCRIPTION OF PARCEL FOUR (4).

West Sahara Partnership LLC

003825

8061

Checklist
Page 2

9 2 4 7 1 3 1 0 9 0 5

7. An easement affecting a portion of the property in favor of NEVADA POWER COMPANY and CENTRAL TELEPHONE COMPANY, for electrical and communications facilities, recorded October 2, 1986 in Book 841002 as Document No. 00718 of Official Records.
8. The terms, covenants, conditions, restrictions and provisions in an instrument entitled "Easement Agreement" by and between CITY OF LAS VEGAS, a municipal corporation and VENETIAN ASSOCIATES, recorded July 23, 1987 in Book 870723 as Document No. 00587 of Official Records.
9. An Easement affecting a portion of the property in favor of LAS VEGAS VALLEY WATER DISTRICT, for pipelines for conducting water, recorded September 18, 1987 in Book 870918 as document No. 00657 of Official records.
10. Covenants, conditions and restrictions (but delecting restrictions if any, based upon race, color, religion, or national origin) as contained in a Declaration of Restrictions recorded January 19, 1989, in book 890119 as Document No. 00141, of Official Records and recorded July 27, 1989 in Book 890727 as Document No. 00284, Official Records. Said covenants, conditions, restrictions were purportedly modified by an instrument recorded March 19, 1990, in Book 900315 as Document No. 00477, of Official Records.
11. Covenants, conditions, provisions and easements in an instrument entitled "Easement and Maintenance Agreement", recorded February 7, 1989 in Book 890207, as Document No. 00292, of Official Records.
12. Dedications and Easements as shown on the recorded map, on File in Book 42 of Plans, Page 4 of Official Records.
13. Dedications and Easements as shown on the recorded Map, on File in Book 44 of Plans, Page 12, of Official Records.
14. An easement affecting the portion of the property in favor of GARY CORWIN AND SHARON CORWIN, husband and wife as joint tenants, for ingress and egress and driveway purposes, recorded March 20, 1990, in Book 900320 as Document 00483, of Official Records.
15. An easement affecting a portion of the property in favor of NEVADA POWER COMPANY, for electrical lines, recorded March 13, 1991, in Book 910313 as Document No. 00482 of Official Records.
16. An easement affecting a portion of the property in favor of NEVADA POWER COMPANY, for electrical lines, recorded March 13, 1991, in Book 910313 as Document No. 00483, of Official Records.
17. An easement affecting a portion of the property in favor of NEVADA POWER COMPANY, for electrical lines, recorded March 13, 1991, in Book 910313 as document no. 00484 of Official Records.

West Shoreline DOC

003826

8062



Charles
Page 3

92170010905

18. An easement affecting a portion of the property in favor of MARTIN AND ROBIN
BARRETT, for water easement, recorded May 27, 1992, in Book 920527, Document
No. 80733, of Official Records.

TOGETHER WITH all singular the documents, hereditaments and appurtenances thereto belonging or
in anywise appertaining.

IN WITNESS WHEREOF, this instrument has been executed this 21st day of July, _____,
1992.


Wm Edward 0000-000

003827

8063

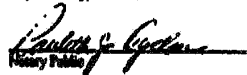
Checklist
Page 4

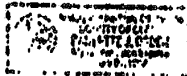
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West Sahara Partnership, a Nevada Limited
Partnership
By: Red Sun Canyon Corp., a Nevada
Corporation, its general partner
By: 
Name: Frank Torino
Title: Partner/Secretary & Treasurer

STATE OF NEVADA }
County of Clark }

On this 7 day of July, 1993 before me a Notary Public personally appeared
Frank Torino personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that
he (she or they) executed it.


Notary Public



Recorded at the Request of: Nevada Title Company
Excerat No: 93-06-0671 RMDG

When recorded mail to:
Grantee, Care Of:
Nevada Title Company
3320 W. Sahara Ave.
Las Vegas, Nevada 89102

Mail Tax Statement To:
CANYON GATE AT LAS VEGAS
To G. McELROY AND
P.O. BOX 565048
DALLAS, TX 75356

West Sahara Partnership

003828

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Continued with 9 2 1 7 3 1 0 9 0 5
 Land Exp. to ...

Order No. 1 92-64-0878 R22
 2ND AMENDMENT

EXHIBIT "A"

PARCEL ONE (1):

All of Lots C, D, E, G, H, I, J, K and P, as delineated on the plat of FOOTHILLS COUNTRY CLUB UNIT NO. 1, as shown by the map thereof on file in Book 37 of Plats, page 20, and as amended by Document recorded December 7, 1989 in Book 891207 as Document No. 00400, in the Office of the County Recorder of Clark County, Nevada.

TOGETHER with that portion of Lot 17 in Block 4 of FOOTHILLS COUNTRY CLUB UNIT NO. 1, as shown by map thereof on file in Book 37 of Plats, page 20 and as amended by Document recorded December 7, 1989 in Book 891207 as Document No. 00400, in the Office of the County Recorder of Clark County, Nevada as described in Deed to West Sahara Partnership, a Nevada limited partnership recorded June 20, 1990 in Book 900620 as Document No. 00537, Official Records.

EXCEPTING THEREFROM the following four (4) parcels of land:

Parcel A:

That portion of Lot C of FOOTHILLS COUNTRY CLUB UNIT NO. 1, as shown by map thereof on file in Book 37, page 20, in the Clark County Recorder's Office, lying within the South Half (S 1/2) of Section 5, Section 21 South, Range 40 East, N.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the Southeast (SE) corner of said Section 5;

THENCE South 89°50'13" West along the South line of said Section 5, a distance of 1,085.25 feet to the intersection with the centerline of Peccole Ranch Road (a private street 64.00 feet wide);

THENCE departing said South line North 00°09'47" West along said centerline, the following Three (3) courses:

North 00°09'47" West, 227.33 feet;

THENCE curving to the left along a 300.00 foot radius curve, being concave Southwesterly, through a central angle of 42°55'15", an arc length of 224.73 feet;

THENCE North 43°05'02" West, 292.91 feet to the intersection with the centerline of Diamond Springs Drive, (a private street 32.00 feet wide);

THENCE North 47°01'36" East along said centerline, 191.56 feet;

THENCE departing said centerline South 42°58'24" East, 16.00 feet to the most Westerly corner of Lot B of FOOTHILLS COUNTRY CLUB UNIT NO. 1;

Runable "A" continued.....

003829

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Clark County Recorder's Office
Land Information Department

9 2 7 1 2 1 0 9 0 5

Order No.: 92-06-0871 RWD
2ND AMENDMENT

EXHIBIT "A" (CONT.)

THENCE South 69°35'54" East along the Southerly line of said Lot 8, 10.38 feet to the POINT OF BEGINNING;

THENCE Easterly along said Southerly line the following Three (3) courses:

CONTINUING South 58°35'54" East, 128.19 feet;

THENCE South 81°16'12" East, 471.13 feet;

THENCE South 69°35'39" East, 165.33 feet;

THENCE departing said Southerly line South, 58°48'16" West, 11.31 feet;

THENCE North 70°44'35" West, 100.50 feet;

THENCE North 81°16'12" West, 366.92 feet;

THENCE North 79°31'51" West, 109.34 feet;

THENCE North 64°46'58" West, 188.87 feet to a point on the Southeasterly line of Lot 4 of said FOOTHILLS COUNTRY CLUB UNIT NO. 1;

THENCE North 47°01'36" East along said Southeasterly line, 23.29 feet to the POINT OF BEGINNING.

Parcel B:

That portion of Lot 4 of FOOTHILLS COUNTRY CLUB UNIT NO. 1 as shown by map thereof on file in Book 37, page 20 in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of Section 5, Section 21 South, Range 60 East, N.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the Southeast (SE) corner of said Section 5;

THENCE South 89°50'13" West along the South line of said Section 5, a distance of 1,085.25 feet to the intersection with the centerline of Puccio Ranch Road (a private street 64.00 feet wide);

THENCE departing said South line along said centerline, the following Three (3) courses:

North 00°08'47" West, 227.33 feet;

THENCE curving to the left along a 300.00 foot radius curve, being concave Southwesterly, through a central angle of 42°55'15", an arc length of 226.73 feet;

Exhibit "A" continued.....

003830

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Clark County
Nevada

92-46-4871 RMC
2ND AMENDMENT

Order No.: 92-46-4871 RMC
2ND AMENDMENT

EXHIBIT "A" (CONT.)

THENCE North 43°05'02" West, 292.91 feet to the intersection with the centerline of Diamond Springs Drive, (a private street 32.00 feet wide);

THENCE North 47°01'36" East along said centerline, 166.65 feet;

THENCE departing said centerline South 42°58'24" East, 16.00 feet to the POINT OF BEGINNING on the Northwestern line of said Lot K;

THENCE North 47°01'36" East, along said Northwestern line, 24.91 feet to the most Westerly corner of Lot B of FOOTHILLS COUNTRY CLUB UNIT NO. 1;

THENCE South 48°35'54" East, along the Southerly line of said Lot B, 10.38 feet to the most Easterly corner of said Lot K;

THENCE South 47°01'36" West, along the Southeasterly line of said Lot K, 23.30 feet;

THENCE North 66°47'58" West, 10.93 feet to the POINT OF BEGINNING.

Parcel C:

That portion of Lot C of FOOTHILLS COUNTRY CLUB UNIT NO. 1, as shown by map thereof on file in Book 37, page 20, in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of Section 5, Section 21 South, Range 60 East, N.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the Southeast (SE) corner of said Section 5;

THENCE South 89°50'13" West, along the South line of said Section 5, a distance of 1,085.25 feet to the intersection with the centerline of Paccola Ranch Road (a private street, 64.00 feet wide);

THENCE departing said South line along said centerline, the following Three (3) courses:

North 00°09'47" West, 227.33 feet;

THENCE curving to the left, along a 300.00 foot radius curve, being concave Southwesterly, through a central angle of 42°55'15", an arc length of 224.73 feet;

THENCE North 43°05'02" West, 292.91 feet to the intersection with the centerline of Diamond Springs Drive, (a private street 32.00 feet wide);

THENCE North 47°01'36" East, along said centerline, 191.56 feet;

EXHIBIT "A" continued.....

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Continuation of
Land Information

82-70300905

Order No. 1 32-46-1071 RMC
2ND AMENDMENT

EXHIBIT "A" (CONT.)

THENCE departing said centerline South $42^{\circ}58'24''$ East, 16.00 feet to the most westerly corner of Lot 8 of said FOOTHILLS COUNTRY CLUB UNIT NO. 1;

THENCE Easterly along the Southerly line of said Lot 8, the following four (4) courses:

South $55^{\circ}35'54''$ East, 138.57 feet;

THENCE South $83^{\circ}16'12''$ East, 471.33 feet;

THENCE South $69^{\circ}35'39''$ East, 208.57 feet;

THENCE South $69^{\circ}07'41''$ East, 97.63 feet to the POINT OF BEGINNING;

THENCE departing said Southerly line of Lot 8, South $29^{\circ}47'24''$ East, 70.44 feet;

THENCE South $75^{\circ}27'19''$ East, 106.67 feet;

THENCE North $85^{\circ}48'24''$ East, 77.04 feet to a point on the aforementioned Southerly line of said Lot 8;

THENCE North $69^{\circ}07'41''$ West along said Southerly line, 232.25 feet to the POINT OF BEGINNING.

Parcel D:

That portion of Lot 1 of "FOOTHILLS COUNTRY CLUB UNIT - NO. 1", as shown by map thereof on file in Book 37, Page 20 of Plats, in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of Section 5, Township 20 South, Range 60 East, R.D.N., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the most Southerly corner of Lot Seventeen (17) in Block Four (4) of said "FOOTHILLS COUNTRY CLUB UNIT NO. 1";

THENCE North $67^{\circ}29'48''$ West, along the Southwesterly line of said Lot Seventeen (17), a distance of 126.73 feet to the most Westerly corner thereof;

THENCE North $42^{\circ}30'14''$ East, along the Northwesterly line of said Lot Seventeen (17), a distance of 60.00 feet to the POINT OF BEGINNING and the most Northerly corner of said Lot Seventeen (17);

THENCE continuing North $42^{\circ}30'14''$ East, along the Northeasterly prolongation of the Northwesterly line of said Lot Seventeen (17), a distance of 81.64 feet;

THENCE South $27^{\circ}28'31''$ East, 105.73 feet;

EXHIBIT "A" continued.....

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Continental 9207330905
Land Information Company

Order No.: 92-06-0071 RMC
2ND AMENDMENT

EXHIBIT "A" (CONT.)

THENCE South $93^{\circ}37'34''$ West, 13.63 feet;

THENCE curving to the left along a 12.50 foot radius curve, concave Southeast, through a central angle of $09^{\circ}16'45''$, an arc length of 2.02 feet to a point on the aforementioned Northeasterly line of said Lot Seventeen (17), to which a radial line bears North $45^{\circ}39'11''$ West;

THENCE North $47^{\circ}29'46''$ West, along said Northeasterly line, 96.46 feet to the POINT OF BEGINNING.

PARCEL TWO (2):

LOTS A, B, C, D, E, F, G, H, I, J, O and S as delineated on the plat of FOOTHILLS COUNTRY CLUB UNIT NO. 2, as shown by the map thereof on file in Book 42 of Plats, page 4, in the Office of the County Recorder of Clark County, Nevada, that portion of Lot 2 in Block 13 of "AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT NO. 2" as shown by map thereof on file in Book 42, Page 4 of Plats in the Clark County Recorder's Office, Clark County, Nevada, lying within the Southeast Quarter (SE 1/4) of Section 5, Township 21 South, Range 60 East, M.O.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the most Southerly corner of Lot 1 in said Block 13;
THENCE North $20^{\circ}53'37''$ East along the Easterly line of said Lot 1, a distance of 34.52 feet to an angle point therein;
THENCE North $00^{\circ}00'00''$ East along said Easterly line 145.94 feet to a point on the Southerly line of Lot A (Golf Course) of said "Amended Plat of Foothills Country Club Unit No. 2";
THENCE North $72^{\circ}33'40''$ East along said Southerly line, 77.08 feet to the point of beginning;

THENCE South $08^{\circ}36'26''$ East, 111.82 feet;
THENCE South $90^{\circ}00'00''$ East, 29.75 feet to an angle point on the boundary line of Lot 2 in said Block 13;
THENCE Northerly along said boundary line, the following two (2) courses:

North $00^{\circ}00'00''$ East, 74.67 feet;
THENCE North $36^{\circ}00'00''$ West, 42.64 feet to an angle point on the boundary line of the aforementioned Lot A (Golf Course);
THENCE along said boundary line, the following two (2) courses:

Continuing North $36^{\circ}00'00''$ West, 0.29 feet;
THENCE South $72^{\circ}33'40''$ West 17.41 feet to the point of beginning.

AND

continued.....

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92 070310905

Order No.: 92-06-0071 RND
2ND AMENDMENT

EXHIBIT "A" (CONT)

That portion of Lot 2 in Block 13 of AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT NO. 2, as shown by map thereof on file in Book 42, Page 4 of Plats in the Clark County Recorder's Office, Clark County, Nevada, lying within the Southeast Quarter (SE 1/4) of Section 5, Township 21 South, Range 60 East N.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the most Southerly corner of Lot 1 in said Block 13;
THENCE North 26°55'37" East along the Easterly line of said Lot 1, a distance of 30.62 feet to an angle point therein;
THENCE North 00°00'00" East along said Easterly line, 145.94 feet to a point on the Southerly line of Lot A (Golf Course) of said "AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT NO. 2";
THENCE North 77°13'46" East along said Southerly line, 77.06 feet;
THENCE South 04°34'26" East, 111.62 feet to the POINT OF BEGINNING;
THENCE continuing South 04°34'26" East, 76.16 feet to a point of the Northerly boundary line of Lot C in said Block 13;
THENCE Northerly along said boundary line, the following two (2) courses:

North 84°16'25" East, 22.60 feet;
THENCE North 00°00'00" East 62.12 feet;
THENCE North 90°00'00" West, 29.75 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described Seven (7) parcels of land:

Parcel A:

That portion of Lot B of AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2, as shown by map thereof on file in Book 42, page 4 of Plats in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of Section 5, Township 21 South, Range 60 East, N.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the Southeast (SE) corner of said Section 5;

THENCE North 04°13'34" West along the East line of said Section 5, a distance of 1,034.21 feet to the Southeast (SE) corner of said AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2;

THENCE departing said East line, South 85°46'26" West along a South line of said tract, 101.00 feet to a point on the East line of CANTON GATE COUNTRY CLUB, as shown by map thereof on file in Book 43, page 43 of Plats in the Clark County Recorder's Office, Clark County, Nevada;

THENCE North 84°13'34" West along said East line, 84.00 feet to the Northeast (NE) corner of said tract, being the Southeast (SE) corner of Lot Q of the aforementioned AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2;

THENCE South 85°46'26" West along the boundary common to said tracts, 20.00 feet to the POINT OF BEGINNING;

THENCE Westerly along said common boundary, the following Seven (7) courses:

EXHIBIT "A" continued.....

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Order No.: 92-06-0871 RMC
2ND AMENDMENT

EXHIBIT "A" (CONT.)

South 85°46'26" West, 15.60 feet;

THENCE South 86°40'00" West, 70.67 feet;

THENCE North 79°31'51" West, 411.44 feet;

THENCE North 56°43'12" West, 139.65 feet;

THENCE North 66°49'56" West, 122.06 feet;

THENCE South 71°26'53" West, 123.05 feet;

THENCE North 49°37'56" West, 33.52 feet to the most Easterly corner of Lot Eighty-seven (87) in Block One (1) of CANYON GATE COUNTRY CLUB, AS SHOWN BY MAP THEREOF ON FILE IN Book 43, page 43 of Plats in the Clark County Recorder's Office, Clark County, Nevada;

THENCE departing the boundary line of said CANYON GATE COUNTRY CLUB, South 81°54'37" East 50.00 feet;

THENCE North 71°26'53" East 96.94 feet;

THENCE South 86°49'56" East, 94.48 feet;

THENCE South 65°45'28" East, 97.81 feet;

THENCE South 61°27'45" East, 102.03 feet;

THENCE North 69°30'19" East, 29.15 feet;

THENCE South 79°31'51" East, 234.00 feet;

THENCE South 72°13'39" East, 125.09 feet;

THENCE North 66°05'09" East, 82.04 feet to a point on the West line of the aforementioned Lot Q;

THENCE South 04°13'34" East along said West line, 33.62 feet to the POINT OF BEGINNING.

EXHIBIT "A" continued.....

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Order No.: 92-06-0871 RMS
2ND AMENDMENT

EXHIBIT "A" (CONT.)

Parcel B:

That portion of Lot Q of AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2, as shown by map thereof on file in Book 42, page 4 of Plats in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of Section 5, Township 21 South, Range 60 East, N.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the Southeast (SE) corner of said Section 5;

THENCE North 04°13'34" West along the East line of said Section 5, a distance of 1,034.21 feet to the Southeast (SE) corner of said AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2;

THENCE departing said East line South 85°46'28" West along a South line of said tract, 101.60 feet to a point on the East line of CANTON GATE COUNTRY CLUB, as shown by map thereof on file in Book 43, page 43 of Plats in the Clark County Recorder's Office, Clark County, Nevada;

THENCE North 04°13'34" West along said East line, 84.00 feet to the Northeast (NE) corner of said tract, being the Southeast (SE) corner of Lot Q of the aforementioned AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2 and the POINT OF BEGINNING;

THENCE South 85°46'28" West along the boundary common to said tract, 20.00; to the Southwest (SW) corner of said Lot Q;

THENCE North 04°13'34" West along the West line of said Lot Q, 33.62 feet;

THENCE departing said West line North 68°06'09" East, 29.99 feet to a point on the Westerly line of Dia. and Foothills Drive (a private street being 32.00 feet wide);

THENCE South 04°13'34" East along said West line, 40.00 feet to the POINT OF BEGINNING.

Parcel C:

That portion described as follows:

BEGINNING at the Northwest (NW) corner of Lot One (1), Block Five (5) of AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2, as recorded in Book 42, page 4 of Plats, County of Clark, State of Nevada;

THENCE South 04°14'20" East, along the West line of above said Lot One (1) of Block Five (5), a distance of 120.06 feet to the Southwest (SW) corner of Lot One (1);

EXHIBIT "A" continued.....

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4 Foothills
Land Title Co. 2073310905

Order No.: 92-06-0071 RND
2ND AMENDMENT

EXHIBIT "A" (CONT.)

THENCE South $07^{\circ}32'23''$ West, a distance of 30.10 feet to the Southeast (SE) corner of Lot Two (2), Block Nine (9) of said AMENDED FOOTHILLS COUNTRY CLUB UNIT NO. 2;

THENCE North $04^{\circ}14'20''$ West, along the East line of said Lot Two (2), Block Nine (9), a distance of 120.06 feet;

THENCE North $07^{\circ}32'23''$ East, a distance of 30.10 feet, more or less, to the POINT OF BEGINNING.

Parcel D:

That portion of Lot A of AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT NO. 2 as shown by map thereof on file in Book 42, page 4 of Plats in the Clark County Recorder's Office, Clark County Nevada, lying within the South Half (S 1/2) of Section 9, Township 21 South, Range 60 East, M.D.M., City of Las Vegas, Clark County Nevada, described as follows:

BEGINNING at the Northeast corner of Lot One (1), Block One (1) of said Tract;

THENCE from a tangent bearing North $73^{\circ}40'28''$ East, curving to the right along a 359.00 foot radius curve, concave Southeasterly, through a central angle of $12^{\circ}26'37''$, an arc length of 15.31 feet to a point to which a radial line bears North $13^{\circ}44'55''$ West;

THENCE South $04^{\circ}14'20''$ East, 120.33 feet; thence South $76^{\circ}14'32''$ West, 15.25 feet to the Southeast (SE) corner of said Lot One (1);

THENCE North $04^{\circ}14'20''$ West along the East line of said Lot One (1), a distance of 120.00 feet to the POINT OF BEGINNING to which a radial line bears North $16^{\circ}11'32''$ West.

Parcel E:

That portion of Lot A of AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT NO. 2 as shown by map thereof on file in Book 42, page 4 of Plats in the Clark County Recorder's Office, Clark County Nevada, lying within the South Half (S 1/2) of Section 9, Township 21 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada and described as follows:

BEGINNING at the Southeast corner of Lot Three (3) in Block Eight (8) of said tract;

THENCE North $04^{\circ}14'20''$ West along the East line of said Lot Three (3), a distance of 120.06 feet to the Northeast (NE) corner thereof;

THENCE South $72^{\circ}04'56''$ East, 32.48 feet to an angle point in the West line of Lot One (1) in Block Seven (7) of said tract;

EXHIBIT "A" continued.....

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Continued
1 and file in...

92370010905

Order No.: 92-06-0071 RNS
2ND AMENDMENT

EXHIBIT "A" (CONT.)

THENCE South 04°14'20" East along said West line and it's Southerly prolongation, 108.74 feet to the Southwest (SW) corner of Lot K in said tract;

THENCE South 07°32'23" West, 30.10 feet to the POINT OF BEGINNING.

Parcel F:

That portion of Lot A of AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT NO. 2 as shown by map thereof on file in Book 42, page 4 of Plats in the Clark County Recorder's Office, Clark County Nevada, lying within the South Half (S 1/2) of Section 8, Township 21 South, Range 60 East, N.O.M., City of Las Vegas, Clark County, Nevada, described as follows:

BEGINNING at the Northwest (NW) corner of Lot Twenty-two (22) in Block Two (2) of said Tract;

THENCE South 04°14'20" East along the West line of said Lot Twenty-two (22), a distance of 120.00 feet to the Southwest (SW) corner thereof;

THENCE South 76°14'32" West, 15.25 feet;

THENCE North 04°14'20" West, 120.33 feet;

THENCE from a tangent bearing North 76°15'05" East, curving to the right along a 359.00 foot radius curve, concave Southeasterly, through a central angle of 10°25'54", an arc length of 15.25 feet to the POINT OF BEGINNING to which a radial line bears North 11°19'21" West.

Parcel G:

That portion of Lot C of AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT - NO. 2", as shown by map thereof on file in Book 42, Page 4 of Plats, in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of Section 8, Township 20 South, Range 60 East, N.O.M., City of Las Vegas, Clark County, Nevada and described as follows:

COMMENCING at the most Southerly corner of Lot Seventeen (17) in Block Four (4) of said "FOOTHILLS COUNTRY CLUB UNIT - NO. 2";

THENCE North 47°29'46" West, along the Southeasterly line of said Lot Seventeen (17), a distance of 126.73 feet to the most Westerly corner thereof, being the POINT OF BEGINNING on the Southeasterly line of the aforementioned Lot C;

THENCE continuing North 47°29'46" West, along the Northwesterly prolongation of the Southeasterly line of said Lot Seventeen (17), a distance of 15.96 feet;

EXHIBIT "A" continued.....

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Commissioner of the
Land Title Insurance Company

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Order No.: 92-06-0871 RND
2ND AMENDMENT

EXHIBIT "A" (CONT.)

THENCE North 33°29'28" East, 67.71 feet;

THENCE North 37°38'18" East, 19.22 feet;

THENCE North 45°19'05" East, 19.76 feet;

THENCE from a tangent bearing South 16°44'45" East, curving to the left along a 12.50 foot radius curve, concave Northeasterly, through a central angle of 110°14'24", an arc length of 24.05 feet to a point to which a radial line bears South 38°55'04" East;

THENCE South 27°26'31" East, 9.42 feet to a point on the boundary line common to "FOOTHILLS COUNTRY CLUB UNIT - NO. 1" and "FOOTHILLS COUNTRY CLUB UNIT - NO. 2";

THENCE South 42°30'14" West, along said boundary line, 111.64 feet to the POINT OF BEGINNING.

PARCEL THREE (3):

All of Lot B as delineated on the plat of AMENDED PLAT OF FOOTHILLS COUNTRY CLUB UNIT NO. 3, as shown by map thereon on file in Book 44 of Plats, Page 22, and as amended by Document recorded May 10, 1991 in Book 910810 as Document No. 00895, in the Office of the County Recorder of Clark County, Nevada.

Exhibit "A" continued.....

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Order No.: 92-06-6871 RNC
2ND AMENDMENT

14-00000
 14-00000

EXCEPTING THEREFROM any portion thereof lying within the boundaries of CANYON GATE COUNTRY CLUB UNIT NO. 2, as shown by map thereof on file in Book 44 of Plans, Page 100, in the Office of the County Recorder of Clark County, Nevada.

Exhibit "A" continued

8076



 COMMISSIONER OF LAND AND MINES
 Order No. 1 92-06-0871 RPA
 2ND AMENDMENT

EXHIBIT "A" (CONT.)

PARCEL FIVE (5):

The following description is appurtenant to Parcels One (1), Two (2), Three (3) and Four (4), previously described herein.

A non-exclusive easement for access, ingress, egress and maintenance purposes over that certain "Private Drive" and related areas as more fully set forth and described in that certain instrument entitled "Easement and Maintenance Agreement", recorded February 7, 1989 in Book 890207 as Instrument No. 00292 of Official Records of Clark County, Nevada.

CLARK COUNTY RECORDS
 2001 WEST HARRISON
 LAS VEGAS, NEVADA 89102
 A CALLER
 07-20-20 11:15 AM
 BOOK 800700 PAGE 00295
 REC 27.00 0077 9,191.00

003841

8077

JUDITH A. VAN DYKE OF
CLARK COUNTY, NEVADA
CERTIFIES THIS IS A
TRUE COPY OF THE
WITH RECORDS

JUN 2 '57

Glen C. Smith
CLARK COUNTY RECORDER

003842

8078

EXHIBIT "A" (CONT.)

CLARIFICATIONPARCEL FOUR (4):

THAT PORTION OF LOT B OF "FOOTHILLS COUNTRY CLUB UNIT NO. 1" AS SHOWN BY MAP THEREOF ON FILE IN BOOK 37, PAGE 20 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA LYING WITHIN THE SOUTH HALF (S 1/2) OF SECTION 5, SECTION 21 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH 89°50'13" WEST ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 1085.25 FEET TO THE INTERSECTION WITH THE CENTERLINE OF PECCOLE RANCH ROAD (A PRIVATE STREET 64.00 FEET WIDE); THENCE DEPARTING SAID SOUTH LINE ALONG SAID CENTERLINE, THE FOLLOWING THREE (3) COURSES: NORTH 00°09'47" WEST, 227.33 FEET; THENCE CURVING TO THE LEFT ALONG A 300.00 FOOT RADIUS CURVE, BRING CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 42°55'15", AN ARC LENGTH OF 224.73 FEET; THENCE NORTH 43°05'02" WEST, 292.91 FEET TO THE INTERSECTION WITH THE CENTERLINE OF DIAMOND SPRINGS DRIVE, (A PRIVATE STREET 32.00 FEET WIDE); THENCE NORTH 47°01'36" EAST ALONG THE SAID CENTERLINE, 191.56 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 42°58'24" EAST, 16.00 FEET TO THE MOST WESTERLY CORNER OF SAID LOT B; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT B, THE FOLLOWING THREE (3) COURSES; SOUTH 58°35'54" EAST 138.57 FEET; THENCE SOUTH 83°16'12" EAST, 471.33 FEET; THENCE SOUTH 69°35'39" EAST, 165.33 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY LINE OF LOT B, NORTH 53°48'16" EAST, 21.56 FEET; THENCE NORTH 87°16'09" EAST, 46.12 FEET; THENCE SOUTH 83°24'49" EAST, 52.89 FEET; THENCE SOUTH 12°08'52" EAST, 51.58 FEET; THENCE SOUTH 29°47'24" EAST, 10.01 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF LOT B; THENCE WESTERLY ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES: NORTH 69°07'41" WEST, 97.63 FEET; THENCE NORTH 69°35'39" WEST 43.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 4239 SQUARE FEET.

APN 163-05-801-001

RE-RECORDED

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

NEVADA TITLE COMPANY
06-11-97 08:00 ESP 19
OFFICIAL RECORDS
BOOK: 970611 INST: 00045
FEE: 25.00 RPT: EX003

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Exhibit 113

July 17, 2018

Via Email and Hand Delivery
bjerbic@lasvegasnevada.gov

Bradford R. Jerbic
Las Vegas City Attorney
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101

Re: Agenda Item Number 86—July 18, 2018 City Council Meeting

Dear Mr. Jerbic:

We write to you as co-counsel of the property owners to the various parcels of property comprising 253.92 acres ("Property") formerly known as the Badlands Golf Course. We write in reference to Agenda Item Number 86 for the City Council Meeting scheduled for July 18, 2018, and its attempted applicability to the Property. The City's proposed Bill No. 2018-24 (the "Proposed Bill") intends to establish new guidelines, which include criminal penalties for noncompliance, for golf course owners who cease operation of an established golf course regardless of whether they apply to develop property.

The Property is neither a golf course, nor open space. As you are fully aware the Property has been zoned RPD -7 for many years. Additionally, as further confirmed by the Clark County Assessor and the State Board of Equalization, the Property is residential and taxed as such under the "Vacant Single Family Residential" use classification. Our clients have paid millions of dollars in taxes based on this use classification. However, we understand that it is the intent of some members of the City Council to apply this Proposed Bill to the Property and its owners and for the reasons articulated below, this would be a clear violation of their constitutional rights that could be met with legal action including an action pursuant to 42 U.S.C. §1983.

Violation of the Ex Post Facto Clause and Equal Protection Clause

Any attempted application of the Proposed Bill to 180 Land Co., LLC, Seventy Acres, LLC, and/or Fore Stars, Ltd., would violate the *ex post facto* clause of the United States and Nevada Constitutions. Both the federal and state constitutions prohibit the passage of *ex post facto* laws. *U.S. Const. art. I, § 10; Nev. Const. art. 1, § 15*. This prohibition forbids the passage of laws that impose punishments for acts that were not punishable at the time they were committed. *See Weaver v. Graham*, 450 U.S. 24, 28, 101 S.Ct. 960, 67 L.Ed.2d 17 (1981).

Submitted at City Council

Date 7/18/18 Item 86

By: ELIZABETH HAM

003844

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We trust that you are aware of the prohibition on retroactive application of this agenda item; however, we request express confirmation that the City does not intend to apply the Proposed Bill to the Property or any of its owners.

Moreover, if applied to our clients, this new ordinance would violate the Equal Protection Clause of both the United States and Nevada Constitutions. The ordinance creates a class of one—the Property. In doing so, the City is acting arbitrarily and capriciously. This ordinance is reminiscent of Clark County's "big box" ordinance years ago that targeted Walmart (but not Target or Smith's) superstores and was held to be unconstitutional by the federal court.

With Badlands no longer in existence there are now 13 golf courses in the City. They are all either owned by the City or by the Homeowners Association or have restrictive covenants that prevent conversion of the golf course without certain actions taking place including homeowner approval. If Badlands Golf Course still existed, it would be the only property that the Proposed Bill applies to. The Property was clearly the only target of the ordinance. See *Village of Willowbrook v. Olech*, 528 U.S. 562 (2000) (holding Equal Protection Clause violated when law essentially creates a class of one by intentionally treating someone differently than others similarly situated). No one need pretend otherwise. In fact, it was named the "Yohan Lowie Ordinance" by a member of the City Council. The Equal Protection Clause requires government to treat citizens in the same manner in similar circumstances. The Proposed Bill is in direct conflict with the Equal Protection Clause.

Taking by Eminent Domain

It is clear that the Proposed Bill is one more of many other actions by the City of Las Vegas to take the landowners' property without payment of just compensation in violation of the United States and Nevada Constitutions and the Nevada Revised Statutes. The Proposed Bill singles out and targets the Property in an attempt to prevent any economical use of the Property. The Proposed Bill is further action by the City that continues to render the Property unusable and valueless to our clients.

The landowners have filed several complaints in inverse condemnation maintaining that the past actions by the City of Las Vegas have resulted in a taking of the Property. This Proposed Bill is action by the City that further confirms this taking. With this Proposed Bill, the City is acknowledging that it has and will continue to take any and all action to prevent the development of the Property. The City should expressly concede that it has inversely condemned the Property. The taking would be a permanent taking if our clients are entirely prevented from ever developing the Property or a temporary taking if the Court later orders the City to allow development on the Property.

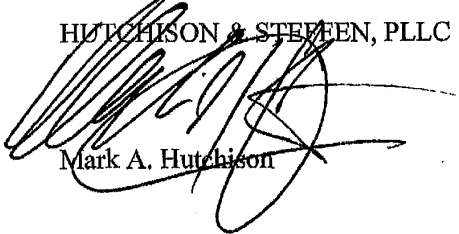
In short, to the extent that the City intends to adopt and apply this Proposed Bill to the Property, our clients will continue to vigorously fight for their constitutionally guaranteed rights. The City will face more lawsuits and judicial intervention. Even more tax payers dollars will be at risk for the City's unlawful and unconstitutional actions. These actions are motivated by and intended to curry favor with and appease a small group of wealthy and politically connected individuals who oppose development of any kind on the Property despite the ruling of a district court judge to the

Bradford R. Jerbic
July 17, 2018
Page 3

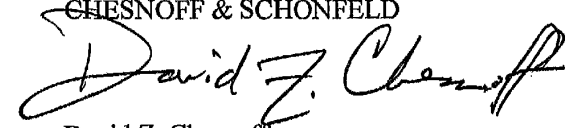
contrary, their own CC&Rs and purchase documents placing them on notice that the Property could be developed, and applications for permissible and compatible use consistent with the long-time "hard zoning" as the City Attorney and Planning Staff have repeatedly and publically confirmed.

Please include this letter as a submission in the record and in the packet of materials provided to the City Council concerning Agenda Item Number 86 for the July 18, 2018 meeting and any other meeting of the City Council or the Planning Commission considering this Proposed Bill. Thank you.

HUTCHISON & STEVEN, PLLC


Mark A. Hutchison

CHESNOFF & SCHONFELD


David Z. Chesnoff

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Exhibit 114

**CITY COUNCIL MEETING OF
MAY 16, 2018
VERBATIM TRANSCRIPT – AGENDA ITEM 66**

Bill No. 2018-5 - ABEYANCE ITEM - For possible action - Provides in preliminary or skeleton form an amendment to the Unified Development Code to establish a required process for public engagement in connection with the repurposing of certain golf courses and open spaces. Sponsored by: Councilman Steven G. Seroka [NOTE: It is anticipated that this bill may come forward to the City Council in amended form, with changes to the title and summary to reflect that it is no longer in preliminary or skeleton form and that it proposes an amendment to LVMC 19.16.010 to establish a required process for public engagement in connection with the repurposing of certain golf courses and open spaces.]

Appearance List

CAROLYN G. GOODMAN, Mayor
STAVROS S. ANTHONY, Councilman
VAL STEED, Chief Deputy City Attorney
MICHELE FIORE, Councilwoman
BOB COFFIN, Councilman
ROBERT SUMMERFIELD, Director of Planning
LOIS TARKANIAN, Councilwoman
STEVEN G. SEROKA, Councilman
CEDRIC CREAR, Councilman

(34 minutes) [2:43 – 3:17]

Typed by: Speechpad.com
Proofed by: Jacquie Miller

MAYOR GOODMAN

Okay. We will move on to Agenda Item 66, 65 was stricken. Sixty-six, Recommending Committee bills eligible for adoption at this meeting, Bill No. 2018-5. Councilman Anthony, would you like the bill read?

CITY COUNCIL MEETING OF
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30 **COUNCILMAN ANTHONY**

31 Yes, Mayor.

32

33 **VAL STEED**

34 Thank you-

35

36 **MAYOR GOODMAN**

37 Please.

38

39 **VAL STEED**

40 -Bill No. 2018-5, an ordinance to amend LVMC 19.16.010 to establish a required process for
41 public engagement in connection with the repurposing of certain golf courses and open spaces
42 and to provide for other related matters.

43 You have in your backup not only the initial bill but a couple of proposed First Amendments, the
44 most recent of which is labeled 5-1118 Update. That is the version that was heard by the
45 Recommending Committee this week. The Recommending Committee did not vote out either for
46 or against. There was, there were two competing one to one motions. So this comes forward to
47 you for possible adoption today without a recommendation. And that's my recitation of what
48 happened and why we're here.

49

50 **MAYOR GOODMAN**

51 Thank you very much. Do we have any comments, questions? Councilwoman? I see Mayor Pro
52 Tem your light's on, or is that an accident? Councilwoman?

53

54 **COUNCILWOMAN FIORE**

55 Thank you. As someone that sits on the Recommending Committee and - voted it down both
56 times, this particular ordinance, and I'm just going to read it again because it just needs to be said

57 and on the record. This bill is for one development and one development only. This bill is only

58 about Badlands Golf Course.

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59 For the past two years, the Las Vegas City Council has been broiled in controversy over
60 Badlands, and this is the latest shot in a salvo against one developer. Badlands and Queensridge
61 was a development that was poorly conceived and executed. The original developer did
62 absolutely nothing to stop development of the golf course and, in fact, allowed for that
63 development. Every person who bought in that development knew the golf course could be
64 developed. The Las Vegas City Council is now supposed to somehow fix this incompetence of a
65 developer that made millions with a flawed development. This is not our job.
66 There are currently three developments that are threatened by conversion of open spaces (sic) or
67 golf courses in the City of Las Vegas. Two of those developments are in my ward, in Ward 6.
68 This is why I'm so passionate about this ordinance. Because, to my fellow Councilmembers, you
69 must understand that this ordinance affects someone else's ward more than it affects the ward
70 members that are putting it out.
71 There are, so, as I said, out of those three, two of them are in my ward; Silverstone Golf Course
72 and Centennial Village. Silverstone is protected by CC&Rs that require 75 percent of the
73 homeowners approve any change in the golf course. This is what should have been done at
74 Badlands, but the developers either wanted the ability to develop the golf course or weren't smart
75 enough to protect the golf course. In my opinion, they left themselves the option to develop the
76 golf course.
77 Centennial Village is closer to what is happening at Badlands but not exactly the same. The
78 developers of Centennial Village did not record the necessary documents to complete the transfer
79 of Pop Squire's Park, and it has been in limbo since. The new owners of Pop Squire's Park are
80 now trying to develop the park, but at Pop Squire's Park, our system is working. I am supporting
81 the neighbors of the park, and the new owners do not believe they have the support of the City
82 Council to obtain the variances needed to convert the park to apartments. So they are working
83 with neighbors and trying to come to a solution that's going to work with all the parties
84 concerned.
85 Adoption of this ordinance will do nothing for these two problems in my ward. Okay? So we're
86 creating a citywide ordinance that affects by ward the most.
87 So, and I'm going to just stick to my notes so I don't get off topic. In fact, it might well hinder, I

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88 will tell you, any solution that we might come up with. Our - current system is working. I find it
89 unfathomable that we are even considering an ordinance that will do absolutely nothing but add
90 additional layers of bureaucratic meetings for developers and will not add one iota of - help to
91 the homeowners.

92 And so I'm gonna wait to question as we come up and talk on some other things I have, I have
93 questions about.

94

95 **COUNCILMAN COFFIN**

96 Your Honor?

97

98 **MAYOR GOODMAN**

99 Okay. Councilman Coffin?

100

101 **COUNCILMAN COFFIN**

102 Thank you, Your Honor. I'm not the sponsor of the bill, but I do want to weigh in as I have heard
103 testimony. And thank you very much for conducting the Recommending Committee without me
104 there Monday. I couldn't be there, and I do appreciate the fact. But I knew the bill pretty well,
105 and I know that it doesn't address the current topic du jour of a, of a certain golf course in the
106 western part of town. That would be retroactive treatment, and I don't see how we can draw a
107 conclusion or a connection between a bill discussing the future with something that's been in
108 play for quite a long time.

109 So I - think we've got to separate those two out. For one thing, one, if we were to connect these
110 two, then someone might interpret this action today as somehow influencing the discussion on
111 Badlands, and that is not what we wanna do. We want to keep it separate and keep it clean, and
112 this bill has nothing to do with that as far as I am concerned. Thank you very much, Your Honor.

113

114 **MAYOR GOODMAN**

115 Okay. Well, I'd like to add to that. I just do think, and I don't know where Mr. Summerfield is,
116 and nor is this appropriate, so catch me, Mr. Steed, if you could on things that I might be

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117 addressing that I shouldn't be. So. My question is, up until this point, I didn't think anything was
118 broken and it has been working for years, and I don't know how many years a Unified
119 Development Code has been sufficing.

120 One of the worst things that happens in government is adding more and more meetings, more
121 and more layers, more cumbersomeness to moving business and investors and developers
122 smoothly, as quickly as possible, which is why the City has been remarkable when you look at
123 what happens in the County and in other communities across the country. So, I don't know, am I
124 allowed to ask staff for their assessment or not?

125

126 **VAL STEED**

127 Their assessment of the ordinance?

128

129 **MAYOR GOODMAN**

130 Their assessment of whether the Uniform Development Code has been broken to this time.

131

132 **VAL STEED**

133 That's fine. You're - talking about the way it addresses open space?

134

135 **MAYOR GOODMAN**

136 Correct.

137

138 **VAL STEED**

139 Correct. Yeah, that's fine.

140

141 **MAYOR GOODMAN**

142 So has it been, is it broken, has it been broken and does it need addressing?

143

144 **ROBERT SUMMERFIELD**

145 Madam Mayor, the - current system has been place, in place for quite a number of years.

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146 **MAYOR GOODMAN**

147 How many, about?

148

149 **ROBERT SUMMERFIELD**

150 The current, the UDC is from 2011. The - substantive part of the Code, though, has been in place
151 over various iterations. It's actually been a couple different codes. But substantially, the Code has
152 remained the same in terms of its process with modifications. As you kind of mentioned, we've
153 streamlined the process over the course of many years to get us to a - fairly quick, uniform
154 process that we have now.

155 I can't speak to that no project has had controversy. Obviously, there are projects that have
156 controversy that come before the Planning Commission and City Council. But statutorily, the
157 only application that we need to have a neighborhood meeting is related to the General Plan
158 Amendment. We do have in a couple special area plans, like in Town Center, we do require a
159 neighborhood meeting if someone wants to waive a condition or waive a provision for a Special
160 Use Permit, say an alcohol distance separation. We require a neighborhood meeting for there.
161 Those are really the only circumstances Code requires a neighborhood meeting. Quite often,
162 members of the Planning Commission or City Council, when there are controversial items that
163 come forward, will request a neighborhood meeting. This would be the first time that we would
164 require some form of engagement program prior to the actual submission of an application. In
165 both the case of a General Plan Amendment and the case of the Town Center items that I
166 mentioned, both of those are instances where the applicant actually applies for the entitlement
167 that they're requesting, and then prior to that item being heard at a public hearing, they're
168 required to have that neighborhood meeting. So that would be the - slight twist on this.
169 The amendment that is before you, that we did take to Recommending, does reduce the required
170 meetings to - one required meeting in the case of this type of development.

171

172 **MAYOR GOODMAN**

173 Okay. Well, I just, you know I - take such great pride in what's been happening almost over the
174 past 20 years and getting through the recession and how the City has stepped out far and above

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175 any other government body to move things smoothly and as rapidly as we can to help the private
176 sector get through the process. And knowing developers who have been through the mill before,
177 they know they have to include the public in those meetings. They know it because we're gonna
178 hear from them, and we are the elected body who represents them.
179 So I can't take a brush and paint everything and add another layer of government. I cannot
180 support this. I haven't been in support of it only for the fact that it is, there are pieces, you've
181 brought them out, that have come to us, that are unique, and we must deal with each - situation
182 on its uniqueness. So I cannot be in support of it. I wanted, you live, eat, and breathe this. I live,
183 eat, and breathe other things. So you live it. This is your area, and I did want to hear from you
184 with the permission of our attorney.
185 So thank you very much and would welcome anybody's comment, anybody else who would like
186 to make a comment. I'm just for business development and streamlining and not getting
187 government putting another meeting, another, more work in it when it's not broken yet.
188 Okay. Councilwoman, yes?

189

190 **COUNCILWOMAN TARKANIAN**

191 Well, if somebody is going to say that we're not broken after what we've gone through recently, I
192 - can't believe that.

193

194 **MAYOR GOODMAN**

195 That's one. I'm talking overall. This is one.

196

197 **COUNCILWOMAN TARKANIAN**

198 I know. But - it doesn't, I, we're, I don't, I don't know if we're as solid in that as we seem to be.
199 I'm not gonna contradict you, 'cause I know you feel strongly. I would like to say, however, my
200 understanding is, and I believe very strongly, that we are crystal clear with residents that, and we
201 are requiring only one meeting now. We're not saying you have to have three or four or anything.
202 Can you, some changes have been (sic) made. I'm not quite sure of all the changes, and I'd just
203 like to hear what they are. If we talk about transparency, I don't know what's wrong with having

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204 a neighborhood meeting before you get into something, because this type of open space affects
205 everybody that lives in the area, any area.

206

207 **ROBERT SUMMERFIELD**

208 Through you, Madam Mayor.

209

210 **MAYOR GOODMAN**

211 Please.

212

213 **ROBERT SUMMERFIELD**

214 So, yes, Mayor-

215

216 **MAYOR GOODMAN**

217 Again, state your name, please. Sorry.

218

219 **ROBERT SUMMERFIELD**

220 -Sorry. So, over on this side, Robert Summerfield, Director of Planning. So, Mayor Pro Tem,
221 you're correct. So in the original version of this bill, it did require a number of neighborhood
222 meetings, a number of design workshops. There were a number of things that were going to be
223 required when you were doing this type of infill or - new development in an area that had
224 previously been developed as open space.

225

226 **COUNCILWOMAN TARKANIAN**

227 And they're no longer required, as I understand.

228

229 **ROBERT SUMMERFIELD**

230 Under the Proposed Amendment, there's only one-

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231 **COUNCILWOMAN TARKANIAN**

232 One meeting required.

233

234 **ROBERT SUMMERFIELD**

235 -required meeting. There's a number of guidelines for other steps that could be followed to which
236 the Planning Commission or the City Council could direct a developer in - a more complicated
237 project. They could ask, You know what? You're only required one neighborhood meeting, but
238 I'd like you to do the alternative statement, or I'd like you to hold at least a design workshop. So
239 those have all become guidelines-

240

241 **COUNCILWOMAN TARKANIAN**

242 Which you can do now.

243

244 **ROBERT SUMMERFIELD**

245 - in the current version of the bill. Which - you could do now. In the current bill, there's only one
246 required neighborhood meeting that's a part of the Public Engagement Program. And then there's
247 a summary report. So it's, there's two pieces of the requirement in the Proposed Amendment.
248 There's the one neighborhood meeting prior to submitting your application to the City of Las
249 Vegas for your entitlement request, and then as a part of that application submittal, you have to
250 submit what's called the Summary Report, which outlines the activities that you conducted as a
251 part of that Public Engagement Program. So if you only have the one meeting, you'll only
252 identify in the Summary Report that you conducted the one meeting and how you did that and
253 what was heard and if you've done anything to change your - plan based on the comments that
254 you heard at that meeting. If you do other things, then you would include those in your Summary
255 Report as well. But those are the only two requirements in the current Proposed Amendment that
256 you have before you.

257

258 **COUNCILWOMAN TARKANIAN**

259 I - just don't see what is so difficult about having a neighborhood meeting. We have them all the

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260 time in our ward. And then writing a report on it because that you could do in two sentences.
261 And if we're going to let (sic), if this is only going to relate to one open space area, part of it's
262 because of decisions we've made on who would be considered or who would not be. I just can't
263 see why this is such a big problem. I'm sorry.

264

265 **COUNCILMAN SEROKA**

266 Mayor, if I may?

267

268 **MAYOR GOODMAN**

269 Yes. I'm going to. I think so. Please, Councilman Seroka?

270

271 **COUNCILMAN SEROKA**

272 Thank you. Council and to the public, this bill is about two things only. It is about transparency
273 and accountability. That's it. If you like transparency and you like accountability, you like this
274 bill. What it says is if you're gonna build in somebody's backyard, you're gonna hold a meeting,
275 you're gonna talk about it, you're gonna write down what you heard, and you're gonna come
276 forward to the Council or wherever you go and say, This is what I heard, this is what I'm gonna
277 do about it. That's simple. The difference with this bill is that you do write down what you heard
278 and what you're gonna do about it. We don't have any guidelines for that.

279 So let's explain, let's explain the origins of this bill so that there's no misunderstanding or no
280 misrepresentation as there has been. This bill was born out of a change in the building
281 environment in Las Vegas and across the country. Up til now, our City has been growing
282 outwardly in rings, outwardly, out. We've been building in pristine desert with no neighbors or
283 few neighbors, and we've encouraged development. And that is a good thing. We allow
284 conditions and studies to be submitted after we make approvals. We allow things to be done that
285 you wouldn't necessarily be done if you were building inside of a - neighborhood. But now that
286 we've reached the exterior of our valley, it is interest, there is interest in building inward, and that
287 is not new across the country. It's new to Las Vegas. So as we are beginning to experience that
288 phenomena here in our amazing community, we have thousands of acres of available land for

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289 potential development that could require a good dialogue and a good policy where we have none.
290 So our current policies do not address that interior-type development, building inside of a
291 completed master plan community. We don't have any engagement or rules. So what was
292 directed to the staff, in September, was to do a study of the best practices around the country.
293 And where did this come from? This came from a meeting in my office, where we were sitting
294 with the City Attorney, the Deputy City Manager for Planning, the Director of Planning, and the
295 Assistant Director of Planning and said, Hey, how do we make things work better in the future?
296 And this was the ideas not of (sic) me, but of the group and all in the room that said, Hey, our
297 policies don't address this. So we just heard one question answered. But really, the - genesis of
298 this is that our policies do not address this type of development. So we looked around the best
299 practices around the country, clearly not targeting any specific article of land. And I, I'll ask the
300 attorney. Val, does this target any one specific piece of land?

301

302 **VAL STEED**

303 The - way it's drafted, it doesn't. It - picks up any number of open spaces and golf courses that
304 may or may not eventually be or currently under private ownership. I can't remember, the staff at
305 one time identified the number of parcels it applies to. So, although the genesis may have come
306 from a particular awareness of one project or one or more projects, the - reach of this ordinance
307 of necessity has to sweep more broadly. We can't draft an ordinance that targets only one piece
308 of property.

309

310 **COUNCILMAN SEROKA**

311 Thank you. And with that in mind, as far as the scope of what is affected, in Ward 2 there was
312 twice the amount of open space acreage that - this could apply to than any other ward in the, in
313 the city. In addition, it is over four times that of the - ward that's in the northwest, four times the
314 open space that could be affected. So what we did was we took the best practices and we said,
315 Hey, what is the best way to do that? And we learned that communication is key. And so we said
316 let's communicate and let's give options to those that can communicate. And let's have the -
317 developer make sure they're listening to those that are speaking, write down what they heard and

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318 what they're gonna do about it. It is truly transparency and accountability, and it is also
319 consistent with the guidance that the City Council gives applicants across the board, that if there
320 is something that is potentially controversial, we say, Please go forward, have a neighborhood
321 meeting, fix it before you come back. We do it with short-term rentals. We do it with
322 controversial work. And most of that happens before it even comes to Council.
323 So what I mean by transparency is this gives notice to everyone. If you're going to do this kind of
324 development, you do it. You do a meeting ahead of time. You know it's coming. You all know
325 it's gonna happen. It's gonna happen outside of Council chambers, and you're going to work
326 through it. Accountability means you're gonna write it down and you're gonna tell us, everybody
327 what you're gonna do about it so you're held to what you spoke about and what you agreed to.
328 It is relatively simple, as Mayor Pro Tem said. It is not an encumbrance when you consider the
329 number of hours and hours and hours that it would prevent from happening in Council chambers,
330 planning sessions elsewhere if you just do it ahead of time.
331 So this case is addressing the changing environment of development, it takes best practices from
332 across the country of successful (sic) language and it applies it here with - part of our pillars that
333 our City stands on, which are transparency and accountability. Thank you.

334

335 **MAYOR GOODMAN**

336 Thank you. Councilman Anthony?

337

338 **COUNCILMAN ANTHONY**

339 Thank you, Mayor. I - heard this ordinance a couple of times during Recommending. So I just
340 want to put on the record what happened and how I voted.

341 So, when the ordinance first came to Recommending, the - crux of the ordinance was that it
342 wanted to increase public engagement when it comes to open space. So, can't argue with that.
343 That sounds like a great thing. So that passed muster for me. The second thing was what exactly
344 was a definition of open spaces, and that was not clear in the original ordinance. And then the
345 third thing is the number of meetings. The original ordinance had seven mandatory meetings, and
346 I had a problem with that. So at Recommending, I - asked staff to -, you know, go back to the

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347 drawing board and do two things. Number one, define further what the definition of open space
348 is 'cause that's specifically what we're dealing with here, and I - can't support seven mandatory
349 meetings. That's just, that was not good for me. So they came back. At the last (sic) meeting,
350 they came back. Tom Perrigo and the attorneys came back with the First Amendment, and they -
351 tightened up the definition of open space, so that's very clear what that was about, and they
352 brought the number of mandatory meetings down to one instead of seven, and the other six were
353 just on the may list, depending on what Planning asked for, depending on what the City Council.
354 So I'm good with that. The definition is clear. It's only one mandatory meeting. It deals
355 specifically with open spaces. It increases public engagement. And that's why I - supported the
356 ordinance at the Recommending Committee. So I just wanted to put that on the record.

357

358 **MAYOR GOODMAN**

359 I appreciate that. I mean I think that is clarifying. I, I'm gonna ask our Director to come back to
360 the microphone, please.

361 For open space development over the, your recent years working for the City, can you recall
362 meetings that there have not been, the public has not been involved? The only thing I'm
363 questioning, and I do really appreciate what Councilman Anthony has done in reducing the
364 cumbersomeness of all those meetings down to one, I mean I think, and clarifying what the open
365 space means. But I can't recall any development where they haven't had meetings in the past.
366 And when in fact there is a problem, we're full. They come in, the public comes in. I thought
367 everything was transparent. Everything is up on the website, what's going on. And maybe I am
368 totally smoking what is now available in this community, which I don't do.

369 So, can you clarify for me, I - appreciate Councilman Seroka's talk about transparency, but I
370 have always been a firm believer that everything we're doing at City is on the website and public
371 information. So I need a clarification there. What's hidden?

372

373 **ROBERT SUMMERFIELD**

374 Madam Mayor, Madam Mayor, so-

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375 **MAYOR GOODMAN**

376 Again, your name? Sorry.

377

378 **ROBERT SUMMERFIELD**

379 -again, Robert Summerfield, Director of Planning. So, the, in the past, prior to the, this ordinance
380 being available, that, what you're saying is absolutely correct. I don't know of any project that
381 came through that had contention where there wasn't either a Planning Commission or a City
382 Councilperson who actually held the item and directed the applicant to go back and meet with
383 the neighborhood. Typically, that is - how that happens.

384 The difference here is that this would, we only require neighborhood meetings as a matter of
385 form, as a matter of procedure in those cases I mentioned earlier, the General Plan Amendment
386 or the waivers of certain Special Use Permit provisions if it's in Town Center. This puts certain
387 types of development, in the case of repurposing of a golf course open space, golf course or open
388 space, that it would have a neighborhood meeting. This outlines various procedures on how
389 public engagement might be performed. We do not have anything that outlines how public
390 engagement is done under the current code.

391 So even the neighborhood meeting that we require, and - I think the Councilman was, kind of
392 alluded to this, even in the cases where we do have a neighborhood meeting required for a
393 General Plan Amendment or a waiver of a Special Use Permit provision or in the case where a
394 member of Council or Planning Commission requests that the applicant or order the applicant to
395 have a neighborhood meeting, we don't actually have any process in place other than usually the
396 ward office will send a staff member to observe the Planning Department on a required meeting
397 will send a staff member to observe. But there's no, there's no note taking that's necessarily
398 required. There's no reporting afterwards. Staff, again on a required meeting, will indicate in the
399 Staff Report that a meeting has occurred, and whatever notes they've taken will be transcribed.
400 But there currently is no codified or outlined procedure, other than a neighborhood meeting
401 should be conducted.

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402 **MAYOR GOODMAN**

403 Okay. So, but to your knowledge, everything that we do at the City is transparent?

404

405 **ROBERT SUMMERFIELD**

406 Correct.

407

408 **MAYOR GOODMAN**

409 I mean, that's number one.

410

411 **ROBERT SUMMERFIELD**

412 Yes.

413

414 **MAYOR GOODMAN**

415 The second issue I wonder about, having been to all these meetings, in particular, the, when we
416 notify and we notify by the resident address and sometimes they've moved and they're in a rental,
417 we have had many a meeting where people will come and say, I - didn't get that notification. I
418 mean, not once but many times that they have not received the notification. So what happens is,
419 because we're putting that layer in, into an ordinance, not as a recommendation, then we are
420 opening a new can of worms, to me, that we get more meetings required and abey more items,
421 which slows down the process. There is no way that this community of outspoken people is
422 gonna sit by and let a major, and we know that because we've had this issue ongoing for two and
423 a half years now and it's been very vocal, that through history, to your knowledge, one, we've
424 been transparent; two, the ward person is really the one that is the - pinnacle through which
425 things, you have complaints and issues. What I'm driving at is I have seen so many times we
426 have or a developer's had a meeting to get complaints beyond that, I didn't get my notification,
427 so I wanna press on, and you get enough people to come to a meeting, I want to abey it. Then
428 meanwhile, any developer anywhere has a - timeline that they're working on.
429 So, to me, I still, I appreciate so much Councilman, I appreciate Councilman Seroka's effort. I
430 think it's totally reasonable and right. I do take umbrage with the fact of being transparent,

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431 because I, that's something I espouse all the time and so does the City and our manager. I
432 appreciate that Councilman Anthony, again, brought this back to one required.
433 I don't like the fact that you record the minutes and have to answer and address the things, 'cause
434 they may be ridiculous what's being asked, but now you've got a recordation, and it may be only
435 one side of the coin that's out there asking for these issues. And now you're having to slow it
436 down again, because now we have to address the issues.
437 I still cannot support it. I am about streamlining business and less government. And so, to me,
438 the fact that you're standing there as the Director of Planning and to say to the best of your
439 knowledge we are transparent.

440

441 **ROBERT SUMMERFIELD**

442 Yes, Mayor, to the best of my knowledge, I believe we are transparent in our current policies,
443 procedures-

444

445 **MAYOR GOODMAN**

446 Right.

447

448 **ROBERT SUMMERFIELD**

449 -and the way that we do it.

450

451 **MAYOR GOODMAN**

452 And so-

453

454 **ROBERT SUMMERFIELD**

455 When we attend a meeting, we - report on the meeting that we have attended as a-

456

457 **MAYOR GOODMAN**

458 So this is all-

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459 **ROBERT SUMMERFIELD**

460 -part of that Staff Report.

461

462 **MAYOR GOODMAN**

463 -To me this is all about encouraging development, good development, having participation.

464 Good developers always include the public and the community. If they're not, then they're not
465 good developers perhaps, or maybe they're wrong sided.

466 But to me, this is just another layer. And having worked in this position and familiar with what
467 went on the prior 12 years, I know the impact of the angry people come out and scream. And it's
468 always that way, the people who will figure, let the good come out in the world don't come.

469 So what will happen is we will have the list made by perhaps those who are the anti's, and then
470 we have to address them, what means the whole project abeys. And I am concerned with

471 government involvement and timing and slowing down the process to good development and
472 good developers. Good developers and good people include the public, and we are transparent.

473 So as much as I'd like to and I appreciate your effort Councilman Seroka, and I thank you

474 Councilman Anthony, that was great to get it down to the minimum of a meeting, I could go for
475 it if it were just a meeting. I don't like the recordation and what are you gonna do about it, 'cause
476 you could have the wrong side of the coin demanding that and slowing it down. I could go for
477 one meeting, but not the recordation and what are you doing about it.

478

479 **COUNCILWOMAN FIORE**

480 Mayor?

481

482 **MAYOR GOODMAN**

483 Yes?

484

485 **COUNCILWOMAN FIORE**

486 So addressing that, and thank you so much because when I'm looking at this bill and what it
487 does, Bill No. 2018-5, aka **I call it the Yohan Lowie Bill**, I look at this simply because, you know

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488 some of our peers talked about transparency and they're - totally okay with it being transparency
489 and they use sexy words about, you know, it's a national problem. Well, first of all, there are six,
490 seven us up here. You represent the whole City, and each of us represent each ward. So, as
491 another representative in their ward is affecting my ward greatly, it's - a problem. That's number
492 one. Number two, to be very transparent, this ordinance that is being processed for one
493 developer, just to be transparent, is I've done my research and I've asked questions and, to staff.
494 There's been over 55 meetings with this one particular item that we are now creating a - broad
495 brush, as you said, Mayor, across the City of Las Vegas.
496 So, again, I'm (sic) asking my peers on this Council, you know, if, your ward is your ward, my
497 ward is my ward. Please do not put in effect ordinances that affect my ward greatly than your
498 ward. That's what I'm asking.

499

500 **COUNCILMAN SEROKA**

501 Mayor, Mayor, if I may?

502

503 **MAYOR GOODMAN**

504 Councilman?

505

506 **COUNCILMAN SEROKA**

507 Thank you. I appreciate the comments. In - essence, the comments here today have actually
508 justified the need for requiring a meeting and for the recordation of the meeting and
509 acknowledging that and making it transparent that this is required before you come to Planning
510 Commission, before you come to City Council and you actually bring that documentation with
511 you. And it's not the government doing it. It is the applicant doing it.

512 **With that in mind, I move to approve the bill that is in question, Agenda Item 66, Bill No.**
513 **2018-5.**

514

515 **MAYOR GOODMAN**

516 Thank you.

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517 **COUNCILMAN SEROKA**

518 And that is my motion.

519

520 **MAYOR GOODMAN**

521 There is a motion. Please vote.

522

523 **COUNCILMAN COFFIN**

524 May I speak on the motion, Mayor?

525

526 **MAYOR GOODMAN**

527 Nope. We've had enough time. Please vote.

528

529 **COUNCILMAN SEROKA**

530 **Including the First Amendment.**

531

532 **VAL STEED**

533 Yeah.

534

535 **COUNCILMAN SEROKA**

536 Including the First Amendment.

537

538 **COUNCILMAN COFFIN**

539 That would be out of order.

540

541 **MAYOR GOODMAN**

542 Please vote. Let's see if it passes. Then you can-

543

544 **VAL STEED**

545 Mayor-

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546 **MAYOR GOODMAN**

547 -come back and make-

548

549 **VAL STEED**

550 Mayor, let's make sure we know what we're voting on. We have a Proposed First Amendment

551 (5-1-18 Update). Is that what your motion is on, Councilman?

552

553 **MAYOR GOODMAN**

554 Correct, that's what I believe he, Councilman said. Yes.

555

556 **COUNCILMAN CREAR**

557 What is that that we voted on, the First Amendment?

558

559 **MAYOR GOODMAN**

560 Yes.

561

562 **COUNCILMAN CREAR**

563 We're voting on the ordinance, 66?

564

565 **COUNCILMAN CREAR**

566 Okay. I'm just-

567

568 **COUNCILWOMAN TARKANIAN**

569 The First Amendment, as I understand, is where we only have one meeting required-

570

571 **MAYOR GOODMAN**

572 And a recordation.

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573 **COUNCILWOMAN TARKANIAN**

574 -and a recordation, which could be one or two lines, unless you want to be lengthy.

575

576 **MAYOR GOODMAN**

577 And before Planning, it goes anywhere. I mean, that's where it is. Okay. Please vote. And please

578 post. And the motion carries. Thank you very much. **(The motion to Approve as a First**

579 **Amendment passed with Mayor Goodman and Councilwoman Fiore voting No).**

Exhibit 115

Opening Statement:

This needs to be said. This bill is for one development and one development only. This bill is only about Badlands Golf Course. For the past two years the Las Vegas City Council has been broiled in controversy over Badlands and this is the latest shot in a salvo against one developer. Badlands and Queens Ridge was a development that was poorly conceived and executed. The original developer did absolutely nothing to stop development of the golf course and, in fact, allowed for that development. Every person who bought in that development knew the golf course could be developed. The Las Vegas City Council is now supposed to somehow fix the incompetence of a developer that made millions with a flawed development. That is not our job.

There are currently three developments that are threatened by conversion of open spaces or golf courses in the City of Las Vegas. Two of those developments are in Ward 6, my Ward; Silverstone Golf Course and Centennial Village. Silverstone is protected by CC&Rs that require 75% of the homeowners approve any change in the golf course. This is what should have been done at Badlands but the developers either wanted the ability to develop the golf course or weren't smart enough to protect the golf course. In my opinion they left themselves the option to develop the golf course. Centennial Village is closer to what is happening at Badlands but not exactly the same.

The developers at Centennial Village did not record the necessary documents to complete the transfer of Pop Squire's Park and it has been in limbo since. The new owners of Pop Squire's Park are now trying to develop the park. But at Pop Squire's Park our system is working. I am supporting the neighbors of the park and the new owners do not believe they have the support of the City Council to

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obtain the variances needed to convert the park to apartments, so they are working with the neighbors and trying to come to solution that will *work* for all the parties concerned.

Adoption of this Ordinance will do nothing for these two problems in my Ward. In fact, it might well hinder any solution we might come up with. Our current system works. I find it unfathomable that we are even considering an Ordinance that will do absolutely nothing but add additional layers of bureaucratic meetings for developers and will not add one iota of help to homeowners.

I have a few additional questions, but my main question is:

Brad Jerbic and Tom Perrigo had innumerable meetings with the developer and with the homeowners impacted by the conversion of the Badlands Golf Course. The developer and the homeowners also had many meetings discussing the proposed development of the golf course. Were those meetings substantially different then what is required in this Ordinance, if so, how? *no answer*

Questions:

1. It has *been* my belief that the development of Badlands will be decided by the Courts. Would this Ordinance have kept us out of the Courts? *— no*
2. If this Ordinance fails it will not create any additional litigation. If this Ordinance passes in my opinion it will probably be either included in ongoing litigation or new litigation will ensue. In your opinion will this Ordinance increase or decrease the likelihood that the City will end up in the Courts if similar developments come before the City Council? *— no —>*
3. On the Proposed First Amendment (5-1-18 Update) on page 1; lines 23 and 24, new language was added that included “a

- GSA
- development within an R-PD District." Is Badlands and the surrounding residential areas an R-PD District and was this added to include that specific development? — *no answer* —
4. On the Proposed First Amendment (5-1-18 Update) on page 2, lines 5 through 7, exempts "open space pertaining to a nonresidential development where that open space functions as an area for vehicle parking, landscaping, or any similar incidental use." In addition, Section 8 on Page 6, Lines 1 through 3, repeals anything in the Municipal Code that conflicts with this Ordinance. If a developer decides they do not want required landscaping that is in place will they be able to eliminate that landscaping? If not, why not? — *yes - if -* —
5. The Public Engagement Program specifically allows a developer to hold only one meeting, Page 2, Lines 15 to 19. It does, however, "encourage" additional meetings. If a developer decides to have only one meeting is there anything in the Ordinance requiring him to have more than one meeting? *no*
6. Why did you add the language "As part of and in consideration of development approval, has been formally" on page 5, line 4, added to the Ordinance? — *thank you -* —
7. The Council, and the Planning Commission, require neighborhood meetings on a regular basis for controversial zoning matters. Can we not require everything in this Ordinance for controversial matters without this Ordinance? —

Closing Statement:

I stand by my original statement; this Ordinance adds nothing to our existing zoning procedures except a layer of bureaucracy. Everything this Ordinance requires can be required by the Planning Commission or

the City Council. Why do we need another Ordinance to make us do our jobs?

It is unfathomable to me that we are even considering this Ordinance. We have tracts of land in Wards 2 and 6 that can be developed to help with our budget problems. We will be approving a budget later this month that includes a 2% cut in discretionary spending and, if we adopt this Ordinance, we will be requiring extra hours being spent on meaningless meetings. Do we want to do this?

Do we want to send a message to developers that the minute something comes up that is controversial or requires us to make a hard decision we will tie our hands in the future, so we don't have to make those decisions? Making those decisions are what we were elected to do. I, for one, take that responsibility seriously and will be voting Nay on this Ordinance.

1 2. **Exceptions.** This Subsection (G) does not apply to:

2 a. Any project that has been approved as part of the City of Las Vegas Capital Improvement Plan.

3 b. Any project that is governed by a development agreement that has been approved pursuant to LVMC
4 19.16.150.

5 c. The repurposing of any area that has served as open space pertaining to a nonresidential development
6 where that open space functions as an area for vehicle parking, landscaping, or any similar incidental use.

7 d. The reprogramming of open space recreational amenities that simply changes or adds to the
8 programming or activities available at or within that open space.

9 e. Open space entirely controlled by a common interest community, where the governing documents
10 set forth a procedure for repurposing open space and the applicant provides evidence of approval of the common
11 interest community pursuant to relevant Declaration of Covenants, Conditions, and Restrictions shall be deemed
12 compliant with this section.

13 3. **Requirements.** In connection with the scheduling of a pre-application conference pursuant to LVMC
14 19.16.010(B)(5), the applicant for a repurposing project subject to this Subsection (G) must provide to the
15 Department in writing a proposed Public Engagement Program meeting the requirements of Paragraph 4 below.
16 The requirements of this Subsection (G) must be completed before the submission and processing of the land use
17 application(s) to which the pre-application conference applies.

18 4. **Public Engagement Program.** The Public Engagement Program (PEP) shall include, at a minimum, one
19 in-person neighborhood meeting regarding the repurposing proposal and a summary report documenting public
20 engagement activities. The applicant is encouraged, but not required, to conduct additional public engagement
21 activities beyond those required by the preceding sentence. Additional public engagement activities may include,
22 but are not limited to, the following components:

23 a. Applicant's Alternatives Statement. This document is designed to inform the Department and
24 stakeholders about the applicant's options and intentions, including the following statements:

25 I. A statement summarizing the alternatives if the golf course or open space is not repurposed
26 and the current use of the property ceases.

| City Assigned Number | PROPERTY | SUBJECT TO PRIVATE DEVELOPMENT? | REASON WHY | TREASURER LAND USE DESIGNATION |
|----------------------|----------------------------------|---------------------------------|---|--------------------------------|
| 1 | Canyon Gate Country Club | NO | Restrictive Covenants | Golf Course. Private |
| 2 | Former Badlands Golf Club | YES | Privately owned with residential zoning and no restrictive covenants | Vacant. Single Family. |
| 3 | Angel Park Golf Club | NO | Owned by City of Las Vegas | Golf Course. Public. |
| 4 | TPC at The Canyons | NO | Restrictive covenants | Golf Course. Private. |
| 5 | TPC at Summerlin | NO | Restrictive covenants | Golf Course. Private. |
| 6 | Eagle Crest Golf Club | NO | Owned by HOA | Golf Course. Semi-Private. |
| 7 | Highland Falls Golf Club | NO | Owned by HOA | Golf Course. Semi-Private. |
| 8 | Palm Valley Golf Club | NO | Owned by HOA | Golf Course. Semi-Private. |
| 9 | Painted Desert Golf Club | NO | Restrictive covenants | Golf Course. Public. |
| 10 | Los Prados Golf Course | NO | Owned by HOA | Golf Course. Semi-Private. |
| 11 | Las Vegas Golf Club | NO | Owned by City of Las Vegas | Golf Course. Public. |
| 12 | Desert Pines Golf Club | NO | Owned by City of Las Vegas | Golf Course. Public. |
| 13 | Durango Hills Golf Course | NO | Owned by City of Las Vegas | Golf Course. Public. |
| 14 | Silverstone Golf Course | NO | Restrictive covenants | Golf Course. Semi-Private. |
| | The Lakes | NO | Owned by HOA | Improved Common Area |
| | Desert Shores | NO | Owned by HOA | Improved Common Area |

Submitted At Meeting
Stephanie Allen
 Date *5/14/18* Item *3*



003873

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Exhibit 116

**RECOMMENDING COMMITTEE MEETING OF
MAY 14, 2018
VERBATIM TRANSCRIPT – AGENDA ITEM 3**

Bill No. 2018-5 - ABEYANCE ITEM - For possible action - Provides in preliminary or skeleton form an amendment to the Unified Development Code to establish a required process for public engagement in connection with the repurposing of certain golf courses and open spaces. Sponsored by: Councilman Steven G. Seroka [NOTE: It is anticipated that this bill will be presented to the Recommending Committee in amended form, with changes to the title and summary to reflect that it is no longer in preliminary or skeleton form and that it proposes an amendment to LVMC 19.16.010 to establish a required process for public engagement in connection with the repurposing of certain golf courses and open spaces.]

Appearance List

STAVROS ANTHONY, Councilman
ROBERT SUMMERFIELD, Director of Planning
MATT WALKER, Brownstein Hyatt Farber Schreck on behalf of the Southern Nevada Homebuilders Association
MICHELE FIORE, Councilwoman
VAL STEED, Chief Deputy City Attorney
STEVEN SEROKA, Councilman
DALE ROESENER, 9811 Orient Express
ELAINE WENGER-ROESENER, 9811 Orient Express Court
RON IVERSEN, 9324 Verlaine, Queensridge community resident
ART NOFFSINGER, 9408 Queen Charlotte, Queensridge resident
IRENE LEE, 9631 Orient Express
RENA KANTOR, 9408 Provence Garden Lane
DONNA LEFEVER, 9433 Queen Charlotte
STEPHANIE ALLEN, 1980 Festival Plaza, on behalf of the multiple owners of the former Badlands Golf Course

**RECOMMENDING COMMITTEE MEETING OF
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28 (1 hour and 12 minutes) [0:27 – 1:12]

29

30 Typed by: Speechpad.com

31 Proofed by: Jacquie Miller

32

33 **COUNCILMAN ANTHONY**

34 All right. We have one bill to consider today. It's Bill 2018-5 on Abeyance Item, for possible
35 action provided in preliminary or skeleton form an amendment to the Unified Development Code
36 to establish a required process for public engagement in connection with the repurposing of
37 certain golf courses and open spaces. Sponsored by Councilman Steven Seroka.

38 Okay. So we heard this a couple of weeks back, and we are going to rehear it again. So who
39 wants to go first? Orlando, or you're going to go? Okay, go - right ahead and - set the table for
40 us.

41

42 **ROBERT SUMMERFIELD**

43 All right, Mr. Chairman, Robert Summerfield, Director of Planning for the record. So what you
44 have before you today is you have the original Bill, 2018-5, which had outlined various
45 requirements for what is called a public engagement program. Based on comments that were
46 received at the last Recommending Committee meeting, some direction from the Committee
47 members as well as consideration by the sponsor, this bill has been amended, and there should be
48 a Proposed First Amendment that you should have with a 5-1-18 Update date at the top of it.

49

50 **COUNCILMAN ANTHONY**

51 Okay.

52

53 **ROBERT SUMMERFIELD**

54 Hopefully, it's green, looks like this one here.

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55 **COUNCILMAN ANTHONY**

56 Got it.

57

58 **ROBERT SUMMERFIELD**

59 So based on the conversation from the last Recommending Committee meeting and, again, in
60 consultation with the bill's sponsor, this has been amended so that the public engagement
61 program would consist of one minimum required community or neighborhood meeting prior to
62 the submittal of an application for the repurposing of an open space. Open-

63

64 **COUNCILMAN ANTHONY**

65 And where - does it say that?

66

67 **ROBERT SUMMERFIELD**

68 -That is on Page 2, Line 15. Starts out with that, The Public Engagement Program shall include,
69 at a minimum, one in-person neighborhood meeting regarding the repurposing proposal and then
70 a summary report documenting the public engagement activities.

71 So whereas before we had a number of requirements, including multiple neighborhood meetings,
72 the design workshops, the alternative statement and those other requirements, in this Proposed
73 Amendment, those have all been made guidelines. The only requirement of the Public
74 Engagement Program is one neighborhood meeting and a summary report that's to be submitted
75 as a part of the application submittal when a developer would come forward with their
76 application proposal. All the other components, the alternative statement, additional
77 informational or neighborhood meetings, design workshops, all of those items have been
78 included as you can do these things, but these are not required. So we've outlined-

79

80 **COUNCILMAN ANTHONY**

81 That's what it says in line 18 and 19.

**RECOMMENDING COMMITTEE MEETING OF
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82 **ROBERT SUMMERFIELD**

83 -Correct. So-

84

85 **COUNCILMAN ANTHONY**

86 May include, but are not limited to. Okay.

87

88 **ROBERT SUMMERFIELD**

89 -Yes, exactly. So that's the significant change here we made. I believe there's a couple changes
90 based on, again, the conversation. We've updated on the – on Page 1, Lines 20 through 26, to
91 make it clearer as to who or what projects rather than this ordinance would affect. And then I
92 believe, and the City Attorney's Office can correct me, but I believe we also made a slight tweak
93 to the definition of open space because there were some questions about understanding exactly
94 what open space meant. And so there was, I believe, a slight tweak there just to make it clearer
95 about the – fact that open space is areas, whether developed or undeveloped, that have been
96 identified as open space for purposes of trails, golf courses, parks, any type of amenity of that
97 sort. And with that-

98

99 **COUNCILMAN ANTHONY**

100 Well, those are the two things I brought up.

101

102 **ROBERT SUMMERFIELD**

103 -Yes, sir.

104

105 **COUNCILMAN ANTHONY**

106 Those are the two things you fixed as far as I'm concerned. So thank you very much.

107

108 **ROBERT SUMMERFIELD**

109 So those are the changes from last Recommending Committee.

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110 **COUNCILMAN ANTHONY**

111 Okay. So I guess is Matt here from the home builders? So you – had, you – had an addition that
112 you wanted to add to here too about HOAs, is that correct?

113

114 **MATT WALKER**

115 Yes, sir.

116

117 **COUNCILMAN ANTHONY**

118 Okay. Okay, so hold – off and then we'll talk about that specifically. So, anything else?

119

120 **ROBERT SUMMERFIELD**

121 Not for me.

122

123 **COUNCILMAN ANTHONY**

124 Councilwoman Fiore-

125

126 **COUNCILWOMAN FIORE**

127 Yes-

128

129 **COUNCILMAN ANTHONY**

130 -any questions at this point before-

131

132 **COUNCILWOMAN FIORE**

133 -Yes, because we have to go, yeah, well we have a lot here-

134

135 **COUNCILMAN ANTHONY**

136 And then I'll do, and I need to do public comment, but any questions at this point?

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137 **COUNCILWOMAN FIORE**

138 Yeah, so I have a lot of questions.

139

140 **COUNCILMAN ANTHONY**

141 Okay.

142

143 **COUNCILWOMAN FIORE**

144 But because the things that, you know, we say that you, we changed all these seven to nine
145 meetings to a required one, but then on that same Page 2, Line 17, the applicant is encouraged,
146 okay, which, again, with all of those meetings, they're not unlimited. So this, again, I'm, so I'm
147 just gonna take notes so I don't, so I keep my questions and the exact portions of this bill to –
148 exactly where they are on Page 1, Lines 23 and 24.

149 **This bill, again, is for one development and one development only. Now, the bill is only about**

150 **Badlands Golf Course.** For the past two years, the Las Vegas City Council has been broiled in
151 controversy over Badlands, and this is the latest shot in a salvo against one developer.

152 Badlands and Queensridge was a development that was poorly conceived and executed. The
153 original developer did absolutely nothing to stop development of the golf course and, in fact,
154 allowed for that development. Every person who bought into that development knew the golf
155 course could be developed. The Las Vegas City Council is now supposed to somehow fix the
156 incompetence of the developer that made millions with a flawed development. That is not our
157 job.

158 There are currently three developments that are threatened by – the conversion of open spaces or
159 golf courses in the City of Las Vegas, and two of those developments are in Ward 6, my ward,
160 by the way, Silverton (sic) Golf Course and Centennial Village.

161 Silverstone is protected by CC&Rs that require 75 percent of the homeowners approve any
162 change in the golf course. This is what should have been done at Badlands, but the developers
163 either wanted the ability to develop the golf course or weren't smart enough to protect the golf
164 course. In my opinion, they left themselves to the option to develop the golf course. Centennial
165 Village is closer to what is happening at Badlands, but not exactly the same.

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166 The developers at Centennial Village did not record the necessary documents to complete the
167 transfer of Pop Squire's Park, and it has been in limbo since. The new owners of Pop Squire's
168 Park are now trying to develop the park. But at Pop Squire's Park, our system is working. I am
169 supporting the neighbors of the park, and the new owners do not believe they have the support of
170 the City Council to obtain the variances needed to convert the park to apartments. So they are
171 working with our neighbors and trying to come to a solution that will work for all parties
172 concerned.

173 Adoption of this ordinance will do nothing for these two problems in my ward. In fact, it might
174 well hinder any solution we might come up with. Our current system is working. I find it
175 unfathomable that we are even considering an ordinance that will do absolutely nothing but add
176 additional layers of bureaucratic meetings for developers and will not add one iota of help to the
177 homeowners.

178 I have a few additional questions, but my main question is, our – attorney, Brad Jerbic, and Tom
179 Perrigo had innumerable meetings with the developer and with the homeowners impacted by the
180 conversion of Badlands Golf Course. The developer and the homeowners also had meetings
181 discussing the proposed development of the golf course. Were those meetings substantially
182 different than what is required in this ordinance, and if so, how? That's my first main question.

183

184 **ROBERT SUMMERFIELD**

185 Okay. Mr. Chairman, through you, so Councilwoman, as I wasn't at those meetings, I can't speak
186 specifically to the content of those meetings. I think it – would be fair to say that many of those
187 meetings would be similar to the neighborhood or informational meetings that are outlined in the
188 Public Engagement Program. I don't believe that there was any of the recommended, encouraged
189 but not required as of this proposed amendment, any of the design workshop components. Again,
190 I know there was a lot of discussion, there was a lot of back and forth, but I don't know that they
191 ever rose to what we outlined as the design workshops.

192 So, I do know that there were numerous meetings. I do not know who all participated in those
193 meetings. That would be the other side of that answer is that I know there were various meetings.
194 There were some with neighborhoods. There were some with the developer. I think there were

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195 some with both, but I don't know how involved any of those meetings got with any particular –
196 group.

197

198 **COUNCILWOMAN FIORE**

199 Okay, so that's a no answer.

200 It has been my belief that the development of Badlands will be decided by the courts. And would
201 this ordinance have kept us out of the courts, creating this ordinance?

202

203 **ROBERT SUMMERFIELD**

204 So through you, Mr. Chairman, I'll defer to the City Attorney's Office, but I – don't believe if this
205 ordinance was, in fact, in place that it would have any bearing one way or another on any of the
206 legal proceedings that are underway regarding the particular application you're referring to.

207

208 **COUNCILWOMAN FIORE**

209 Okay, great. And then if this ordinance fails, it will not create additional litigation. If this
210 ordinance passes, in my opinion, it will probably either be included in ongoing litigation, or new
211 litigation will ensue. In your opinion, will this ordinance increase or decrease the likelihood that
212 the City will end up in the courts if similar developments come before the City Council?

213

214 **ROBERT SUMMERFIELD**

215 So, again, the City Attorney may weigh, want to weigh in, but I do not believe, again, this
216 ordinance is not directed at any specific property or developer, therefore it falls to normal police
217 powers under the zoning ordinance, and so I don't believe that it, in – itself, should result in any
218 additional litigation. And again, this affects new applications that would come forward for new
219 development on an open space, and so should not impact any current applications that are in
220 process, including the two projects that you've mentioned, Badlands and the Centennial Village
221 projects. Those both have active applications. This would not apply to those, so shouldn't impact
222 any legal action resulting from either of those sets of applications.

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223 **COUNCILWOMAN FIORE**

224 So you have to realize that my whole big thing is most of the new projects and the bigger
225 projects including open spaces are, again, in my ward. So on the Proposed First Amendments
226 (5-1-18 Update) on Page 1, Lines 23 to 24, new language was added that included, a
227 development within an R-PD District. Is Badlands and the surrounding residential areas in an
228 R-PD District, and was this added to include that specific development?

229

230 **ROBERT SUMMERFIELD**

231 Again, through you, Mr. Chairman, if the language was added for clarity of what zoning districts
232 would apply, you are correct, the zoning at the former Badlands Golf Course, Badlands
233 development site is R-PD. But again, this is not specific to that property. We also have areas that
234 are R-PDs, such as in Desert Shores, where the waterways are currently. Those are R-PDs. So
235 this would affect if, again, some developer were to propose at some future date to come in and
236 drain those waterways and redevelop those, it would apply to those. We have other areas of the
237 city where R-PD zoning would apply and where we have open space in trails, golf courses,
238 parks, those kinds of things.

239

240 **COUNCILWOMAN FIORE**

241 On the Proposed First Amendment (5-1-18 Update) on Page 2, Lines 5 through 7, exempts open
242 space pertaining to a nonresidential development where that open space functions as an area for
243 vehicle parking, landscaping, or any similar incidental use.

244 In addition, Section 8 on Page 6, Lines 1 through 3, repeals anything in the Municipal Code that
245 conflicts with this ordinance. If a developer decides they do not want to require landscaping that
246 is in place, will they be able to eliminate that landscaping?

247

248 **ROBERT SUMMERFIELD**

249 So again, through you, Mr. Chairman, Councilwoman Fiore, so yes, if a developer wants to
250 remove landscaping that was a part of their commercial development, they can come through and
251 update their site development review with waivers or, if appropriate, variances of whatever the

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252 landscaping provisions were that applied for that development at the time that they were
253 originally entitled and were required to put that in. If they put in landscaping that exceeded the
254 requirement in their commercial development, then there may actually be a very minimal
255 administrative review of their site plan to update their site plan to reduce that landscaping out of
256 their – site plan and to incorporate it into a future development proposal.

257

258 **COUNCILWOMAN FIORE**

259 The Public Engagement Program specially allows a developer to hold only one meeting, on Page
260 2, as we discussed, Lines 15 through 19. It does, however, "encourage" – additional meetings. If
261 a developer decides to have only one meeting, is there anything in the ordinance requiring him to
262 have more than one meeting?

263

264 **ROBERT SUMMERFIELD**

265 There is not. So, again, through you, Mr. Chairman, Councilwoman Fiore, the Amendment that
266 is proposed here, this First Amendment would reduce down the requirements of Public
267 Engagement Program only to one meeting prior to submittal and then a summary report of
268 whatever activities that the developer did do as a part of their Public Engagement Program.
269 So, for instance, if a developer were to hold their one mandatory meeting plus they were to hold
270 one additional meeting, their summary report would be required to reflect both meetings that
271 they had, but they are not required to hold more than just the one meeting now versus the
272 previous version of this bill that required a number of meetings.

273

274 **COUNCILWOMAN FIORE**

275 Okay, and then why did you add the language, As part of, and in a consideration of development
276 approval, has been formally, which is on Page 5, Line 4, added to the ordinance?

277

278 **ROBERT SUMMERFIELD**

279 I'll defer to the City Attorney's on that one.

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280 **VAL STEED**

281 Yes. Committee, the reason for that language on Page 5, Line 4, one of the concerns that was
282 expressed at the last Recommending Committee meeting is a developer said if I set aside some
283 stuff voluntarily that isn't part of my required land, open space, I'm sorry, every major
284 development has a requirement for a certain amount of open space that has to qualify under
285 planning considerations. So a developer said, if I set some aside but it's not part of my required
286 landscape, I shouldn't have to go through this process, and we agreed with that, that wasn't the
287 intent.

288 So this says if you set aside formally, if you formally set aside dedicated, designated, or reserved
289 for public use or enjoyment certain open space that was required in order for you to get approval,
290 that's the kind of open space that is going to trigger this ordinance.

291

292 **COUNCILWOMAN FIORE**

293 Thank you, Mr. Steed. The Council and the Planning Commission require neighborhood
294 meetings on a regular basis for controversial zoning matters. Can we not require everything in
295 this ordinance for controversial matters without this ordinance?

296

297 **ROBERT SUMMERFIELD**

298 So again, through you, Mr. Chairman, Councilwoman Fiore, so the – only times that a
299 neighborhood meeting is required currently under our Code is for a General Plan Amendment or
300 in certain special area plans, such as Town Center, which is in your ward. There are certain
301 instances there where we have requirements for neighborhood meetings. It's not until an item
302 makes it to Planning Commission or City Council where the controversy, as you termed it, kind
303 of comes to light that a neighborhood meeting may be required by the Planning Commission or
304 the City Council prior to them taking action on an application.

305 So, yes, you could do that. You could continue to do this as a case by case basis as an application
306 comes through the system, only if it seems like it's a controversy do you require a neighborhood
307 meeting. This adds some predictability to this type of development that there's a neighborhood
308 meeting required. It also would hopefully alleviate at least some of, again, the intent and through

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309 the – review of other communities who have addressed this issue is that would hopefully address
310 some of the community concerns or community information prior to it getting to a public hearing
311 process. That was kind of the idea behind the Public Engagement Program is so that it minimizes
312 the impact on the public hearing process by hopefully addressing some of the concerns, both of
313 the developer and the neighborhood in advance. There's no guarantee that that will happen
314 through the process, so that it all might still get to the public hearing, but that's the idea behind a
315 Public Engagement Program through our research and the literature.

316

317 **COUNCILWOMAN FIORE**

318 So as long as we've been in existence as a City Council, you have to understand my viewpoint as
319 the representative from my ward, Ward 6, an ordinance like this impacts me more than your one
320 golf course in – another ward. So with my original statement, the ordinance adds nothing to our
321 existing zoning procedures except a layer of bureaucracy. Everything this ordinance requires can
322 be required by the Planning Commission or the City Council. And we do need another, I – just
323 don't know why we would need another ordinance to make us do our jobs. And it's, you know,
324 pretty unfathomable to me that we are even considering this ordinance. We have tracts of lands
325 in Wards 2 and 6 and 4 that can be developed to help with our budget issues. We will be
326 approving a budget later on this month that includes a 2 percent cut in discretionary spending,
327 and if we adopt this ordinance, we will be requiring extra hours being spent on being in those
328 meetings. Do we want to do this?

329 I know, forget it. I'm not, I don't need to even ask you that question. We'll go forward.

330

331 **VAL STEED**

332 Yeah, I don't think it's a question.

333

334 **ROBERT SUMMERFIELD**

335 That wasn't a question.

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336 **COUNCILMAN ANTHONY**

337 Great, good question. Anything else?

338

339 **COUNCILWOMAN FIORE**

340 No. This just affects my ward more than it affects the ordinance of the ward.

341

342 **COUNCILMAN ANTHONY**

343 All righty. So it is now time for public comment. We'll start with Councilman Seroka.

344

345 **STEVEN SEROKA**

346 Thank you. Councilman Seroka. Appreciate the opportunity to be there, be here. I have to run to
347 another meeting. So I would have like to have sat and heard all the other public comment, but I'd
348 just like to come forward and say appreciate the work that the staff has done to put this together.

349 It is a very important piece of policy that we have for our city.

350 As you know, our city has been growing outward for a number of years and decades, and now
351 we're having the growth hit the edges of our great city, and there's going to be desires to develop
352 inside of our community. And there's certain areas that in those kinds of areas, we have no
353 policies or rules that talk about how to do that and what the process is and how to give people a
354 voice in ways that did not apply previously when the growth was growing outward, there are less
355 residents impacted or less infrastructure impacted. So, as we come and look at opportunities to
356 develop inside of our community, it changes the dynamic a little bit, something our city has
357 never seen. And these are the first of its kind in our community. So we do not have policies that
358 specifically address these.

359 However, across the nation, this is not new. This is a challenging issue that has been hitting
360 states like Florida, Texas, California, Arizona for a decade or so, and they have had challenges in
361 these areas. And so what I did on September 6th was I asked the staff to continue my research
362 from national issues, to come and put together the best practices of those things that have been
363 successful. What they have here is what they found to be the first of two important parts to be
364 addressed in a professional and courteous way, which is to engage the public.

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365 And so they say talk to the public, see what the public's concerns are, come back and tell us what
366 you're going to do about it. Now, some things that we do here is sometimes we ask people to go
367 do a public meeting. But we don't ask them to write it down and tell us what they're going to do
368 about it. And in this case, we are. So that is something that is significantly different. It defines
369 the kind of property we're talking about and says, Hey, talk to the folks, see what their concerns
370 are, and tell us what you're going to do about it. You can hold a number of meetings, but nothing
371 is done about it. This requires you to come back and say, Hey, we heard them. This is what we
372 heard them say.

373 Now, the allegations that this was directed at one community is not true. It is absolutely false. I'll
374 say it is a lie, because when this was developed, I had sat down in a room in my office with the
375 Director and Assistant Director of Planning, the City Attorney, the Deputy City Manager for
376 Planning and myself and others in the room and said, Hey, how do we, how could we address
377 this to make things better in the future? And sat down and we said, Hey, we could come up with
378 a policy where we don't have one.

379 It would just help. It would help guide us to make expectations for developers. It would guide
380 expectations for the residents and other people impacted. It was looking forward as opposed to
381 backward.

382 The allegation that this affects one ward to the other, than another, is absolutely false. It affects
383 open space, and there are open space areas as defined throughout the city. It will affect
384 everybody in the city, and Ward 2 has a number of potential and pending affected open spaces.
385 So, just because it's said often enough doesn't make it true.

386 As far as budget impact and claiming that residential – pays taxes to build and solve our budget
387 crisis, it is a no-planning item. Speaking to professional planners that residential development
388 does not pay for itself. The infrastructure required to pay for residential planning usually exceeds
389 that of the residential community. Commercial development, on the other hand, can be and
390 usually is that which carries the taxes in the structure that way.

391 So is it going to solve our budget crisis to build lots of residential homes? No, because that
392 actually increases the need for police, fire, schools, roads, infrastructure that those rooftops don't

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393 pay for until after they're actually, they have to be paid up front, and the taxes don't come in until
394 well after. So you're behind the game on the budget from the get-go.
395 So what this is doing, this is just an attempt, and it's best attempt as we can forecasting the future
396 to how you can mitigate concerns and misunderstandings and you let the three parties of a
397 potential development come to the table and talk, and we have to say what we're going to do
398 about it. Those three parties are the developer, the residents, and the City. The developer has
399 rights and interests. The residents and anybody impacted around that have rights as well, and the
400 City has responsibilities, too, and all three of those should be heard, acknowledged, and brought
401 forward. And that is a professional and a way that I would think our city would like to be just
402 like the cities around our nation have said, you know, this would have solved that problem, or it
403 would have mitigated the problem. Is it gonna prevent lawsuits? No. Anybody can sue anybody
404 at any time for any reason. So that's not even a consideration here. What we're trying to do is
405 give people a voice, codify it and, so people know what to expect. Further, the other elements in
406 the document that say these are optional, it helps give you a checklist to pick from when it's a
407 highly controversial issue. You could say, hey, you know, if it's a small parcel, you don't need all
408 these items. But if it's huge, hundreds of acres and thousands of residents or hundreds of
409 residents, hey, let's do a little bit more. Let's, and we have it right there. We don't have to guess.
410 We don't have to – reinvent the wheel because it's already there. We can say, please go do these
411 things, because we as the City Council care about our community, we care about our budget, and
412 we care about our developers, as well. And this is a respectful and professional way to proceed
413 forward. And I appreciate the good work that our team has done in Planning and in the Legal
414 Department. And you can tell that there is a lot of interest by the community, both developers
415 and residents, and we've done everything possible to accommodate their requests in a reasonable
416 manner while holding true to the spirit and intent of what we're trying to do here, which is just
417 clarify the process so we can move forward in a professional, respectful way. Thank you.

418

419 **COUNCILWOMAN FIORE**

420 Okay. So, with Councilman Seroka's remarks just now, I have to tell you that I applaud my peer.
421 I applaud my peer for doing such a great and diligent job for his residents in his ward. And

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422 everything he just said, he has been working hard, diligently and many, many hours on this
423 ordinance. And I admire him. And we agree, I'll tell you, on 99 percent of everything we've
424 worked together with. I have different ideas, especially with the Badlands Golf Course to
425 actually make it a golf course again. That's my desire and my goal, but I'm not your
426 representative.

427 The only thing I can tell you is my peer, that just sat here, is diligent and I respect the hard work
428 that he's done. However, this ordinance affects my ward greater than it affects your ward. And
429 when I weigh that out, it's not equal. That is why this – is so, I'm against this ordinance because it
430 is not equal. We have one problem in Ward 2 and several in Ward 6, and this doesn't equal it out.
431 So I understand that. Total full respect for my peer, Councilman Seroka, and his hard work in
432 this.

433

434 **COUNCILMAN ANTHONY**

435 Okay. Thanks. All right. So we'll continue the public comment. So, Matt, why don't you go first?
436 You represent all the home builders. We'd like to hear what you have to say.

437

438 **MATT WALKER**

439 Thank you. A couple of tough acts to follow, but I'll do my best, and I appreciate your time. One,
440 my name is Matt Walker. I'm here with Brownstein Hyatt Farber Schreck on behalf of the
441 Southern Nevada Homebuilders Association.

442 I want to take exception with one piece of the earlier testimony in that residential construction
443 doesn't have a - budget impact. I think new residential construction is the only development that's
444 guaranteed to pay full freight and property tax, unlike other types of development in addition to
445 about \$18,000 worth of additional fees associated with the paper shuffle of, on a per home basis
446 of getting a project through the process. So, respectfully disagree with that statement.

447 However, we're very supportive of the intent of this ordinance to have been participating. It feels
448 like, for almost a year now in this process regarding open space development. If you want a more
449 transparent process, if you want more communication, which I think is critical to any infill, urban
450 development project, I think those are laudable goals, and we're happy to provide our feedback.

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451 However, because whatever the scope of the application of this ordinance, it's likely to be
452 applied also to further development restrictions.
453 In the future, I think it's critical that we get the scope correct. And so I appreciate the –
454 amendments put forward by staff, and we just respectfully wanted to place another suggestion on
455 the record, if there is an appetite to move this ordinance forward today. That would be a
456 Subsection e to Section 2 of the Proposed Bill draft.

457

458 **COUNCILMAN ANTHONY**

459 We need to find out the scope. What page are you on, and-

460

461 **MATT WALKER**

462 This is Page 2 of the green draft.

463

464 **COUNCILMAN ANTHONY**

465 -Of the First Amendment? Page 2 of the Proposed First Amendment?

466

467 **MATT WALKER**

468 This would be the Amendment labeled May 1st, '18 update.

469

470 **COUNCILMAN ANTHONY**

471 Okay.

472

473 **MATT WALKER**

474 On Page 2, there's a Section 2. You'll see certain exceptions outlined in a through d. This would
475 be a new Subsection e that would say. Open space entirely controlled by a common interest
476 community, where governing documents set forth a procedure for repurposing open space and
477 the applicant provides evidence of approval of the common interest community pursuant to
478 relevant Declaration of Covenants, Conditions, and Restrictions shall be deemed compliant with
479 this section.

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480 So what we're saying is that, if, in a case where an HOA completely controls the open space at
481 question and the governing documents lay out a path forward for the governing board to
482 authorize such repurposing, why would anybody else need to weigh in at that point? Why would
483 the, a complete community engagement plan and the costs and time associated with that be
484 necessary? If it's absolutely critical for execution of – the vision of that board or if it's absolutely
485 critical for the financial viability of that association and they feel like that's the path forward as
486 set forth in the governing documents signed by all the – homeowners, let's let them move
487 forward without the burdens of this process.

488 That being said, with all three amendments before you today, if – it's your desire to move this
489 forward to Council, we're supportive. Again, we – support the goals. We vow to continue to
490 engage with each member of the Council to provide any – additional feedback or clarification on
491 behalf of our members and have really appreciated the time that's gone into this.

492

493 **COUNCILMAN ANTHONY**

494 Hold on. So Val, do you want to comment on that –?

495

496 **VAL STEED**

497 You can certainly add that. I don't recommend it. As I explained last time, the – goals and legal
498 theory upon which CC&Rs are drafted are entirely different than zoning regulations. If you're,
499 you would, in – effect, be delegating to the homeowners association the decision to, whether or
500 not repurposing is appropriate. The problem with that is their goals may not be the same as
501 yours, and the homeowners association is under no obligation to enforce CC&Rs, and we know
502 many of them that don't. That doesn't, isn't to say that there aren't homeowners associations that
503 do. And that if they had CC&Rs on this subject, they would enforce them and that they might
504 mirror yours, but you have no guarantee of that. You have no idea what those documents say,
505 and you have no idea whether they'll be enforced. So, in essence, you would be delegating the
506 control of repurposing to them. Again, you can do it. I don't recommend it because of the reasons
507 I've stated.

508

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509 **COUNCILMAN ANTHONY**

510 Okay. Matt.

511

512 **MATT WALKER**

513 Matt Walker, for the record. I appreciate the opportunity to respond. I think that this proposal is
514 100 percent in line with exactly what Mr. Steed just laid out, that the City typically does stay out
515 of these private agreements between homeowners and their association and – respects when
516 those are put in force. And so we think that this is entirely consistent with that approach. We feel
517 like, in this case, they are following the CC&Rs and they did enforce the CC&Rs because that's
518 the only reason they would be able to provide you with the evidence that they did comply with
519 the CC&Rs.

520 So the fact whether some communities do, some communities don't, the City typically doesn't
521 like to get in between those contracts and arbitrate, you know, a reading of CC&Rs. I think this
522 proposal is entirely consistent with that. And again, only when the HOA taking the action
523 controls 100 percent of the open space, I question would this ever become an issue. And we
524 think it's – critical that if homeowners take actions to keep their HOA viable, they – should be
525 able to move forward with those. And should the repurposing lead to any additional land use
526 applications, should they propose to take three acres and turn it over to another developer to
527 build homes on in order to keep their HOA viable, they would then come forward with the
528 necessary land use applications. So, again, advocating the – planning role of the City, I – don't
529 think it is accurate either, because some types of repurposing and redevelopment will necessitate
530 additional applications.

531

532 **COUNCILWOMAN FIORE**

533 So it's a big mess, in other words, in layman's terms.

534

535 **COUNCILMAN ANTHONY**

536 Just that one section. So – you still don't agree that-

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537 **VAL STEED**

538 Right, I, that, you'd be, you'd essentially be examining the documents. You'd be having faith that
539 they were going to enforce them. The fact that they've enforced them up until today doesn't mean
540 that they will enforce them tomorrow. You'd have to decide whether what they require in terms
541 of public engagement, and that's what this bill is about. It is about public engagement before
542 applications. You'd have to decide whether you thought those were equivalent and they satisfied
543 your needs and whether they're going to be enforced. You're free, you're free to do it. I – don't
544 think it's going to be the difference between your vote today, but you're free to add it, if you'd
545 like.

546

547 **COUNCILMAN ANTHONY**

548 -You don't see it as a big legal issue, though, to – add this in there? So I-

549

550 **VAL STEED**

551 I recommend against it. I-

552

553 **COUNCILMAN ANTHONY**

554 -You recommend against it.

555

556 **VAL STEED**

557 I hear what he's saying, but I don't think it's a good place to put any reference to CC&Rs in an
558 ordinance.

559

560 **COUNCILMAN ANTHONY**

561 Okay, okay. All right. Thank you very much.

562

563 **MATT WALKER**

564 Thank you.

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565 **COUNCILMAN ANTHONY**

566 All right. We'll continue on public comment. So come on up if you want to line up her, anybody
567 else who would like to speak, come on up and tell us what you want to tell us. Come on.

568

569 **DALE ROESENER**

570 Good morning.

571

572 **COUNCILMAN ANTHONY**

573 Come on up, there's two other seats here. We'll just take you one at a time, and just be as clear
574 and succinct as you possibly can and we'll move this along, so. And make sure you identify
575 yourself.

576

577 **DALE ROESENER**

578 Okay. My name is Dale Roesener, 9811 Orient Express. And I was just gonna speak to one area
579 of the, of the ordinance. It's Page 2, Item 4, the Public Engagement Program. And I guess thank
580 you for your time, and I just wanted to let you know that my experience has come from all the
581 consternation with the Badland development. And I attended the neighborhood meetings, and -
582 all -, I think most all the meetings. I might have missed a couple. But I - tried to keep current on
583 what was being proposed by the developer every time they had a proposal and presented.

584 And the last meeting I went to, I actually had some questions and some comments and some
585 concerns. And I brought those up, but it, it's like they - drop into a void. You have the meeting,
586 you have the developer presented, and we - ask questions of clarification and it, and it was a
587 very informal, from a, from a resident's standpoint, it was, it was, and I think it checked off the
588 box of the developer. But what I'm, what I'm concerned about and think would be very helpful is
589 after those meetings, if there was something added to this ordinance, where the subsequent to
590 those meetings there could be a formal response period from the people that attended, or - if -
591 they weren't able to attend, just concerns after the presentation, and that those concerns are
592 responded to, either in a, in a subsequent meeting. And - I'm not saying hold another meeting,
593 I'm saying let's - have some dialogue before everybody gets up in front of the Council, because

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594 these meetings have – gone on ad nauseam at times, and – I think this would clear out some of
595 the concerns before, you know, everybody's in front of the full Council. And – it would, and
596 these are more complex, I think, issues than somebody just developing brand new space out in
597 the middle of the desert. You know when you're bringing in and converting open space to
598 residences that were, where there was a, in Badlands, for instance, there was a symbiotic
599 relationship, for sure, between the , between the housing and the golf course. And – there's a lot
600 of interconnectivity there. And I think this dialogue would be helpful. So, that's my comment.

601 **COUNCILMAN ANTHONY**

602 Thank you. Yes?

603

604 **ELAINE WENGER-ROESENER**

605 Hi, good morning. My name is Elaine Wenger-Roesener, and I live at 9811 Orient Express
606 Court. And I just would like to make a comment on Page 3, Line 2 and 3. And I would like to
607 add at the end of the sentence, it says utility infrastructure. I would just like to ask to add
608 adjoining neighborhoods or residences. I think that's – very important. And I will also echo what
609 my husband said earlier.

610 I also attended all but one of the neighborhood meetings. And the neighborhood meetings, the
611 way the system works right now, the developer gave a presentation or his team or part of his
612 team gave a presentation. There were display boards. We were told this is what would happen. I
613 asked questions, and I've been involved in this process since September of 2015. I ask questions,
614 and I was told repeatedly that it was a done deal, and I know no one's using that term now, but
615 that's how we were introduced as a neighborhood to the, to the developer's plans. And when we
616 had input, if anything changed in the plans that were brought forward to the City Council, I
617 almost felt like we had to fight tooth and nail to get one little concession to consider our
618 neighborhood. It was very adversarial. It's very uncomfortable. It's created a lot of stress in our
619 community. And I see this potential ordinance as helping minimize that. I would not wish this on
620 my worst enemy. Well, maybe on my worst enemy I could wish it. But aside from that, this
621 process has been very protracted, very adversarial and has created a lot of problems within our

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622 community. And I would certainly like to see the City support something that could minimize
623 that in the future. Thank you.

624

625 **COUNCILMAN ANTHONY**

626 Thank you. Yes, sir?

627

628 **RON IVERSEN**

629 Hi. My name is Ron Iversen, 9324 Verlaine, and I live in the Queensridge community. Just a
630 couple of quick comments. I very much agree with Councilman Seroka's comments around
631 clarifying the process. Through my whole career, I, I've been a process guy and, in business. And
632 the reason that that's important is that it – helps everybody align and get on – the same page with
633 what the requirements are.

634 And it's very important, I think, we've lived for about two and a half years now, both with City
635 Council people as – well as in the community, basically having to face into a situation where
636 there was no communication or process. And it's turned into a very adversarial thing. So we
637 should learn by our mistakes. Second comment and – Councilwoman Fiore, I would , I would
638 ask for you just to consider that this isn't a four versus two, you know, ward issue. I think this is
639 a Las Vegas Valley issue. It's, and we would ask the whole City Council, every single Council
640 person to support and to come up with – things that support the whole valley and not just
641 individual wards. I – do respect and understand your comment that it does, in the future, in the
642 foreseeable future, impact your, you know, ward a little, you know a little bit more than others,
643 but I would ask you that you look beyond that, because this is really a Las Vegas Valley issue.
644 And we would ask the whole Council to look and support something that supports the whole
645 valley and not just individual wards.

646 When we get into, on Page 2, individual wording on a Public Engagement Program, I would urge
647 that you, if this does pass, to come through and require more than just one individual PEP
648 meeting. There are a lot of people that live in communities they work. There needs to be at least
649 two or three, especially in large, in large communities all the way through.

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650 What we found in the Queensridge experience is that the developer would come through, they
651 would hold a meeting, not everybody could be able to attend. And then after those meetings, they
652 would rush around and try to figure out what went on and what questions were asked. There's a
653 lot of interaction that goes on in those meetings, and it's important that everybody has an
654 opportunity to participate. So I would ask that there be – more in there.

655 On item number 3 under, let's see, it's under 4(a), number IV. It says a statement summarizing
656 how the applicant's proposal will mitigate impacts on the proposed land uses of schools, traffics,
657 parks, emergency systems, and ultra (sic) utility infrastructure. I would ask that you consider to
658 put environmental impact and federally mandated programs in there.

659 One of the issues that has come up continuously in our experience as Queensridge is what's the
660 environmental impact of the whole development. And I think that that's important, especially
661 moving forward, that we consider that.

662 Also, federally mandated programs. If something, for instance, is on a floodplain, it's always
663 been kind of head-scratching to me why the City Council would put all the time and effort, and –
664 Councilwoman Fiore, this gets back to your whole suggestion about saving budget and time of
665 the, of the Planning staff. Why would we go through and spend all the time and effort of
666 approving a number of different issues only to turn it over to a federally mandated program and
667 have them say, You know what? We don't agree with that, and we're not moving forward with
668 this.

669 And so all of that previous time and effort gets waylaid. Why not move that up front in the
670 process so that we understand it and don't spend all very valuable City resources going through a
671 development program and considerations when they're just going to be denied up front?

672 Finally, on the on Page 4, up at the top, on the first line, when you talk about having a summary
673 report, I'd like to suggest that we put something in there, at least something along the lines that
674 30, that that summary report gets issued at least 30 days prior to it being held by or being heard
675 by the – committee. What this allows a developer to do is basically submit a summary report the
676 day before, you know, the meeting.

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677 So how things are dealt with, all the considerations, there's – no review time for the public to
678 look at this, and if this is a public engagement program, then there needs to be some mandates on
679 the timing with which all of these things, these things happen.

680 And my final comment it is on Line 15 of 4, where it says number (g), electronic copy of a
681 spreadsheet of all comments received at meetings and workshops and the applicant's statements
682 of how each of the comments were addressed, if applicable. And I would suggest that we remove
683 the line "if applicable."

684 As one of my, as Dale Roesener said just previously, we went to a number of these meetings
685 with the, with the developer, and we would make all sorts of suggestions. They would just drop
686 into a dead hole. And the way that this is worded right now, it does not require the developer to
687 come back and address each of the issues. It gives them basically a decision making capability or
688 what they will consider and what they will not consider. So if we take that "if applicable" out,
689 that means that every single comment that goes through, they need to respond to it, and then that
690 provides you the comments and necessary background to understand and make a really good
691 informed decision on what, based on what the concerns of the community are. So, that's that.

692

693 **COUNCILMAN ANTHONY**

694 Thank you.

695

696 **RON IVERSEN**

697 Thank you.

698

699 **COUNCILMAN ANTHONY**

700 Who else would like to be heard? Come on up.

701

702 **ART NOFFSINGER**

703 Art Noffsinger, 9408 Queen Charlotte, another Queensridge resident. I view this as kind of a
704 road map. Now we're at the end of our road, I and, I think we're getting there, at least. And God
705 knows it's been a long time. But I – think to have the thing laid out in a series of steps can't hurt.

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706 I know right now, we're running into questions of environmental impact. We're having some
707 things that I don't think anybody could have anticipated, wildlife in particular.
708 But if it was all laid out in a, in a concise fashion, where everybody could see what the steps
709 would be, I don't know, for example, whether this proposal would hurt or help our situation, but I
710 don't think that's as relevant as having a procedure in place that would answer concerned citizens'
711 interest in knowing what's going to happen to the neighborhood.
712 As a little comment, you know, we're having some issues right now with regard to environmental
713 impact, I think. I think our developer is doing some remedial work, only because he's now in
714 there taking out the dirt that he collected with the bottom of one of the ponds. And that – stuff,
715 by the way, everybody says has got to be toxic as hell, because it, it's all the – stuff that's
716 collected for years and years and years. I'm gonna assume that he's gotten the proper permits to
717 remove that, because right now, I can show you some pictures of it, if you like.
718 But right now, he's removing this sort of like peat moss. He's covering it in squares and putting it
719 in the truck and carrying it out. I don't know where it's going. I would think the City would like
720 to know, because you don't want to get that in your neighborhood or in some area that would be
721 adversely affected. But that's kind of a, of a not so relevant for me to come at you with a
722 proposal, but certainly relevant for us.
723 So again, I think it's a good roadmap. I think it's something that would clarify the issues at hand
724 for us as well as your own areas. It – can't hurt, I don't think. Thank you.

725

726 **COUNCILMAN ANTHONY**

727 Thank you.

728

729 **IRENE LEE**

730 Hello. My name is Irene Lee. I live on 9631 Orient Express. I just want to express that I've been
731 to so many City Council meetings, Planning Commission meetings, and including today's
732 meeting, and I finally see some progress where there's this ordinance that we can start forming
733 the three links together, which is the development, the City, and the residents. I mean there's so
734 many issues as everybody has expressed. And finally, we're able to come together and hopefully

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735 be having a really meaningful and productive dialogue, because we have used a lot of our time as
736 residents, as private citizens to express our concerns and express our – concerns mostly with the
737 open space.

738 I mean, when my husband and I bought this lot, our house we built 16 years ago. We were
739 relying on the open space and the amenities that Queensridge and Peccole, who's the original
740 developer, have promised. And little did we know that we would raise beautiful children with so
741 many barbecues, so many games, so many parties in the backyard and 16 years later.
742 And for the last 23 years, my husband and I and along with many, many residents had to go
743 through this nightmare of expressing our concern as citizens. And I really would like to – really
744 move forward and really have some constructive and productive future, for our, for not our golf
745 course, for the Queensridge community and also as a representative to the rest of this
746 community, because I don't think Queensridge is a isolated golf course community issue. I think
747 this has related to all the, all the open space communities in Las Vegas.

748 And as you know, there are so many people that is moving into Las Vegas, and because of the
749 tax reasons, because of our environment and – the, and the friendliness of this community. And I
750 think if they see this going on, you know, these – major issues with open space and community, I
751 really have second doubts that people will consider buying into, you know, more development in
752 this community.

753

754 **COUNCILMAN ANTHONY**

755 Thank you.

756

757 **IRENE LEE**

758 Thank you.

759

760 **RENA KANTOR**

761 Good morning. My name is Rena Kantor. I live at 9408 Provence Garden Lane. It is on the golf
762 course. I have lived there for 18 years. I've owned the home for 20 years. I bought it from the
763 original developer.

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764 So let me start by saying I knew that the golf course was not part of Queensridge. If people
765 purchased their homes from other people who owned homes and they weren't aware of that, but I
766 can tell you that when the original development happened, I bought one of the models. They
767 said, in those days they said, oh, the golf course is not going to go away.

768

769 **COUNCILMAN ANTHONY**

770 Let me just clarify. We're – not talking about Queensridge and Badlands. We're talking about this
771 ordinance here.

772

773 **RENA KANTOR**

774 Okay.

775

776 **COUNCILMAN ANTHONY**

777 So if you could just keep-

778

779 **RENA KANTOR**

780 Absolutely.

781

782 **COUNCILMAN ANTHONY**

783 -your comments to whether you or not you support this ordinance. The Queensridge thing is a
784 discussion for another day.

785

786 **RENA KANTOR**

787 Well, so – the answer is, first of all, thank you for your time. I agree with everything that my co-
788 homeowners have said. There's got to be a better system going forward. I agree that we have had
789 meetings ad nauseam. I can also tell you that some of them talk about how the meetings had no
790 follow-up. It all went into a dead hole.

791 Let me tell you that some of those meetings had 15 homeowners, and some of the homeowners
792 would say, If you change this one thing, I'll love the plan. And at the meetings, I would stand up

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793 and say, You'll say that tonight, and if we have 15 different homeowners tomorrow night, they'll
794 say something different. Oh, if you do that, I don't want the plan.
795 So there has to be a better system going forward. I am not an attorney. I also did not review the
796 ordinance. I can just tell you I agree with what Mr. Seroka said, which is that going forward,
797 there has to be a plan for developers and homeowners. There's got to be a way forward.
798 That being said, Queensridge has been in this process for three years. It's not fair to us go
799 backward. I can tell you that I was in a meeting last week when Mr. Seroka was asked directly, Is
800 there a time limit for all of this to happen? Is there a budget limitation for Queensridge
801 development to go forward? And his answer was, and I – admit that I, you know, didn't
802 memorize it, but he basically said no. City staff is on salary. This can go on as long as need be.
803 He said the only time that there might be more, that there is actually more out-of-pocket costs is
804 because the developer sued us and sued two members of the Council, so we had to go out and
805 hire outside counsel. That's taxpayer money. So what he was saying was that there's no fire under
806 City Council to move this forward. He said there's no additional cost. I'm here to tell you there is
807 a huge additional cost to every homeowner in Queensridge.
808 Every time there's been an abeyance, every time the City Council has kicked the can down the
809 road, every time that there's been a new ordinance or a new idea or a new thing for the past two
810 and a half years, that has cost us money. It's cost us money in increased interest rates, if you want
811 to refinance your home.

812

813 **COUNCILMAN ANTHONY**

814 Okay, is there anything you want to say about the ordinance? We're not here to discuss
815 Queensridge and all of that.

816

817 **RENA KANTOR**

818 Okay, so if, so if-

819

820 **COUNCILMAN ANTHONY**

821 Any – other comments about whether you support or are against the ordinance?

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822 **RENA KANTOR**

823 -I support, well, I, well let me, if I may ask a question. Will this ordinance grandfather back to
824 have to have Queensridge start all over again?

825

826 **COUNCILMAN ANTHONY**

827 I have been told that is not correct. This ordinance will be in effect when it passes.

828

829 **RENA KANTOR**

830 Is that correct?

831

832 **VAL STEED**

833 The way it's written, it will only affect applications and-

834

835 **RENA KANTOR**

836 Moving forward.

837

838 **VAL STEED**

839 -Moving forward.

840

841 **RENA KANTOR**

842 In that case, I'm not even gonna vote yea or nay.

843

844 **COUNCILMAN ANTHONY**

845 Okay. All right. Thank you.

846

847 **RENA KANTOR**

848 Okay. Thank you.

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849 **COUNCILMAN ANTHONY**

850 Yes, next please. Okay, I'm gonna, ok or come on up. I'm gonna close public comment.

851

852 **DONNA LEFEVER**

853 Hi. Donna Lefever, 9433 Queen Charlotte. This all makes sense to me. I guess the only other
854 thing I would require of a developer who's gonna come in and change open space, like we're
855 dealing with, is for them, and I don't know who they would send this to, City Council, I guess,
856 but I want to see the accounting side of this. I want to see where he has the money to complete
857 this project.

858 It's been my experience in the past. I'm in real estate. This developer has had other people have
859 to come in to kind of bail him out of certain things. And I would want, before the developer
860 comes in and starts tearing everything up, to be able to show City Council or whoever the
861 governing body is that he has the wherewithal, the funds, like they are talking about, you know,
862 FEMA and the flood zone. I want to see all those details. And when we ask for those details, you
863 don't get that kind of information.

864 So it's like it's great, that he shows you all the pretty fluff and the plans and everything. It looks
865 beautiful, but somebody from an accounting standpoint has to see that he's got the wherewithal
866 to complete this project and has the money and not gonna just dig it up and then leave and then
867 we're stuck even worse than we are now.

868

869 **COUNCILMAN ANTHONY**

870 Okay. Thank you. Hi.

871

872 **STEPHANIE ALLEN**

873 Hi. Stephanie Allen, 1980 Festival Plaza. Here on behalf of the multiple owners of the former
874 Badlands Golf Course. Appreciate all your consideration time you guys have put into this
875 ordinance already. I know there have been a couple of hearings and a lot of time.

876 One thing I would say is I think this has always been intended for Badlands, and I think the folks
877 in the room are evidence of that. That while this was drafted with a broad net to kind of be cast

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878 across the city as any open space, the reality is the intent behind it was the Badlands situation.
879 And I don't disagree with these folks that are in the room. I've been at these meetings that they've
880 all been at, and we've tried. We've had a process in place. The City has a process in place that
881 requires the developer to do neighborhood meetings. I think we've had about 55 neighborhood
882 meetings, whether they were group or individual neighborhood meetings over the course of the
883 last three years. And the process isn't perfect. In this instance, it's probably benefitted the
884 neighbors more than obviously the developer, because we're not doing any work yet. We're not
885 actually developing anything yet.

886 So the process, whether it's flat or not, has – worked for – the neighbors in that instance. And I
887 think you've got a process in place. No developer is going to not meet with neighbors if there's
888 this much concern and consternation in a community. It's just the way it works. You have to sit
889 down and have meetings.

890 Whether that's perfect or whether you're gonna come up with a consensus, this ordinance isn't
891 going to change that. I think we've probably complied 10 times over with everything that's in this
892 ordinance, and by trying to pass an ordinance that may be in theory intended for the whole city,
893 but practically really only impacts one property is not good policy and good business for the City
894 of Las Vegas.

895 I've got a chart that I presented at Planning Commission, when your Planning Commission
896 actually denied this ordinance that lists the different golf courses in the City of Las Vegas. And
897 the reality is the Badlands Golf Course is probably the only property that this ordinance would
898 actually apply to.

899 You can just quickly go down the list, but Canyon Gate has restrictive covenants, so it's not
900 gonna to be immediately a developable piece of property. Angel Park is owned by City of Las
901 Vegas. TPC has restrictive covenants. Eagle Crest is owned by the HOA. Highland Falls is
902 owned by the HOA. Palm Valley – is owned by the HOA. Painted – Desert has restrictive
903 covenants. Los Prados is owned by the HOA. Las Vegas Golf Club is owned by the City. Desert
904 Pines is owned by the City. Durango Hills is owned by the City. Silverstone has restrictive
905 covenants. The Lakes is owned by the HOA, and Desert Shores is owned by the HOA.

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906 So the only remaining course or former course is the Badlands. And so you've got a list of
907 exemptions in this ordinance now. Originally, you – cast this broad net in drafting the ordinance.
908 Now you've got a list of exemptions that have narrowed it down to basically Badlands. You're
909 not gonna have this apply to other properties, especially if you add the language for CC&Rs that
910 was presented by the home builders, which I understand from a development community,
911 absolutely you would want to exempt out CC&R communities, because it would be a nightmare
912 for any developer to comply with this in any instance that they want to redesign a one-acre park.
913 So I understand why the home builders would request that. But the more you exempt out other
914 developers and other properties, the more this is intended for only one property, which is
915 Badlands. And that's unfortunately not constitutional. You can't pass laws or even policies that
916 are intended for one specific property.

917 So with that said, we understand, from a Badlands perspective, that we have to continue to work
918 with the neighbors. We've got tentative maps that are in the system. I understand this is not
919 supposed to be retroactive to those specific tentative maps. But at some point in the future should
920 there be a bigger plan or a bigger project, which I think what I heard today is these homeowners
921 would like something to be done rather than it to stay dead grass, to subject us to this and go
922 through all of these things again, frankly isn't necessary.

923 We're going to have meetings. We're going to have discussions. It's not in a black hole. I've been
924 at a lot of those meetings. The Development Agreement was revised many, many times, many,
925 many weekends that I've spent revising the Development Agreement based on neighborhood
926 comment. The tentative maps that were recently approved at Planning Commission incorporated
927 many, many comments that the neighbors had suggested, like open space at the front of the
928 community, reducing the lot sizes, asking for specific lots to be adjusted. There have been
929 changes made and will be, you know, made as and if development moves forward. But that's,
930 this ordinance doesn't do anything for that process. You have a process in place.

931 And then the second concerning part is this is in pieces. So you've got this one small portion that
932 obviously still has a lot of ironing out to be done, because there's a lot of changes that were just
933 requested. But then you've got Phase II that's coming, that's even more concerning because Phase

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934 It has language in there that you have to provide a compensating benefit to adjacent neighbors,
935 which that's got its own issues.
936 But not looking at it from one global perspective is concerning, because even if you narrow this
937 down to one neighborhood meeting, there's neighborhood meetings required in Phase II, that's
938 not before you today, and compensating benefits that are expected of people. And that's just, it's
939 not good law. It's not good policy, and it makes the City of Las Vegas a place where developers
940 will not want to come because it's too cumbersome, too bureaucratic, and frankly not – a good
941 place for development.
942 So we'd ask that you deny this ordinance. And again, like I said, from a Badlands perspective,
943 they know that they will continue to work with the neighbors on any development as it moves
944 forward. They don't need the ordinance for that.

945

946 **COUNCILMAN ANTHONY**

947 Thank you. Any other public comment? Okay. I'll close public comment. So a couple of things
948 and obviously you can weigh in when you want. So there was – some recommendations made by
949 during public comment. Are any of those, from your standpoint as the planner or attorney or any
950 of you interested in including any of those comments in the ordinance?

951

952 **ROBERT SUMMERFIELD**

953 So, Mr. Chairman, again Robert Summerfield, Director of Planning. So I heard, I heard a couple
954 things. I heard a – request from the Homebuilders to add something about HOA exemptions. I
955 think we heard from the City Attorney. Again, that's mixing things. So I – would agree with the
956 City Attorney's Office. In zoning, we generally do not address HOA things. Those are
957 agreements between private parties, between the homeowner and the homeowners association.
958 Those are not things that we in zoning and planning address or are restricted to. So I would agree
959 with the City Attorney that we probably do not want to add that in.

960 The other thing I heard was a – comment about adding back some meetings. I think the what is
961 before you today was the compromise that was made based on the direction we received last
962 Recommending Committee. So I would leave that to this recommending body whether or not

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963 they want to move forward with the one required meeting, or if they would like to add any
964 additional meetings back to the proposal.
965 As you'll recall, in the initial iteration, there were three neighborhood meetings, and then there
966 were the design workshops that were required, that were I believe there were three of those. So,
967 you know, we've – brought that down considerably at the request of this body and in working
968 with the sponsor on that. It would be your discretion to add anything else. And those are my
969 notes on additions.

970

971 **COUNCILMAN ANTHONY**

972 Yes, Val.

973

974 **VAL STEED**

975 Yes. A couple, a couple of the comments also that I remember hearing was a request to possibly
976 add to the summary report three things. First of all, the proposed impact on residences of the
977 community, to go along with infrastructure and everything like that. The problem with that is
978 that's really subjective. What the impact statement or the alternative statement is supposed to be
979 looking at is something that lets the City and the community know about things that could be
980 quantified, schools, infrastructure. The developer is going to say if you ask the developer to
981 comment on his proposal on residences, he's gonna say it won't impact them, and the residents
982 will say, of course it will, and you've got nothing. I mean you've just got a disagreement. So I'd
983 suggest that we don't add that.

984 And the impact on environmental and federal programs, I don't see any harm to that, but the City
985 is gonna catch that at a point anyway. And the comment was it should be identified earlier in the
986 process. I don't know that that's a problem, but we don't require those to be identified with any
987 other development, and I don't know why this one would be would tend to have more
988 environmental issues or federally mandated issues than any other large scale development that
989 isn't subject to this ordinance. So I don't, I don't see a problem adding it, but I don't think there's
990 a need.

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991 And then the final one was the "if applicable" language that had to do with comments. The idea
992 of that is if a developer holds a meeting and he gets comments, he reports them. If he, if he wants
993 to explain the things that he's going to do in response to those comments, he reports that. If he
994 doesn't have anything to do, if he can't come up with any statements or comments about what
995 he's going to do in response, that's his choice, and you guys will evaluate that when you see the
996 program. But I don't know that mandating a response that is not likely to be make anybody
997 happy is going to accomplish anything. So I think those are the three comments, and I just
998 recommend to leave it the way it is.

999

1000 **COUNCILMAN ANTHONY**

1001 Okay. Okay. I'll make my comments and then turn it over to you. So there's been, so we had this
1002 ordinance that was introduced. There's been a lot of discussion about its intentions. I'm just not
1003 gonna get into that. I don't know what the intentions are of anybody. All I can do is – read the
1004 ordinance and the [inaudible 01:08:46] of the ordinance, and I've done that.

1005 And it first begins with the purpose of the ordinance is to increase public engagement
1006 requirements for open space. Okay, well, I can't argue with that. That's all, I mean we have, I
1007 believe we have good public engagement for any development, but if somebody wants to
1008 increase the requirements for open space public engagement, I'm okay with that.

1009 When it was first introduced, the two parts that I was not okay with was the definition of open
1010 space. That was number one. That's been clarified. So I appreciate you doing that. I'm okay with
1011 that now.

1012 The second part I was not okay with was having all the meetings required. That was just too
1013 much for me. You have changed that so there's one meeting that's required. The rest of them are
1014 optional. Really, it depends on the City Council person or really the entire City Council whether
1015 the rest of them are required or not. So I'm okay with that. So I appreciate you changing that for
1016 my comments.

1017 So, based on that, I am okay with the ordinance.

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1018 **COUNCILWOMAN FIORE**

1019 Thank you.

1020

1021 **COUNCILMAN ANTHONY**

1022 Yes, Councilwoman.

1023

1024 **COUNCILWOMAN FIORE**

1025 Thank you, thank you Chairman, and I have to just thank our staff. They've worked really, really,
1026 really hard on this. And I am going to recommend denial, because as of evidence of this room,
1027 we have Badlands. Everyone that came up and commented, it's Badlands. So let's just be crystal
1028 clear and honest, and you'll always get that from me, because this is the Badlands bill. And as a
1029 City Councilwoman, I'm protecting my ward and the City of Las Vegas from further litigation
1030 and creating an ordinance strictly for one developer. I recommend denial. It is not constitutional,
1031 nor do – I find this at all helpful to the City.

1032

1033 **COUNCILMAN ANTHONY**

1034 So do you have a motion?

1035

1036 **COUNCILWOMAN FIORE**

1037 **Motion to deny.**

1038

1039 **COUNCILMAN ANTHONY**

1040 Okay. I have a motion to deny. All those in favor?

1041

1042 **COUNCILWOMAN FIORE**

1043 Aye.

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1044 **COUNCILMAN ANTHONY**

1045 All those against? Aye. So we have no recommendation from the Recommending Committee, so
1046 this will go to the City Council- **(The motion to Deny failed with Councilman Anthony voting**
1047 **No).**

1048

1049 **VAL STEED**

1050 Mr. Chairman?

1051

1052 **COUNCILMAN ANTHONY**

1053 -for a vote on May 16th.

1054

1055 **VAL STEED**

1056 Just want to make sure. There could be another motion other than your motion to approve and
1057 her vote against it. So I just want to make sure that there's not a motion, you know, another
1058 motion. So if you want to, just to make sure.

1059

1060 **COUNCILMAN ANTHONY**

1061 So should I make a motion?

1062

1063 **VAL STEED**

1064 Yeah, let's do that, because sometimes somebody says, well, I make a motion, but let's take out
1065 Pages 27 to 33, and the other person says, okay, I can live with that. So I think I know where this
1066 is going, but if you can make a motion and we'll take a vote. And then if nobody other, else has a
1067 motion, then we'll know what to report to the Council.

1068

1069 **COUNCILMAN ANTHONY**

1070 Anything for you, Val.

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1071 **CITY ATTORNEY**

1072 Thank you.

1073

1074 **COUNCILMAN ANTHONY**

1075 **I will make a motion to approve the ordinance.** All those in favor? Aye. All those opposed?

1076

1077 **COUNCILWOMAN FIORE**

1078 Nay.

1079

1080 **COUNCILMAN ANTHONY**

1081 Okay. (The motion to Approve failed with Councilwoman Fiore voting No).

1082

1083 **VAL STEED**

1084 Okay. Any more motions?

1085

1086 **COUNCILWOMAN FIORE**

1087 I made a motion to deny it.

1088

1089 **VAL STEED**

1090 No, Any new motions? We had one of each now. Any new motions, other than adjournment?

1091

1092 **COUNCILWOMAN FIORE**

1093 You know, I could make a new motion to request that this be basically addressed to Badlands,

1094 because this is the Badlands bill.

1095

1096 **CITY ATTORNEY**

1097 That's not on, that's not on the table.

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1098 **COUNCILWOMAN FIORE**

1099 Okay. So it's denied.

1100

1101 **CITY ATTORNEY**

1102 Okay. So we have one of each, and so we'll move along to City Council with no, with no
1103 recommendation.

1104

1105 **COUNCILMAN ANTHONY**

1106 Okay. So this will be heard at the May 16th City Council meeting, and the City Council will
1107 vote. So thank you all for coming down for your public comment. I appreciate it. And we'll go
1108 from there. Thank you.

Exhibit 117

840-050

MEETING MINUTES

Prepared By: Steve Jones

702-804-2130
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Re: **The 435 TDS
Design Workshop on 435 TDS 7/26/2018 Comments**

Place: City of Las Vegas Public Works – Opal Conference Room (7th Floor)

Date: August 13, 2018 Time: 9:00 am to 10:30am

Attendees: Peter Jackson, CLV
Jennifer Shinn, CLV
Mark Sorensen, CLV
Steve Jones, GCW
Scott Plummer, GCW

General Discussion Items:

- Rules state when processing a Technical Drainage Study (TDS) through the CLV, that zoning/planning approval of the entitlements on a property are required to be approved prior to conditional approval can be given on a TDS. CLV staff discussed that due to the ongoing litigation standing on the entitlements for the property, that direction from the City Manager's office was that City staff is not authorized to provide conditional approval on this TDS. CLV also discussed that review of any addendums or responses to comments can proceed; however, until litigation on the entitlements is resolved, conditional approval can't be issued on this TDS.
- This project is required to submit and receive approval on a CLOMR thru FEMA. Typically on a project like this where improvements are the reason for the map revision request, the City has authorization to sign off on the community acknowledgement block on the FEMA forms with a conditional drainage study approval. If the TDS is not able to receive conditional approval per above discussion, CLV staff will have to review if it has the authority to sign the community acknowledgement block on the FEMA forms required for CLOMR submittal.
 - CLV staff did note that if the owner wanted to complete a LOMR application based on existing condition hydraulics thru the property, an approved TDS may not be necessary.
- GCW inquired why this comment letter produced so many comments on the storm drain design that they saw the design similarly presented in the previous submittals, and very few comments were regarding the storm drain extended through the site. CLV clarified that the previous 2 submittals were addressing a proposed interim collector design near the boundary of the 17.5 acres known as The 435 and the storm drain was only presented as a concept for the engineer's use to ensure proper design of the storm drain through the The 435 property. Now that the design is shown proposed, and the engineer had changed design parameters with a smaller size RCB and had addressed other commented concerns, CLV staff communicated that this was considered a fresh review of the storm drain in the July 2018 comment letter. CLV staff iterated that the design as presented is an approvable design, much preferred over the last 2 submittals

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with the interim open channel collector concept and also the design presented in the 1st submittal from 2016 because the high velocities are managed more effectively. The CLV staff also discussed that the comments at this stage are more for clarification, in which GCW noted this meeting is intended as a design workshop to ensure any clarification needed is provided to the CLV staff in an effort to receive conditional approval on the TDS.

| Comment No. | Comment | Discussion/Response |
|-------------|---|---|
| 1 | Based on the WSPG models, the velocity head and super elevation depth in Mainline 1 and Mainline 2 result in additional hydraulic pressure in the system that is not accounted for in the current design. Provide conceptual structural details of the storm drain improvements (Mainline, manholes, etc.) to address the hydraulic pressures and high velocities. CLV Flood Control review of the conceptual structural details is required prior to conditional approval of the drainage study. | CLV noted that since the RCBs are minimally covered, extra RCB design such as strengthening manhole designs on top of the RCB, or stronger concrete is required to protect against high HGLs and velocities in the RCB. Therefore, CLV is requiring some further structural information such as concept details to show adequate design parameters. It was agreed that GCW would provide 30% level structural details for this project in the next submittal. |
| 2 | Horizontal curvature information has been included in the WSPG model for Mainline 1, but no super elevation is shown in the results. The super elevation depth and velocity head results are needed to estimate the additional hydraulic pressure in the system and is to be incorporated in the storm drain system structural design | GCW concurred that although the WSPG program is supposed to compute additional bend/super-elevation losses in a closed storm drain, it was observed thru internal calculation that this additional loss is negated. Therefore, it was agreed that GCW will perform an additional CCRFCD Manual super-elevation calculation at bends and arithmetically add it to the HGL currently shown on the plans. GCW would ensure that in the next submittal the FG over the RCB would be minimum 18-inches above the new HGL accounting for super-elevation in order to protect the structural integrity of the RCB including manhole risers and pipe penetration collars. Additionally, GCW would account for the velocity head by using the energy grade line thru the confluence structure of the two main trunks as the design HGL in the structure. |
| 3 | The design of the storm drain system shall include the impacts of super elevation to the established HGL. As an example, the WSPG model for Mainline 2 shows an 8 foot super elevation depth that needs to be added to the HGL shown | GCW agreed to adjust the plans to show the HGL as the WSPG water depth plus additional CCRFCD Manual super-elevation depth. GCW also discussed that all bends in the design meet CCRFCD Manual super-elevation criteria. |
| 4 | Transition No 19 presented in the WSPG model shows a transition structure length of 30 feet. The model of this transition does not adequately reflect the proposed design per C5.01 since this is not a symmetrical transition structure. Provide calculations to evaluate the hydraulic performance of this transition structure as well as its impact to the water surface elevation | After discussion, CLV understood that the project proposes to connect directly into the existing headwall of the dual 12'x12' RCBs and not reconstruct any portion of the skewed existing dual RCBs. GCW will clarify design in the conceptual structural detail of the connection structure, and no additional hydraulic calculations are necessary. |
| 5 | A post-project condition HEC-RAS model is required to show how the proposed, new SFHA Zone A ties into the existing SFHA Zone A areas. Provide an exhibit to reflect the post-project condition model and include a | GCW agreed to provide a post-project HEC-RAS thru the existing condition sections previously provided upstream of the project to the proposed sump prior to flow entering the storm drain. The downstream boundary condition in the sump will be established as |

| Comment No. | Comment | Discussion/Response |
|-------------|--|---|
| | summary table. Clearly indicate the SFHA Zone A areas to remain, proposed SFHA Zone A tie-in, and SFHA Zone A to be removed | the improved inlet WSE. GCW discussed and will summarize in the next submittal that the FEMA mapping tie-in will begin where the difference in WSE between existing and proposed conditions is 1-ft or less, per FEMA criteria. The Figure 8R previously submitted showing the mapping tie-ins will be blown up to better show the proposed FEMA mapping. |
| 6 | Provide calculations to support the water surface elevation shown on C5.04 and C5.07 at the entrances of Mainline 1 and Mainline 2. It appears that the water surface elevations shown were obtained directly from the WSPG model outputs. Supporting calculations need to be provided to verify the water surface elevations presented adequately represent the flow entering the proposed improvement from the natural channels | GCW discussed its method for computing WSE and determining improved inlet design was by inlet/outlet control with minimum computed CCRFCD Manual transition length to the larger RCB opening, because extending the WSPG model to the upstream terminus of the improved inlet resulted in unreasonable results such as a larger size inlet than the inlet existing at Alta for almost twice the amount of flow. Now that the methodology is understood, CLV staff agreed to re-review these areas after GCW sends the unreasonable hydraulic model. |
| 7 | Due the extension of the storm drain system, provide a grated access structure along Mainline 1 upstream of the junction structure. Revise the drainage easement to include this area and provide a maintenance road to access structure | GCW noted that this request was identified in previous meetings, and the next submittal will provide accordingly. The grate elevation shall be minimum 18-inches above the HGL with super-elevation. |
| 8 | Provide WSPG models for the newly proposed storm drain system using a Manning's n-value of 0.013 in order to identify critical sections of storm drain with high velocities. Once these areas have been identified, utilize the combined n-values as discussed in the response letter to reflect erosion mitigation measures. The models with the combined n-values shall also utilize an n-value of 0.015 for the rest of the storm drain that does not require erosion mitigation for sensitivity analysis | CLV clarified that it agrees the design presented in the last submittal is acceptable with 0.015 roughness and rougher 0.023 where corrugated sides is proposed. CLV only requests the 0.013 manning's roughness model as a side model for adhering to CCRFCD criteria that RCBs are to be analyzed with 0.013 roughness. The results of the 0.013 roughness model is to be used only for informational purposes to protect against potential abnormalities such as unusual hydraulic jumps, etc. If GCW finds any abnormalities, re-consultation with CLV may be required. |
| 9 | The .WSX file for "Main0626" (Mainline 1) WSPG models have been provided with this submittal. Provide the typical input and output files for the "Main0626" WSPG models for the interim and ultimate conditions in order to verify input and output information | The type of modeling program was clarified with CLV staff as an acceptable resource, which was agreed to. GCW volunteered to create a summary table that will help the CLV staff more easily review its results |
| 10 | Provide WSPG models of the interim condition reflecting the 20'x14' RCB entrance and transition to 10'x10' RCB for Mainline 1 and the 20'x12' RCB entrance and transition to 10'x8' RCB for Mainline2 | CLV staff will re-review GCW methodology per discussion included in response to Comment #6. |
| 11 | Provide a Standard Form 4 for the basis of the HEC-1 model for the interim condition | GCW acknowledged the City's request, and will provide accordingly. |
| 12 | Revise FIG8R to match the WSPG model for Mainline 1 reflecting the combined n-value of 0.023 for WSPG stations -7825.45 and -7573.63 | GCW acknowledged the City's request, and will provide accordingly. |

| Comment No. | Comment | Discussion/Response |
|-------------|---|--|
| 13 | It is noted that Mainline 2 was modeled as the system extended for future conditions. Discuss/provide the future design parameters the model was based upon | GCW discussed that its assumptions for the Mainline 2 hydraulic model extension was discussed and included in the 1st response to comments from September 2017. CLV concurred and determined the comment to be voided. |
| 14 | Provide calculations to support the design of the 2:1 slope and verify that the ground cover material is sufficient for conveying the flows entering the Mainline 1 and 2 systems. Provide erosion protection based upon velocities | Both CLV and GCW agreed for the potential of erosion or head-cutting down the 2:1 slope to the improved inlet. GCW agreed to extend the concrete with cut-off wall at its 2 major improved inlets up the 2:1 slope to the existing wash for erosion protection. |
| 15 | Verify the velocities at all sumps of the lateral facilities to ensure erosion is mitigated and provide Best Management Practices accordingly | CLV agreed that GCW could place riprap pads in the sumps to protect against erosion upstream of the lateral drains. Additionally, GCW will re-evaluate slopes of the lateral storm drains to eliminate high velocities (over 25-fps) in the storm drain to protect the pipe itself from erosion. |
| 16 | Provide sediment control at inlet structures of Mainline 1 and Mainline 2 | GCW showed a similar means for sediment control at the improved inlet structures accepted on a similar project. CLV agreed that GCW could stage the bottom of the sump below the invert of the RCB opening by 2-ft, with a low flow DI and drain pipe for positive drainage. |
| 17 | It is noted that maintenance access has been provided for Lateral 5 (6'x6' RCB) and Lateral 9 (24" RCP) but not for Lateral 3 facilities. Review and revise accordingly | After review, GCW agreed to provide according to the CLV comment. |
| 18 | Show the location of Section 1 on FIG15 | GCW acknowledged the City's request, and will provide accordingly. |
| 19 | Update the inlet calculations to include the corresponding Facility numbers (e.g. 24 inch RCP – Facility 7A). | GCW acknowledged the City's request, and will provide accordingly. |
| 20 | Laterals 5, 7, and 8 have velocities that exceed the maximum allowable velocity of 25 feet per second based on design slopes. Revise the lateral slopes accordingly to meet criteria | GCW acknowledged the City's request, and will provide accordingly. Additionally, CLV agreed that if the slope in the pipe was reduced to minimum (0.5%) and high velocities still result, GCW could utilize 1-inch sacrificial concrete as a means for protection of the pipe. CLV requests that 6,000 psi concrete also be specified in these areas. |
| 21 | The future minimum finished floor elevations of the southern portion of the proposed lots must be higher than the road grades of the future road. Future road grades (CL and TC elevations) are not apparent, therefore the minimum finished floor elevations cannot be verified to meet criteria | CLV and GCW agreed that future studies will address minimum finished floor elevations on the site. Additionally, it was also discussed that future finished floor elevations do not need to be higher than the future road as the comment suggests; however, the engineer will be required to mitigate for these areas where the road is higher by other improvements such as floodwalls, waterproofing, etc. that will be reviewed in the future studies. |

| Comment No. | Comment | Discussion/Response |
|-------------|--|--|
| 22 | Show future road grades on profiles | CLV staff clarified that the intent of showing the future road grades is to make sure that the manholes are constructed in a manner that minimizes re-construction of the entire cone/collar when they are adjusted in the future. GCW agreed to show the manholes an adequate height above the proposed rough grade and show a conceptual road profile to enough accuracy to design manholes with some permanence. CLV will allow stipulations on the plans by GCW to ensure that roadway design on the site could change in the future when the buildings are detailed graded. |
| 23 | Remove the note for temporary plug and cap for the 6' x 6' RCB as it appears it is proposed to convey interim flows | GCW acknowledged the City's request, and will provide accordingly. |
| 24 | Label Laterals 5 through 9 on the plan and profile to correspond to the lateral profiles on Sheets C5.010 and C5.11 | GCW acknowledged the City's request, and will provide accordingly. |
| 25 | Provide stationing on all lateral profiles. Lateral profiles shall be based on the mainline stationing with corresponding offsets and angles | GCW acknowledged the City's request, and will provide accordingly. |
| 26 | SDMH #101 and #102 are called out as Type I manholes on the profile but the plan references Construction Note 4 which calls out Type I-A. Review and revise accordingly | GCW acknowledged the City's request, and will provide accordingly. |
| 27 | Revise the Construction Notes to remove any notes that are no longer applicable to the current proposed design (e.g. notes 2 and 14) and provide Construction Note labels on the plans (e.g. notes 3, 16, and 17). | GCW acknowledged the City's request, and will provide accordingly. |
| 28 | Provide structural details for the RCB construction including the sections of the lined invert and corrugated wall faces | CLV staff agrees that the structural details required for next submittal are conceptual in nature, similar to 30% design plans on a CIP. GCW will comply. |
| 29 | Provide structural details for shallow manholes | CLV staff agrees that the structural details required for next submittal are conceptual in nature, similar to 30% design plans on a CIP. GCW will comply. |
| 30 | Provide structural details for all transition structures | CLV staff agrees that the structural details required for next submittal are conceptual in nature, similar to 30% design plans on a CIP. GCW will comply. |
| 31 | Provide structural details for connection into existing dual 12'x12' RCBs | CLV staff agrees that the structural details required for next submittal are conceptual in nature, similar to 30% design plans on a CIP. GCW will comply. |
| 32 | Provide structural details for the proposed headwall at the 20' x 12' RCB storm drain | CLV staff agrees that the structural details required for next submittal are conceptual in nature, similar to 30% design plans on a CIP. GCW will comply. |
| 33 | Provide a note on the structural details that specifies 6000-psi strength concrete for all segments of storm drain where velocities exceed 25 feet per second based on the n-value of 0.013 | GCW acknowledged the City's request, and will provide accordingly. Note that the comment was corrected by CLV staff to provide 6,000-psi note on the areas with high velocities determined in the 0.015 roughness model. |

| Comment No. | Comment | Discussion/Response |
|-------------|---|--|
| 34 | It appears that the HGL is within 1 foot of the proposed grade at the transition structure for the confluence of Mainline 1 and Mainline 2. Review and revise accordingly | GCW will be adjusting all FG on the project to be minimum 18-inches above the design HGL (adjusted per discussions in Response to Comment #2). Therefore, no additional structural design is required. |
| 35 | Verify that the minimum allowable cover over the storm drain is 1 foot or greater at any point along the system, specifically between stations 75+50 to 79+00 | GCW will be adjusting all FG on the project to be minimum 18-inches above the design HGL (adjusted per discussions in Response to Comment #2). Therefore, no additional structural design is required. |
| 36 | The engineer must review the pipe hydraulics to verify system design to keep the HGL 18 inches below finished grade. Where the HGL is less than 18 inches, the manholes shall have hinged and grated lids with extended concrete collars tied to the box | GCW will be adjusting all FG on the project to be minimum 18-inches above the design HGL (adjusted per discussions in Response to Comment #2). Therefore, no additional structural design is required. |
| 37 | Provide fall protection at the Mainline 1 inlet structure as well as the bigger interim facilities | CLV and GCW agreed that post and cable railing will be provided anywhere there is a vertical drop from the top of the 2 main trunk storm drains. |
| 38 | Provide access to all storm drain manholes from the main access path along the system. Include turnaround areas where the access road dead-ends | Larger areas for turnaround will be provided at the storm drain manholes on the transition structures, and access grate. |
| 39 | It appears there is a storm drain manhole shown on the plans at approximate station 69+28 but not labeled or shown in the profile. If no manhole is proposed at this location, revise the location of storm drain access manhole SDMH #111 to be spaced a maximum of 400 feet from SDMH #113 | GCW acknowledged the City's request, and will provide accordingly. |
| 40 | Revise CLV General Note 21 (effective June 4, 2018) to reference the applicable Final Location Map option for this project | CLV staff provided GCW the applicable note to add onto the plans to satisfy comment. |
| 41 | All manholes in unimproved/rough graded areas shall include a locking lid with extended concrete collar, set above grade | CLV staff is requesting crossbar locking lid, similar to the sewer locking manhole detail, and GCW agreed to provide. |
| 42 | Waterproofing of the RCB is required where future landscaping is anticipated and outside of future roadway improvements | To further landscaping restrictions within public drainage easements, GCW agreed to add notes to the RCB trench detail that no deep rooted trees or 3-ft plus high trees are allowed directly over the RCB. |
| 50 | The proposed improvements show drainage facilities of a size that must be reviewed for access and maintenance concerns. The engineer must submit an extra set of improvement plans to the City Streets & Sanitation Department for their review and comments. Streets & Sanitation Department's approval must be secured prior to the conditional drainage study approval | Since there has been no response to review on the plans by Streets & Sanitation Department which is required for conditional approval of the TDS, GCW was tasked to schedule a meeting with Matthew Meyer to discuss the project prior to resubmittal. |