

RECEIVED

February 25, 2025

STATE OF NEVADA
DEPARTMENT OF TAXATION**Nevada State Board of Equalization
Taxpayer Petition for Appeal from****the Decision of the County Board of Equalization**

If you have questions about this form or the appeal process, please call: (775) 684-2160.

Email completed form to: stateboard@tax.state.nv.us or Fax (775) 684-2020 EMAIL or FAX by 5:00 p.m. March 10, 2025

Mail: State Board of Equalization, 3850 Arrowhead Dr, Carson City, NV, 89706 POSTMARK by 5:00 p.m. March 10, 2025

Please Print or Type:**Part A. PROPERTY OWNER AND PETITIONER INFORMATION**

NAME OF PROPERTY OWNER AS IT APPEARS ON THE TAX ROLL FOOTHILLS VILLAGE III INC.					
NAME OF PETITIONER (IF DIFFERENT THAN PROPERTY OWNER LISTED IN PART A) PAUL BYKOWSKI				TITLE SR. VP OF LAND DEVELOPMENT	
MAILING ADDRESS OF PETITIONER (STREET ADDRESS OR P.O. BOX) 552 S. STEPHANIE ST.					
EMAIL ADDRESS pbykowski@macdonaldproperties.com					
CITY HENDERSON	STATE NV	ZIP CODE 89012	DAYTIME PHONE 702 458-0001	ALTERNATE PHONE	FAX NUMBER

Part B. PROPERTY OWNER ENTITY DESCRIPTION*Check organization type which best describes the Property Owner if an entity and not a natural person. Natural persons may skip Part B.*

- ☐ Sole Proprietorship ☐ Trust ☒ Corporation
☐ Limited Liability Company (LLC) ☐ General or Limited Partnership ☐ Government or Governmental Agency
☐ Other, please describe: _____

The organization described above was formed under the laws of the State of _____.

The organization described above is a non-profit organization. ☐ Yes ☐ No**Part C. RELATIONSHIP OF PETITIONER TO PROPERTY OWNER IN PART A***Check box which best describes the relationship of Petitioner to Property Owner: ☒ Additional information may be necessary.*

- ☐ Self ☐ Trustee of Trust ☒ Employee of Property Owner
☐ Co-owner, partner, managing member ☐ Officer of Company
☐ Employee or Officer of Management Company
☐ Employee, Officer, or Owner of Lessee of leasehold, possessory interest, or beneficial interest in real property
☐ Other, please describe: _____

Part D. PROPERTY IDENTIFICATION INFORMATION**1. Enter Physical Address of Property:**

ADDRESS	STREET/ROAD	CITY (IF APPLICABLE)	COUNTY
---------	-------------	----------------------	--------

2. Enter Applicable APN or Account Number from assessment notice or tax bill:

ASSESSOR'S PARCEL NUMBER (APN) 178-27-401-006	ACCOUNT NUMBER
---	----------------

3. Does this appeal involve multiple parcels? Yes ☐ No ☒*List multiple parcels on a separate, letter-sized sheet.*

If yes, enter number of parcels: _____

Multiple parcel list is attached. ☐**4. Check Property Use Type: ☒**

<input checked="" type="checkbox"/> Vacant Land	<input type="checkbox"/> Mobile Home (Not on foundation)	<input type="checkbox"/> Mining Property
<input type="checkbox"/> Residential Property	<input type="checkbox"/> Commercial Property	<input type="checkbox"/> Industrial Property
<input type="checkbox"/> Multi-Family Residential Property	<input type="checkbox"/> Agricultural Property	<input type="checkbox"/> Personal Property
<input type="checkbox"/> Possessory Interest in Real or Personal property		

5. Check Year and Roll Type of Assessment being appealed: ☒

<input checked="" type="checkbox"/> 2025-2026 Secured Roll	<input type="checkbox"/> 2024-2025 Unsecured Roll	<input type="checkbox"/> 2024-2025 Supplemental Roll
<input type="checkbox"/> 2025-2026 Centrally-assessed Roll	<input type="checkbox"/> 2024-2025 Net Proceeds Roll	

Other years being appealed: _____

*Be prepared to cite the legal authority, if any, that permits the State Board to consider appeals of taxable value from prior years.***Part E. VALUE OF PROPERTY**

Property Type	As established by County Board of Equalization		Property Owner: What is the value you seek? Write N/A on each line for values which are not being appealed.	
	Taxable Value	Assessed Value	Taxable Value	Assessed value
Land				
Buildings				
Personal Property				
Total	290,800		0	

For Clerk Use Only

25-111

Part F. TYPE OF APPEAL*Check box which best describes the authority of the State Board to take jurisdiction to hear the appeal.*

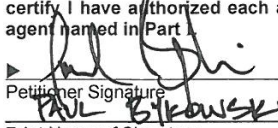
<input checked="" type="checkbox"/>	NRS 361.360(1); NRS 361.400(2): The value of real or personal property is being appealed; the Petitioner is aggrieved at the action of the County Board or the failure of the County Board to equalize resulting in overvaluation of property or undervaluation or non-assessment of other property.
<input type="checkbox"/>	NRS 361A.240(2)(b): The under-or-over valuation of open-space use property is being appealed
<input type="checkbox"/>	NRS 361A.273(1): This is an appeal of a determination that agricultural property has been converted to a higher use and for valuations for deferred tax years; the notice of conversion from the assessor was received after July 1 and before December 16 and the appeal was heard by the County Board.
<input type="checkbox"/>	NRS 361.360(1); NAC 361.747(2)(c): The property was denied an exemption that is allowed by law. If so, describe the applicable exemption:
<input type="checkbox"/>	Other reason, please describe.

Part G. ATTACH A BRIEF STATEMENT OR LETTER DESCRIBING THE ISSUES AND CONTENTIONS IN THIS APPEAL.**Part H. COUNTY APPEAL INFORMATION**

County in which appeal was heard: CLARK	County Case Number: 25-00521	Date Heard by County: 2/20/25
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VERIFICATION

I verify (or declare) under penalty of perjury under the laws of the State of Nevada that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief; and that I am either (1) the person who owns or controls taxable property, or possesses in its entirety taxable property, or the lessee or user of a leasehold interest, possessory interest, beneficial interest or beneficial use, pursuant to NRS 361.334; or (2) I am a person employed by the Property Owner or an affiliate of the Property Owner and I am acting within the scope of my employment. If Part I below is completed, I further certify I have authorized each agent named therein to represent the Property Owner as stated and I have the authority to appoint each agent named in Part I.


 Petitioner Signature _____ Title **SR. VP OF LAND DEVELOPMENT**
 Print Name of Signatory **PAUL GIKOWSKI** Date **2/25/25**

Part I. AUTHORIZATION OF AGENT *Complete this section only if an agent, including an attorney, has been appointed to represent the Property Owner/Petitioner in proceedings before the State Board. List additional authorized agents on a separate sheet as needed, including printed name, contact information, signature, title and date.*


I hereby authorize the agent whose name and contact information appears below to file a petition to the Nevada State Board of Equalization and to contest the value and/or exemption established for the properties named in Part D(2) of this Petition. I further authorize the agent listed below to receive all notices and decision letters related thereto; and represent the Petitioner in all related hearings and matters including stipulations and withdrawals before the Nevada State Board of Equalization. This authorization is limited to the appeal of property valuation for the tax roll and fiscal year named in Part D(5) of this Petition.

Authorized Agent Contact Information:

NAME OF AUTHORIZED AGENT			TITLE		
AUTHORIZED AGENT COMPANY IF APPLICABLE			EMAIL ADDRESS		
MAILING ADDRESS OF AUTHORIZED AGENT (STREET ADDRESS OR P.O. BOX)					
CITY	STATE	ZIP CODE	DAYTIME PHONE	ALTERNATE PHONE	FAX NUMBER

Authorized Agent must check each applicable statement and sign below.

☐ I hereby accept appointment as the authorized agent of the Property Owner in proceedings before the County Board.
☐ I verify (or declare) under penalty of perjury under the laws of the State of Nevada that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief; and I am the authorized agent with authority to petition the State Board subject to the requirements of NRS 361.362 and the limitations contained in the Agent Authorization Form to be separately submitted.


 Authorized Agent Signature _____ Title _____
 Print Name of Signatory _____ Date _____



**MACDONALD™
HIGHLANDS**

February 25, 2025

State Board of Equalization
3850 Arrowhead Dr.
Carson City, NV 89706

SUBJECT: Appeal #25-00521

To Whom it May Concern:

I am appealing the decision of the County Board of Equalization as the taxable value exceeds the actual cash value of the property. This property is community open space and is zoned PS. There is a conservation easement on the majority of the property. The area without conservation easement is a wash or an undevelopable steep cliff. All of the comps provided by the Assessors office were for property zoned residential or DH which will be developed as residential. These are not appropriate comps for community open space and resulted in this property being overvalued.

More accurate comps for this property would be the open space parcels in the adjacent development, Ascaya. Parcels 178-33-510-042, 178-33-510-043 and 178-33-113-002 are all similar parcels in the neighboring development that are all valued at \$0 by the Assessors office. If these comps were used we would have had a similar assessment of \$0.

A parcel reserved for community open space which requires expenditures for maintenance holds no cash value and should be assessed as such.

Should you have any questions, please do not hesitate to contact me at (702) 458-0001.

Sincerely,

Paul Bykowski
Sr. VP of Land Development

cc: File

H:\MacDonald Highlands\Community\General\FV\III Appeal 2-25-25.doc

552 South Stephanie Street
Henderson, Nevada 89012
702.458.0001 • Fax 702.458-5570
www.macdonaldhighlands.com

From: [Paul Bykowski](#)
To: [State Board Equalization](#)
Subject: Appeal #25-00521
Date: Tuesday, February 25, 2025 4:59:47 PM
Attachments: [S250-00521-001.pdf](#)
[S250-00521-002.pdf](#)

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Attached is my appeal form and backup letter.

Let me know if you need anything else.

Paul Bykowski
Sr. VP of Land Development
MacDonald Highlands
552 South Stephanie Street
Henderson, Nevada 89012
702-458-0001
702-458-5570 Fax
www.macdonaldhighlands.com



STATE OF NEVADA
STATE BOARD OF EQUALIZATION

JOE LOMBARDO
Governor

3850 Arrowhead Drive, 2nd Floor
Carson City, Nevada 89706
Telephone (775) 684-2160
Fax (775) 684-2020

SHELLIE HUGHES
Secretary

Taxpayer:

Foothills Village III Inc.
Attn: Paul Bykowski
552 S. Stephanie St.
Henderson, NV 89012

Parcel/ID:

APN 178-27-401-006

CONFIRMATION OF APPEAL

Your appeal has been received by the State Board of Equalization. When making reference to this appeal, please use the SBE Case Number assigned. The case number may be found at the bottom of this letter. Hearings will be held in Carson City and Las Vegas, Nevada.

State Board of Equalization hearings are scheduled from March through October. The parties will be notified, by certified mail, of the date and approximate time of the hearing. If more information about the appeal process is required, please call the Board staff at the numbers listed below. At this time, the precise hearing day has not yet been set.

If someone is representing you in this matter, and you have NOT already submitted an original signed authorization, it must be received by this office before any materials, including hearing notices, are sent to your representative. NRS 361.362 requires that the agent be authorized in writing on a form to be provided. This form must be submitted to the State Board before the hearing and have original signatures of the property owner and the agent. An authorization form can be downloaded from our website at:
http://tax.nv.gov/Boards/State_Board_of_Equalization_Forms/State_Board_of_Equalization_Forms/

If the appeal involves a matter that is currently in litigation before the courts of Nevada, it is the policy of the State Board to hold the appeal in abeyance pending the resolution of the court litigation unless the parties agree that the court litigation will not be relevant to the appeal before the State Board.

Christina Griffith, Program Officer
Department of Taxation
3850 Arrowhead Drive, Second Floor
Carson City, NV 89706
Ph: (775) 684-2160
Fax:(775) 684-2020
stateboard@tax.state.nv.us

STATE BOARD OF EQUALIZATION CASE NUMBER: 25 - 111

Appellant Authorized Agent:

Assessor/Dept:

MS. BRIANA JOHNSON
CLARK COUNTY ASSESSOR
500 SOUTH GRAND CENTRAL PARKWAY 2ND FL
LAS VEGAS NV 89155-1401

Respondent Authorized Agent:

2/27/2025

COUNTY RECORD

**State Board of Equalization Records Request
Preference of Order**

CLARK COUNTY BOARD OF EQUALIZATION

GENERAL INDEX

CBOE Case #: [521](#)
SBOE Case #: [25-111](#)
Parcel #: [178-27-401-006](#)
CBOE Hearing Date: [February 20, 2025](#)
Petitioner: [FOOTHILLS VILLAGE III INC](#)
Respondent: [Clark County Assessor](#)

1. Clerk's Certification of Copy
2. Petition for Review of Assessed Valuation
3. Evidence of Mailing Notice of Hearing
4. Notice of Decision
5. Petitioner's Exhibits
6. Assessor's Exhibits
7. Audio and Video Evidence (will be transmitted separately)
8. Minutes (see pertinent pages dated [February 20, 2025](#))

CERTIFICATION OF COPY

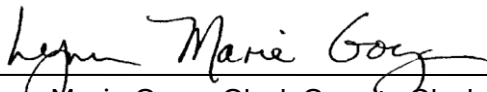
STATE OF NEVADA)
)§
COUNTY OF CLARK)

I, LYNN MARIE GOYA, the duly qualified and acting Clerk of Clark County, in the State of Nevada, and Ex-Officio Clerk of the Clark County Board of Equalization, do hereby certify that the foregoing is a true, full and correct copy of the original now on file and of record in this office:

CBOE Case #: **521**
Hearing Date: **February 20, 2025**
Parcel #: **178-27-401-006**
Petitioner: **FOOTHILLS VILLAGE III INC**



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Clark County at my office, Las Vegas, Nevada, May 22, 2025..



Lynn Marie Goya, Clark County Clerk

01062025



APPEAL FORM # 25-00521

Clark County Board of Equalization

PETITION FOR REVIEW OF TAXABLE VALUATION

Submit this Petition Form no later than 5 p.m. of the date due. Most types of appeals must be filed no later than January 15th. If the appeal involves valuation of property escaping taxation, or a determination that agricultural property has been converted to a higher use, a different due date may apply.

Please Print or Type:

Part A. PROPERTY OWNER/PETITIONER INFORMATION (Agents Information to be completed in Part H)

NAME OF PROPERTY OWNER AS IT APPEARS ON THE TAX ROLL FOOTHILLS VILLAGE III INC				TITLE SR. VP of LAND DEVELOPMENT	
NAME OF PETITIONER (IF DIFFERENT FROM PROPERTY OWNER) PAUL BIKOWSKI				EMAIL ADDRESS pbikowski@macdonaldproperties.com	
MAILING ADDRESS OF PETITIONER (STREET ADDRESS OR P.O. BOX) 552 S. STEPHANIE ST.				ALTERNATE PHONE FAX NUMBER	
CITY HENDERSON	STATE NV	ZIP CODE 89012	DAYTIME PHONE 702 458-0001		

Part B. PROPERTY OWNER ENTITY DESCRIPTION

Check organization type which best describes the Property Owner if an entity and not a natural person. Natural persons may skip Part B.

- ☐ Sole Proprietorship ☐ Trust ☒ Corporation
☐ Limited Liability Company (LLC) ☐ General or Limited Partnership ☐ Government or Governmental Agency
☐ Other, please describe:

The organization described above was formed under the laws of the State of _____

The organization described above is a non-profit organization ☐ Yes ☐ No

Part C. RELATIONSHIP OF PETITIONER IN PART C TO PROPERTY OWNER IN PART A

Check box which best describes the relationship of Petitioner to Property Owner: ☐ Additional information may be necessary. Please see Instructions.

- ☐ Self ☐ Trustee of Trust ☒ Employee of Property Owner
☐ Co-owner, Partner, Management Member ☐ Officer of Company
☐ Employee or Officer of Management Company
☐ Employee, Officer, or Owner of Lessee of leasehold, possessory interest, or beneficial interest in real property.
☐ Other, please describe:

Part D. PROPERTY IDENTIFICATION INFORMATION

1. Enter Physical Address of Property:

ADDRESS STREET/ROAD	CITY (IF APPLICABLE) HENDERSON	COUNTY
PURCHASE PRICE:	PURCHASE DATE:	

2. Enter Applicable Assessor Parcel Number or Personal Property Account Number from assessment notice or tax bill:

ASSESSOR'S PARCEL NUMBER (APN) 178-27-401-006	ACCOUNT NUMBER
--	----------------

3. Does this appeal involve multiple parcels? Yes ☐ No ☒ List multiple parcels on a separate, letter-sized sheet.

If yes, enter number of parcels: _____ Multiple parcel list is attached.

Appeals must be single parcels unless multiple contiguous parcels act as a single unit.

4. Check Property Type: ☒

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Vacant Land | <input type="checkbox"/> Mobile Home (Not on foundation) | <input type="checkbox"/> Mining Property |
| <input type="checkbox"/> Residential Property | <input type="checkbox"/> Commercial Property | <input type="checkbox"/> Industrial Property |
| <input type="checkbox"/> Multi-Family Residential Property | <input type="checkbox"/> Agricultural Property | <input type="checkbox"/> Personal Property |
| <input type="checkbox"/> Possessory Interest in Real or Personal property | | <input type="checkbox"/> Exemption |

5. Check Year and Roll Type of Assessment being appealed:

<input checked="" type="checkbox"/> 25-26 Secured Roll
--

Part E. VALUE OF PROPERTY

Property Owner: What is the value you seek? Write N/A on each line for values which are not being appealed. See NRS 361.025 for the definition of Full Cash Value.

Property Type	Assessor's Taxable Value	Owner's Opinion of Value
Land		
Buildings		
Personal Property		
Possessory interest in real property		
Exempt Value		
Total	2,421,000	0

01002025

APPEAL FORM # 25-00521

Part F. TYPE OF APPEAL

Check box which best describes the authority of the County Board to take jurisdiction to hear the appeal.

- ☒ NRS 361.357: The full cash value of my property is less than the computed taxable value of the property.
- ☐ NRS 361.356: My property is assessed at a higher value than another property that has an identical use and a comparable location to my property.
- ☐ NRS 361.355: My property is overvalued because other property within the county is undervalued or not assessed; and have attached the proof showing the owner, the location, the description and the taxable value of the undervalued property.
- ☐ NRS 361.155: I request a review of the Assessor's decision to deny my claim for exemption from property taxes.
- ☐ NRS 361A.280: The Assessor has determined my agricultural property has been converted to a higher use and that deferred taxes are now due.
- ☐ NRS 361.769: My property has been assessed as property escaping taxation for this year and/or prior years.

Part G. WRITE A STATEMENT DESCRIBING THE FACTS AND/OR REASONS FOR YOUR APPEAL, REQUEST FOR REVIEW OR COMPLAINT. (ATTACH A SEPARATE PAGE IF MORE ROOM IS NEEDED)

The developable portion of this parcel is restricted with a conservation easement. The remainder of parcel is an undevelopable wash area.

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of Nevada that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief; and that I am either (1) the person who owns or controls taxable property, or possesses in its entirety taxable property, or the lessee or user of a leasehold interest, possessory interest, beneficial interest or beneficial use, pursuant to NRS 361.334; or (2) I am a person employed by the Property Owner or an affiliate of the Property Owner and I am acting within the scope of my employment. If Part H below is completed, I further certify I have authorized the agent named therein to represent the Property Owner as stated and I have the authority to appoint the authorized agent named in Part H.

Owner/Petitioner Signature

Title

Print Name of Owner/Petitioner

Date

Part H. AUTHORIZATION OF AGENT

Complete this section only if an agent, including an attorney, has been appointed to represent the Property Owner/Petitioner in proceedings before the County Board. Read instructions for further information.

I hereby authorize the agent whose name and contact information appears below to file a petition to the Clark County Board of Equalization and to contest the value and/or exemption established for the properties named in Part D(2) of this Petition.

I further authorize the agent listed below to receive all notices and decision letters related thereto; and represent the Petitioner in all related hearings and matters including stipulations and withdrawals before the Clark County Board of Equalization. This authorization is limited to the appeal of property valuation for the tax roll and fiscal year named in Part D(5) of this Petition.

Authorized Agent Contact Information:

NAME OF AUTHORIZED AGENT:		TITLE:			
AUTHORIZED AGENT COMPANY, IF APPLICABLE:		EMAIL ADDRESS:			
MAILING ADDRESS OF AUTHORIZED AGENT (STREET ADDRESS OR P.O. BOX)					
CITY	STATE	ZIP CODE	DAYTIME PHONE	ALTERNATE PHONE	FAX NUMBER

I hereby accept appointment as the authorized agent of the Property Owner in proceedings before the County Board.

CERTIFICATION

Agent Signature required only if Petitioner did not sign certification and a separate Agent Authorization will be submitted.

I certify (or declare) under penalty of perjury under the laws of the State of Nevada that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief; and I am the authorized agent with authority to petition the Clark County Board subject to the requirements of NRS 361.362 and NAC 361.TBD (7012) and the limitations contained in the Agent Authorization Form to be separately submitted

Authorized Agent Signature

Title

Print Name of Signatory

Date

☐ I hereby withdraw appeal to the Board of Equalization

Signature of Owner or Authorized Agent/Attorney

Date

01062025



APPEAL FORM # 25-00521

Clark County Board of Equalization

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01662625

APPEAL FORM # 25-00521

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Owner/Petitioner Signature Paul Bylawski Title SR. VP OF LAND DEVELOPMENT

Print Name of Owner/Petitioner Paul Bylawski Date 1/7/25

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I certify (or declare) under penalty of perjury under the laws of the State of Nevada that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief; and I am the authorized agent with authority to petition the Clark County Board subject to the requirements of NRS 361.362 and NAC 361.TBD (7012) and the limitations contained in the Agent Authorization Form to be separately submitted

Authorized Agent Signature _____ Title _____

Print Name of Signatory _____ Date _____

☐ I hereby withdraw appeal to the Board of Equalization

Signature of Owner or Authorized Agent/Attorney _____ Date _____



Date: 02/06/2025

CLARK COUNTY BOARD OF EQUALIZATION NOTICE OF HEARING

This is your notification that your Petition for Review to the Clark County Board of Equalization for review of the assessed value has been placed on the Agenda for the meeting of:

Date: Thursday, February 20, 2025
Time: 08:00 am
Location: Commission Chambers
Clark County Government Center
500 S Grand Central Pkwy, 1st Floor
Case Number: 00521
Primary APN/ PPID: 178-27-401-006

We encourage you to arrive at the above hearing at the scheduled start time. Depending on the length of the agenda, your case may be heard anytime between the start time noted and the completion of the agenda.

YOUR HEARING DATE HAS BEEN SET, IT CANNOT BE CHANGED.

If you have signed a stipulation letter, you are not required to attend your scheduled hearing; however, stipulated values are subject to review and change by the Board of Equalization. Signed withdrawals are not subject to further action by the Board.

Assessor's data related to your case will be provided to you at the hearing or you may contact the Assessor's Office to check availability prior to the hearing. Please bring this notice in order to receive the documents.

Petitioners requiring a transcript of the hearing must provide and pay for a court reporter. A copy of such transcript must also be provided to the County Clerk and the Secretary of the State Board of Equalization.

The Assessor's Office is located at 500 S. Grand Central Parkway, 2nd Floor.
If you have any questions, please call 702-455-4997.



200 Lewis Avenue
P. O. Box 551604
Las Vegas, NV 89155-1604
702-671-0500 / 702-382-3611 Fax

Office of the County Clerk

Lynn Marie Goya
County Clerk
Commissioner of Civil Marriages

Carl Bates
Assistant County Clerk

521/02-20-25

FOOTHILLS VILLAGE III INC
240 WATER ST PB BOX 95050 MS 131
HENDERSON NV 89009

March 04, 2025

Re: Petition No. 521

Assessment Year:	2025 - 2026
Parcel #:	178-27-401-006
Multiple Parcels:	No
Hearing Date:	February 20, 2025

This is to notify you that the Clark County Board of Equalization has made the following determination on the petition you have filed on the above-described property:

Accepted the Assessor's recommendation (to reduce the total taxable value from \$2,421,000 to \$290,800) as the assessment does not exceed full cash value, based on the information provided

If you have any questions, please contact the Clark County Assessor's Office, 500 South Grand Central Parkway, Second Floor, Las Vegas, NV 89106 Phone: (702) 455-3882.

Sincerely,

A handwritten signature in cursive script that reads "Lynn Marie Goya".

Lynn Marie Goya, Clark County Clerk

Ex-Officio Clerk of:
Board of County Commissioners - Clark County Board of Equalization
Clark County Liquor and Gaming Board - Mt. Charleston Fire Protection District
Clark County Water Reclamation District Board of Trustees - Clark County Debt Management Commission
Clark County Redevelopment Agency - University Medical Center of Southern Nevada Board of Trustees



CLARK COUNTY BOARD OF EQUALIZATION

Case # 521

Petitioner Information

01062025

521

MAIL TO:
APNs: 178-27-401-004
CITY OF HENDERSON
ATTN: Property Management
240 S. WATER ST.
Henderson, NV 89015

Inst #: 20221214-0000906
Fees: \$0.00
12/14/2022 11:20:19 AM
Receipt #: 5177981
Requestor:
HENDERSON CITY-PROPERTY M
Recorded By: DECHO Pgs: 12
Debbie Conway
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: HENDERSON BRANCH

CONSERVATION EASEMENT

This CONSERVATION EASEMENT ("Easement"), dated as of the 6th day of December, 2022 (the "Effective Date"), by and between **FOOTHILLS VILLAGE III, INC.**, a Nevada corporation (hereinafter, the "Grantor"), and the **CITY OF HENDERSON**, a municipal corporation and political subdivision of the State of Nevada ("Grantee").

WHEREAS, Grantor is the fee owner of certain real property located in the City of Henderson, Clark County, Nevada commonly known as Assessor's Parcel No. 178-27-401-004, and more particularly described in the legal description set forth in Exhibit A attached hereto and made a part hereof (the "Conservation Property");

WHEREAS, Grantee is a Holder as defined by NRS 111.410;

WHEREAS, Grantor desires to grant to Grantee a conservation easement over and upon the entire Conservation Property (the "Easement Area") to retain and protect the natural, scenic or open-space value of the Conservation Property, to assure the availability of open-space use, and to preserve the Conservation Property from further development, except on the limited basis stated herein;

WHEREAS, the Easement Area possesses value the preservation of which will provide a significant public benefit, including, but not limited to, open space to preserve the scenic enjoyment of the general public, and will provide habitat protection and connection with the surrounding wild areas;

WHEREAS, the parties have a mutual desire and goal to conserve the Conservation Property, in perpetuity;

WHEREAS, Grantor has received independent legal and financial advice regarding this Conservation Easement to the extent that Grantor has deemed necessary. Grantor freely conveys this Conservation Easement in order to accomplish its conservation purposes.

NOW, THEREFORE, for good and valuable consideration and in consideration of the foregoing covenants contained herein, the parties agree as follows:

1. **Grant of Easement.** Grantor voluntarily grants and conveys to Grantee as a gift without cost, and Grantee voluntarily accepts, this Easement over and upon the Easement Area, to run with the land in perpetuity.

2. **Purpose of the Easement.** The Easement Area shall not be subject to further development and shall be maintained as-near-as-possible to a natural state as exists as of the Effective Date of this Easement for the scenic enjoyment of the public as a public benefit.

3. **Uses of the Easement.**

a. The Easement Area must always be preserved to distinguish and contrast the Conservation Property from the development of property in the vicinity of the Conservation Property and to preserve its natural scenic character. The Conservation Property shall always be held in such a manner that its scenic character will not be degraded, that the general public will be able to visually appreciate its scenic value, and the degree of contrast and variety provided by the visual scene of the Conservation Property will be maintained.

b. Notwithstanding any other provision in this Easement, nothing herein shall prevent Grantee from using the Easement Area for public infrastructure, including, but not limited to, water and sewer transmission pipelines, mains or laterals, trails, walking paths or other limited recreational facilities deemed necessary and useful for any agreed upon use of the Conservation area by the general public. All permitted improvements must be located and constructed so as to minimize their potential negative impacts (including soil erosion and fragmentation) on the Conservation Property and the purposes of this Easement. Upon any use of the Easement Area for public infrastructure by Grantee, Grantee shall restore any disturbed portions of the Conservation Property as-near-as-possible to the existing natural state as of the Effective Date of this Easement.

4. **Limitations on the Conservation Property.**

a. The Conservation Property shall never be parceled, subdivided or developed into lots for any industrial, commercial or residential use. Grantee may grant approval for boundary and lot line adjustments that do not create additional building lots nor increase the long-term easement stewardship and administration responsibilities of the Grantor and/or Grantee. Notwithstanding the foregoing, Grantor may subdivide the Conservation Property for publicly-accessible conservation purposes (such as the creation of a conservation area open to the public, trail corridor or park), if such resulting subdivided parcel(s) is to be conveyed to Grantee or, with Grantee's prior approval, to a public or non-profit organization.

b. Other than the construction, installation or placement of the public infrastructure as allowed in Section 3(b), above, no construction, excavation, grading, clearing, tilling, cultivating, leveling, filling, piling of dirt and/or debris, disturbance, buildings, signs, billboards, or accumulation of trash or garbage shall be allowed on the Conservation Property.

5. **Reserved Rights of Grantor.** Grantor reserves for itself and successors in interest with respect to the Conservation Property, all rights with respect to the Conservation Property except as provided herein, including, without limitation, the right of exclusive use, possession and enjoyment of the Conservation Property, and the right to sell, transfer, lease, mortgage or otherwise

encumber the Conservation Property, subject to the restrictions and covenants set forth in this Easement. Nothing contained in this Easement shall be construed as a grant to the general public or to any other person or entity, of any right to enter upon any part of the Conservation Property, except as otherwise provided herein.

6. Extinguishment of Development Rights. Except as specifically reserved in this Easement, all development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Conservation Property are terminated and extinguished by this Easement and may not be used or transferred to any other property, whether adjacent or otherwise.

7. Notice. Any notices, requests, consents, claims, demands, waivers, and other communications that either party is required to give under this Easement (each, a "Notice") must be made in writing and addressed to the other party at its address set out below (or to any other address that the receiving party may designate from time to time in accordance with this Section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email of a PDF document (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Easement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

To Grantor:

Foothills Village III, Inc.
552 S. Stephanie Street
Henderson, NV 89012

with a copy to:

Henderson City Attorney
Attn: Nicholas Vaskov
240 S. Water Street
P.O. Box 95050, MSC 144
Henderson, NV 89009-5050

To Grantee:

City of Henderson - Public Works
240 S. Water Street
P.O. Box 95050, MSC 131
Henderson, NV 89009-5050

with a copy to:

Henderson City Attorney
Attn: Nicholas Vaskov
240 S. Water Street
P.O. Box 95050, MSC 144
Henderson, NV 89009-5050

8. Enforcement. Grantee may enforce this Easement at law or in equity, including, without limitation, pursuant to the provisions of NRS 111.430, or any part thereof. If there is a violation, or threatened violation, of this Easement, Grantee shall notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by: (a) ceasing the same and (b) restoring the Conservation Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation.

a. Grantee's remedies described in this Easement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Such remedies include the right to recover any damages for violation of the terms of this Easement, including, without

limitation, damages for the loss of scenic, aesthetic, or ecological values and to require restoration of the Conservation Property to the condition that existed prior to any such injury.

b. The owner of the Conservation Property at the time of any injury shall reimburse Grantee for all reasonable expenses incurred by Grantee in enforcing the terms of this Easement, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessary to cure the violation.

c. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

d. Grantor shall not be responsible for any injury to or change in the Conservation Property resulting from natural events beyond the control of the Grantor. Such natural events include fire, flood, storm, earthquake, tornado, landslide or Acts of God, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Property resulting from such causes. This paragraph shall not be construed to relieve the Grantor of the obligation to clean up garbage or materials dumped on the Conservation Property by third parties or to otherwise maintain the Conservation Property in a condition consistent with the purposes of this Easement.

9. **Amendment.** This Conservation Easement may be amended only upon the written agreement of the of Grantee and the then current Grantor (owner) of the Conservation Property. No amendment may be granted unless Grantee determines that such amendment will not adversely affect the protective goals of this Easement and is otherwise consistent with the overall purposes of this Easement.

10. **Conservation Property Conveyance, Lease, or Transfer.** Grantor shall give Grantee notice of any subsequent conveyance, including, without limitation, transfer, lease, or mortgage of the Conservation Property, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance/lease/mortgage/easement] is subject to a Conservation Easement which runs with the land and which was granted to the City of Henderson, Nevada by instrument dated December 06, 2022 and recorded in the office of the Clerk of Clark County, Nevada." The failure to include such language in any deed or instrument shall not affect the validity of this Easement or its applicability to such property.

11. **Taxes and Assessments.** Grantor shall pay all taxes, levies, and assessments and other governmental or municipal charges, which may become a lien on the Conservation Property, including any taxes or levies imposed to make those payments. If Grantor fails to make such payments, Grantee is authorized to make such payments (but shall have no obligation to do so) according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy thereof.

12. Severability. Invalidation of any provision of this Easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect.

13. Binding Effect. The provisions of this Easement shall run with the Conservation Property in perpetuity and shall bind and be enforceable against the Grantor, and all future owners of any interest in the Conservation Property and any party entitled to possession or use of the Conservation Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Conservation Property transferred, cease being a Grantor or owner with respect to such Conservation Property for purposes of this Easement and shall, with respect to the Conservation Property transferred, have no further responsibility, rights, or liability hereunder for acts or conditions arising thereafter on or with respect to such Conservation Property, but the transferor shall remain liable for earlier acts and conditions occurring during the period of its ownership or conduct.

14. Indemnification. Grantee shall not be responsible for injuries or damage to persons or property in connection with Grantee's administration and/or enforcement of this Easement or otherwise with respect to the condition of the Conservation Property, provided that the foregoing shall not absolve Grantee of any liabilities it might otherwise have independently of this Agreement, for wrongfully and directly, without the participation or consent of the Grantor, causing any dangerous condition to come into existence on the Conservation Property. Except in the last-described instance, Grantor agrees to indemnify, defend, and hold Grantee and its officers, employees, and agents and successors and assigns of each of them (collectively "Indemnified Parties") harmless from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees (collectively, "Losses"), arising from or in any way connected with: (a) injury to or the death of any person, or damage to any property or property interest, resulting from any act, omission, condition, or other matter related to or occurring on or about the Conservation Property, regardless of cause, unless due solely to the actions of any of the Indemnified Parties as set forth in the previous sentence; and (b) the release or threatened release by Grantor of any Hazardous Materials on, at, beneath, or from the Conservation Property, or arising from or connected with a violation by Grantor (or Grantor's agents, employees, invitees or guests) of Environmental Laws (as hereinafter defined).

15. The term "Environmental Laws" shall mean all federal, state, and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restrictions and requirements regulating or imposing standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right to know, hazard communication, noise, radioactive materials, resource protection, subdivision, inland wetlands and water courses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect, including, but not limited to, as amended, the Federal Solid Waste Disposal Act ("SWDA"), the Federal Clean Air Act ("CAA"), the Federal Clean Water Act ("CWA"), the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Federal Superfund Amendments and Reauthorization Act of 1986

("SARA"), the Federal Emergency Planning and Community Right-To-Know Act ("EPCRA"), the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act ("TSCA"), and the rules and regulations of the United States Environmental Protection Agency now or at any time hereafter in effect. The term "Hazardous Materials" shall mean any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance which may pose a present or potential hazard to human health or the environment. The term "Hazardous Materials" shall not include pesticides, herbicides, and fertilizer applied in accordance with (a) label instructions, (b) any applicable permitting process, and (c) any applicable commercially reasonable practices.

16. **Further Acts.** Each party shall perform any further acts and execute and deliver any documents, including amendments to this Easement, which may be reasonably necessary to (a) carry out the provisions of this Easement, (b) qualify this instrument as a conservation easement under state law or any regulations promulgated pursuant thereto, and (c) if applicable, carry out the Grantor's intent that as of the date hereof this Easement shall be deemed a transfer of a qualified real property interest for conservation purposes.

17. **Local, State, and Federal Laws in Effect.** The Conservation Property remains subject to all applicable local, state, and federal laws and regulations.

18. **Governing Law.** This Easement shall be governed and construed in accordance with the laws of the state of Nevada. Each party hereto agrees that all actions or proceedings arising in connection with this Easement and the transactions contemplated hereby shall be tried and litigated in state or federal courts located in Clark County, Nevada. To the extent permitted by law, each party hereto irrevocably waives any right to assert the doctrine of *forum non conveniens*, to assert that any party hereto is not subject to the jurisdiction of the aforesaid courts or to object to venue to the extent any proceeding is brought in accordance with this article.

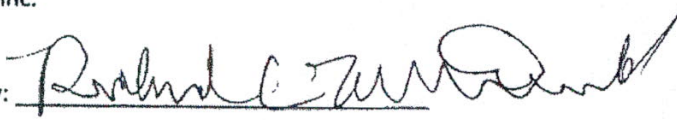
19. **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS EASEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signature and notary pages follow.]

52020010

GRANTOR:

Foothills Village III, Inc.

By: 

Name: Richard C. MacDonald

Title: President

ACKNOWLEDGMENT

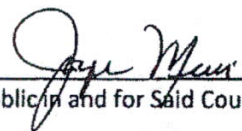
STATE OF NEVADA)

)ss.

COUNTY OF CLARK)

This instrument was acknowledged before me on NOVEMBER 3RD, 2022, by
Richard C. MacDonald as President of Foothills Village III, Inc.

(seal)


Notary Public in and for Said County and State



01062025

GRANTEE:

CITY OF HENDERSON

By: [Signature]
Richard A. Derrick
City Manager/CEO



APPROVED AS TO FORM:

By: [Signature]
Nicholas G. Vaskov
City Attorney

CAO

ATTEST:

By: [Signature]
Jose Luis Valdez, CMC
City Clerk

APPROVED AS TO FUNDING:

By: [Signature]
Jim McIntosh
Chief Financial Officer

APPROVED AS TO CONTENT:

By: [Signature]
Lance M. Olson, P.E.
Director of Public Works

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on December 12, 2022 by
RICHARD A. DERRICK as City Manager / CEO of City of Henderson.

(Seal, if any)



[Signature]
(Signature of Notarial Officer)

WALLACE • MORRIS SURVEYING, INC.
Land Survey Consulting

APN: 178-27-401-004 PORTION

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS A PARCEL OF LAND LYING WITHIN THE "MACDONALD HIGHLANDS PLANNING AREA 7 – PHASE 1A" PROJECT. THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO BE USED TO TRANSFER TITLE PRIOR TO FULL COMPLIANCE WITH THE PROVISIONS OF N.R.S. CHAPTER 278.

DESCRIPTION

A PORTION OF LOT 1 OF THAT PARCEL MAP FILED IN FILE 123, PAGE 28 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, LYING WITHIN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1, SOUTH 89°49'15" WEST,
1,634.45 FEET;

THENCE DEPARTING THE SOUTHERLY LINE OF SAID LOT 1, NORTH 00°10'45" WEST,
26.89 FEET;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 142.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 27°47'43", AN ARC LENGTH OF 68.89 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH 62°01'32" WEST;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 135.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 31°22'00", AN ARC LENGTH OF 73.91 FEET;

THENCE NORTH 03°23'32" EAST, 117.33 FEET;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 125.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 49°27'37", AN ARC LENGTH OF 107.91 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH 43°55'54" WEST;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 500.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF $04^{\circ}01'50''$, AN ARC LENGTH OF 35.17 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS NORTH $47^{\circ}57'45''$ EAST;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 827.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF $10^{\circ}34'12''$, AN ARC LENGTH OF 152.57 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH $37^{\circ}23'32''$ WEST;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 195.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF $50^{\circ}20'41''$, AN ARC LENGTH OF 171.34 FEET TO A POINT OF COMPOUND CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH $87^{\circ}44'13''$ WEST;

THENCE CONTINUING TO CURVE TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 80.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF $46^{\circ}41'03''$, AN ARC LENGTH OF 65.18 FEET TO A POINT OF COMPOUND CURVATURE TO WHICH A RADIAL LINE BEARS NORTH $45^{\circ}34'44''$ WEST;

THENCE CONTINUING TO CURVE TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 260.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF $26^{\circ}21'36''$, AN ARC LENGTH OF 119.62 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH $19^{\circ}13'07''$ EAST;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 564.50 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF $36^{\circ}56'40''$, AN ARC LENGTH OF 363.99 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH $56^{\circ}09'48''$ EAST;

THENCE SOUTH $31^{\circ}34'57''$ EAST, 316.70 FEET;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 195.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF $36^{\circ}07'13''$, AN ARC LENGTH OF 122.93 FEET;

THENCE SOUTH $67^{\circ}42'10''$ EAST, 257.93 FEET;

THENCE SOUTH $68^{\circ}56'58''$ EAST, 226.55 FEET;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 105.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF $12^{\circ}18'50''$, AN ARC LENGTH OF 22.57 FEET TO A POINT OF COMPOUND CURVATURE TO WHICH A RADIAL LINE BEARS NORTH $33^{\circ}21'52''$ EAST;

THENCE CONTINUING TO CURVE TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 205.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF $30^{\circ}51'32''$, AN ARC LENGTH OF 110.41 FEET;

THENCE SOUTH 25°46'36" EAST, 10.29 FEET;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 95.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 64°02'56", AN ARC LENGTH OF 106.20 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS NORTH 00°10'28" EAST;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 205.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 34°06'10", AN ARC LENGTH OF 122.02 FEET;

THENCE SOUTH 55°43'22" EAST, 204.25 FEET;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 195.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 15°16'18", AN ARC LENGTH OF 51.98 FEET;

THENCE SOUTH 70°59'41" EAST, 276.88 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 1;

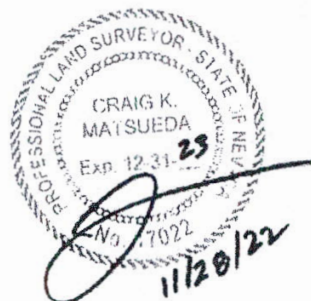
THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, SOUTH 27°43'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.34 ACRES, MORE OR LESS.

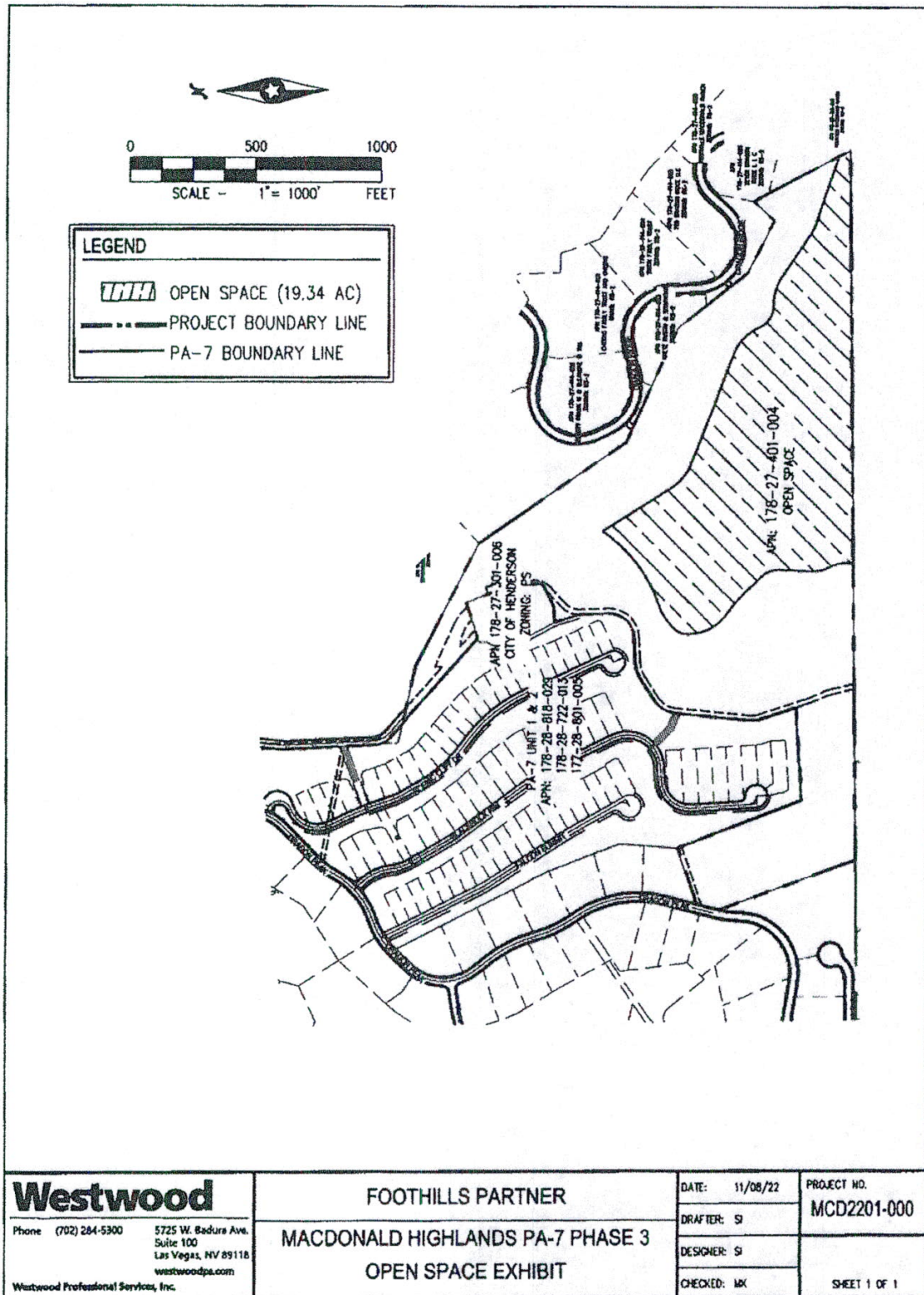
BASIS OF BEARINGS

SOUTH 89°44'52" WEST, BEING THE BEARING OF THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN FILE 123, PAGE 28 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

CRAIG K. MATSUEDA, P.L.S.
NEVADA LICENSE NO. 17022



01002025





CLARK COUNTY BOARD OF EQUALIZATION

Case # 521

Assessor Information

Case Summary 00521

Owner: Foothills Village III INC **Parcel Number:** 178-27-401-006
Mailing Address: 240 Water St **Appeal #:** 00521
Fiscal Year #: 2025-2026 Secured
HENDERSON NV 89009 **BOE Date #:** 02/20/2025 08:00 am Commission Chambers
Appraiser: Cindee Robaina
Land Use Code: 12.000
Neighborhood Code: 4133.26
Situs: HENDERSON **Total Acres:** 48.4200
Legal Description: PARCEL MAP FILE 129 PAGE 61
 LOT 1-1



Totals for all Parcels						
	2023-2024		2024-2025		2025-2026	
	Assessed	Taxable	Assessed	Taxable	Assessed	Taxable
Land Value	0	0	847,350	2,421,000	847,350	2,421,000
Improvement Value	0	0	0	0	0	0
Supplemental Value	0	0	0	0	0	0
Total	0	0	847,350	2,421,000	847,350	2,421,000



togetherforbetter

OFFICE OF THE COUNTY ASSESSOR

BRIANA JOHNSON
Clark County Assessor
(702) 455-4997 • Fax: (702) 455-0191
www.clarkcountynv.gov/assessor

Mary Ann Weidner, Deputy Director of Assessment Services

Value Change Stipulation for the Board of Equalization

01/16/2025
FOOTHILLS VILLAGE III INC
240 WATER ST
PB BOX 95050 MS 131
HENDERSON, NV 89009

RE: Appeal No. 521
 Parcel No(s). 178-27-401-006
 Parcel Count. 1

Dear Taxpayer:

The Appraisal Division of the Clark County Assessor's Office has completed the review of the taxable value of the above property(ies) under appeal. After careful consideration of the facts involved, we are adjusting the **taxable** value as follows:

Fiscal Year:	2025-2026	
	From	To
Land	\$2,421,000	\$290,800
Improvements	\$0	\$0
Supplemental	\$0	\$0
Total Taxable Value	\$2,421,000	\$290,800

By signing below, Petitioner agrees to the above stipulation. Please return this letter to our office before your scheduled hearing. You may mail to the address below, email to cynthia.robaina@clarkcountynv.gov or FAX to 702-380-9547.

Sincerely,

Cindee Robaina

Cindee Robaina

Appraisal Division

I HEREBY AGREE TO THE VALUE AS STIPULATED ABOVE FOR MY APPEAL TO THE BOARD OF EQUALIZATION:

X _____

Signature of owner or authorized agent

DATE _____



CASE #	521	SUBJECT PARCEL INFORMATION										FISCAL YEAR			2025-2026	
APN	178-27-401-006	Location		No Record No Record No Record			Zoning Designation			PS		Vacant		Yes		
Size (acres)	48.42	Gross	48.42	Net	Size (sq ft)		2,109,175		Probable Use			Residential Acreage		Offsites		No
General Description	The subject is a vacant 48.42 acre parcel located south of MacDonald Ranch Drive and east and west of Stephanie Street in MacDonald Highlands. The parcel is zoned PS and has a conservation easement of 19.34 acres and a wash leaving approximately 6.50 acres of potentially developable land. The parcel is mountainous with no offsites.													Density		du/ac
COMPARABLE LAND SALES GRID																
Sale No.	1		2		3		4		5		6		7			
Parcel #	178-25-501-001		178-32-611-001		178-26-101-001		178-22-802-008		178-23-401-008		178-33-511-001		160-23-817-001			
Buyer	ROMEX L L C		SERENITY CANYON L L		HENDERSON PINNACLE		MAICO 1973 L L C		HUGHBANKS PROPERTIES		SILVERTIP HOLDINGS		RICHMOND AMERICAN H			
Seller	ROCKVILLE 40 L L C		C T NEVADA HOLDING		CITY OF HENDERSON		REGO MARY ANNE REVO		BERNING WILLIAM E L		ZUMA LAND TRUST		LAKE LAS VEGAS RECO			
Date of Sale	11/8/2024		1/9/2024		4/18/2024		4/22/2024		11/15/2023		11/22/2023		9/12/2024			
Sale Price	\$1,100,000		\$1,400,000		\$90,000		\$315,000		\$400,000		\$10,000,000		\$6,500,000			
Cross Streets	New Horizo / Horizon Ri		Canyon Hig / Regal Bluf		Valle Verd / Horizon Ri		Horizon Ri / Palmetto P		Gibson / Horizon Ri		Valle Verd / Horizon Ri		Lake LV / Lake Mead			
Acres	19.99		10.19		1.58		1.37		1.34		3.50		11.16			
\$/Acre	55,028		137,390		56,962		229,927		298,507		2,857,143		582,437			
Time/Market/Other Adj.*																
Adjusted \$/Acre	55,028		137,390		56,962		229,927		298,507		2,857,143		582,437			
Location	South		Canyons		MacDonald Highland		South		South		Crystal Ridge U1		Lake Las Vegas			
Zoning/Probable Use	RS-1-H		RS-2-MP-H		DH		RS-2		DH-H		RS-2		RS-6			
Density (maximum)	1 du/acre		2 du/acre		1 du/acre		1du/acre		2 du/acre		2 du/acre		6 du/acre			
Size	19.99 Acres		10.19 Acres		1.58 Acres		1.37 Acres		1.34 Acres		3.5 Acres		11.16			
Shape	Regular		Irregular		Narrow		Regular		Irregular		Irregular		Regular			
Topography	Mountainous		Mountainous		Mountainous		Mountainous		Mountainous		Graded		Mountainous			
Access	Typical		Gated		Guard Gated		Guard Gated		Not Gated		Guard Gated		Limited			
Offsites	No		Unfinished		No		Unfinished		Unfinished		Unfinished		No			
Overall Comparison to Subject	SIMILAR		SIMILAR		SIMILAR		SIMILAR		SIMILAR		SUPERIOR		SIMILAR			
* Analysis of Market Conditions Adjustment attached.																
RECONCILIATION																
INDICATED VALUE RANGE OF COMPARABLES		55,028		TO		2,857,143		PER ACRE								
CURRENT TAXABLE VALUE OF SUBJECT		50,000		PER ACRE		TOTAL TXBL LAND VALUE		2,421,000								
Warning, Delete Recommended Value on other sheet(s)		RECOMMEND		6,000		PER ACRE		TOTAL TXBL LAND VALUE		290,800						
RECONCILIATION COMMENTS		All comparables are within close proximity to the subject and are similar in location and topography. Based on the comparable sales and the recently recorded conservation easement, the assessor's office recommends reducing the taxable value to \$290,800.														

Clark County Assessor's Office



Case #: 00521
FOOTHILLS VILLAGE III INC

Subject(s):
S. 178-27-401-006

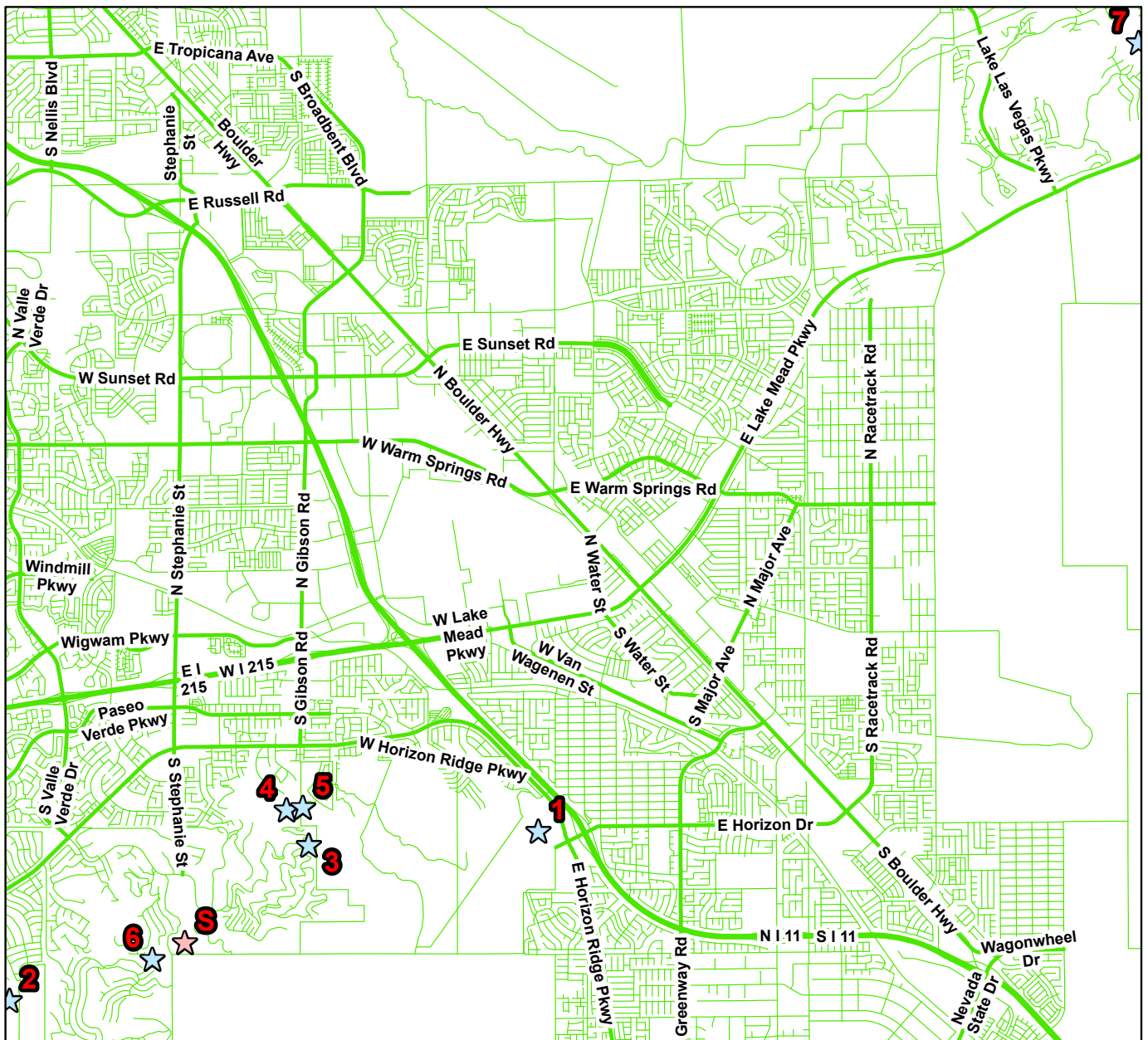
Comparable(s):
1. 178-25-501-001
2. 178-32-611-001
3. 178-26-115-001
4. 178-22-802-008
5. 178-23-401-008
6. 178-33-511-001
7. 160-23-817-001

1:70,395
Date: 2/4/2025

Legend

★ Subject

★ Comparable



Vicinity Map

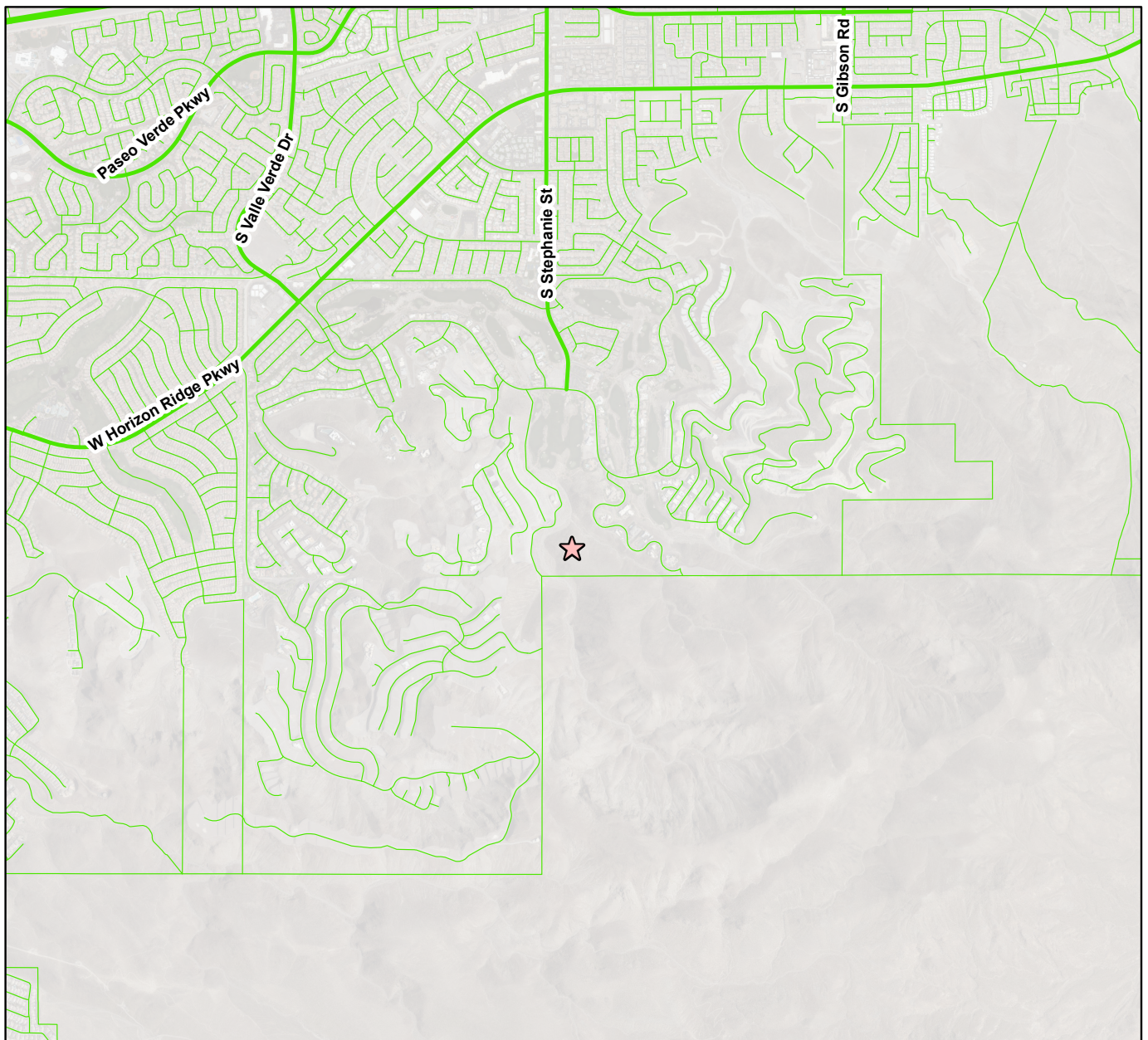
Clark County Assessor's Office



CASE# 00521

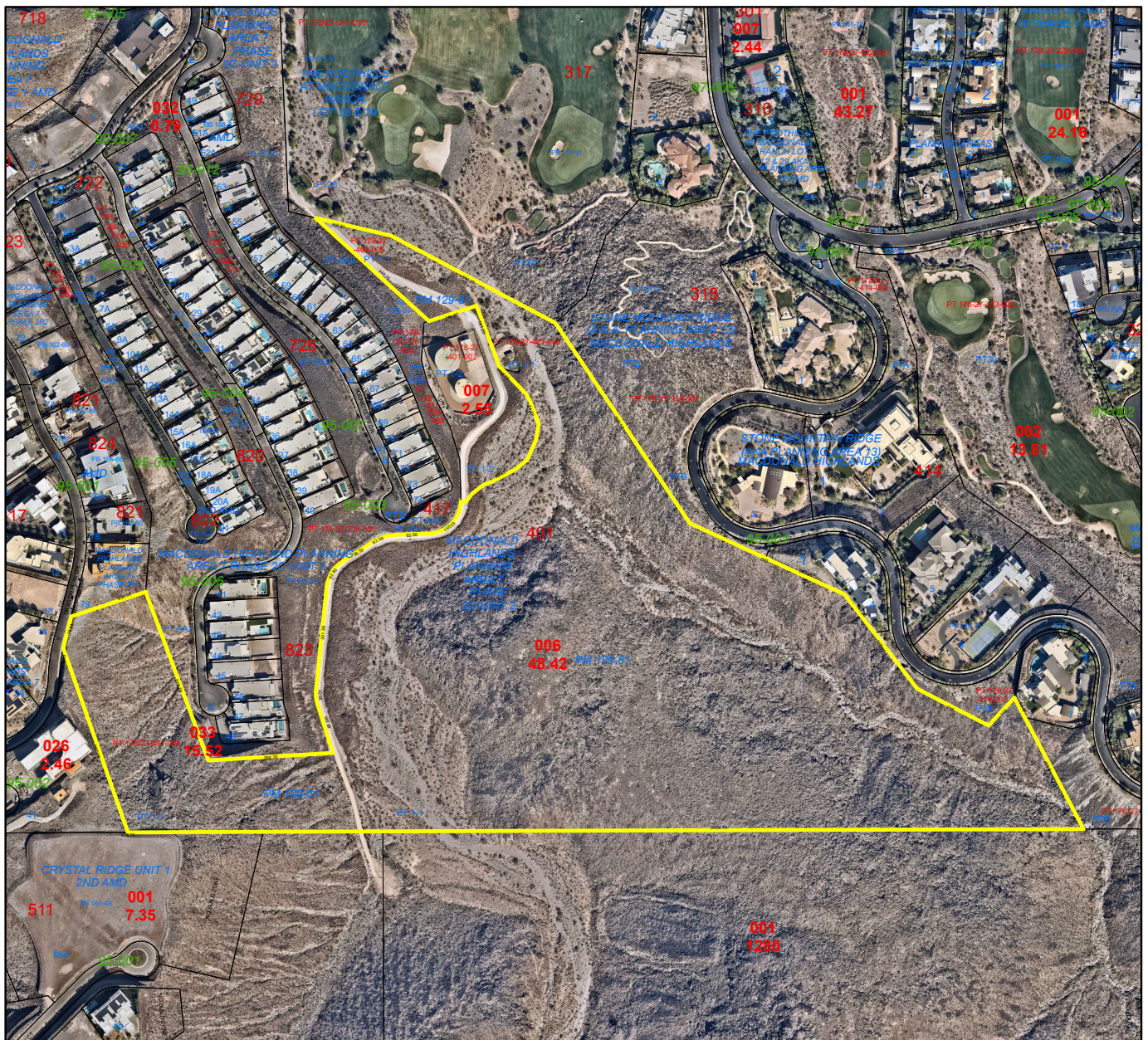
178-27-401-006

1:30,000
Date: 1/8/2025



Vicinity Map

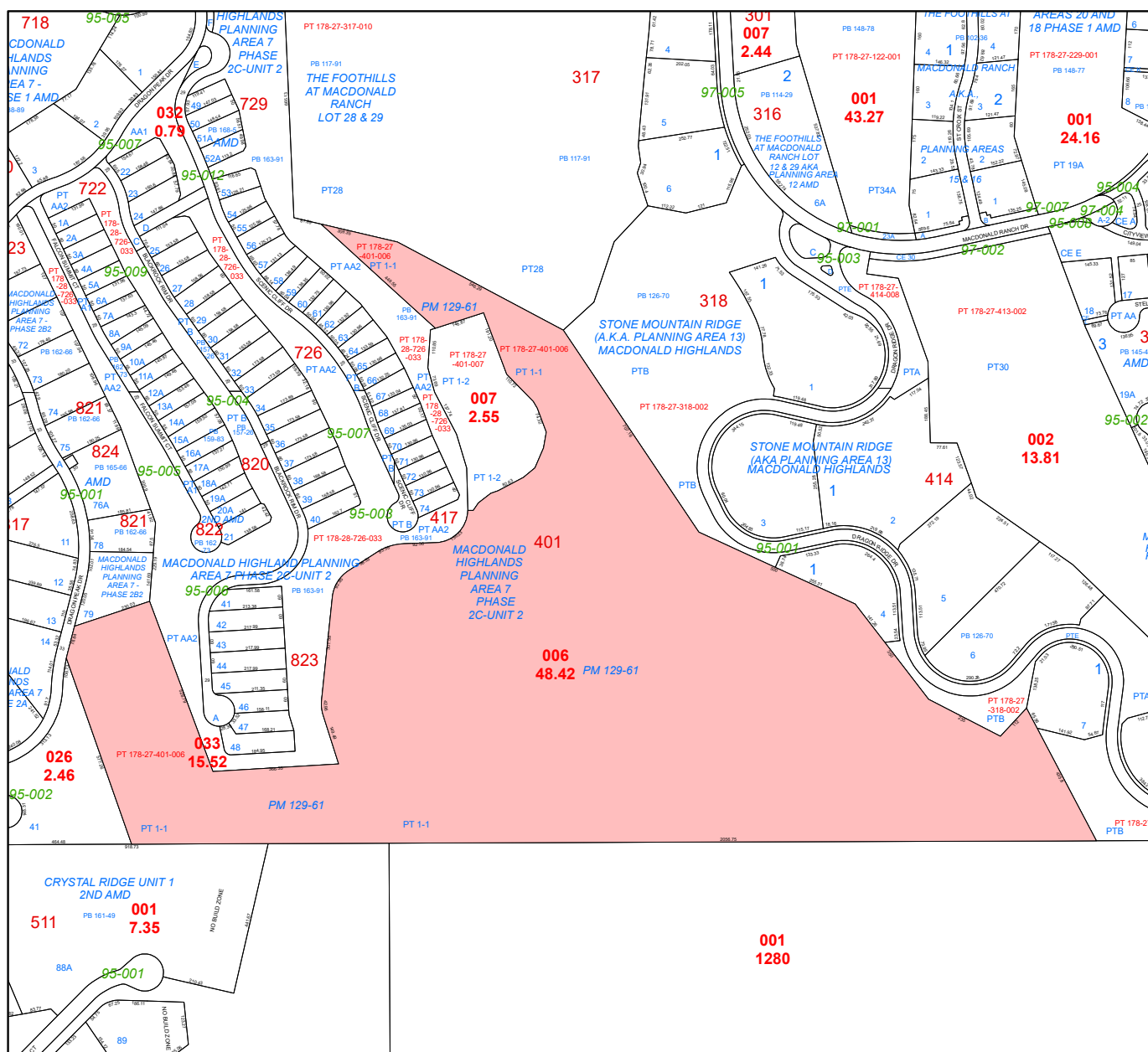
1:5,000
Date: 1/8/2025



SBE 35

178-27-401-006

1:5,000
Date: 1/8/2025



Subject Map

Comparable Sale: 1

Property Description:	Multiple Parcel Sale, 125-25-501-001 & 002. Commercial potential - Adjoins 3 commercial buildings on Horizon Ridge Pkwy.			
Parcel Number:	178-25-501-001			
Parcel Count:	0			
Cross Streets	New Horizon / Horizon Ridge			
Seller:	ROCKVILLE 40 L L C			
Buyer:	ROMEX L L C			
Deed Number:	20241108:00001527			
Sale Date:	11/8/2024			
Sale Price:	\$1,100,000			
Gross Size SF/Acre:	665,161	15.27		
Net Size SF/Acre:	870,764	19.99		
Sale Price Per SF/Acre:	\$1.26	\$55,028		
	Zoning	ROI	Planned Use	Overlay
Zoning:	RS-1-H			
Offsites:	No			
Verification Source:	Public Records			



Comparable Sale: 2

Property Description:	Sale consisted of 2 parcels 178-32-611-001 (4.6 ac) & 002 (5.59 ac); totaling the above 10.19 acres. Per the deed the 2 parcels transacted as 1 sale so the above information is a combination of the 2 parcels. Per MLS (ID: 2481712) parcel #001 was listed for \$600k & sold for \$550k; & parcel #002 (ID: 2481719) was listed for \$900k & sold for \$850k. Subject parcels are unfinished mountainous lots that are accessed thru another gated subdivision for which the road ends @ the subject parcel line.			
Parcel Number:	178-32-611-001			
Parcel Count:	2			
Cross Streets	Canyon Highlands / Regal Bluff			
Seller:	C T NEVADA HOLDING COMPANYY			
Buyer:	SERENITY CANYON L L C			
Deed Number:	20240109:00000003			
Sale Date:	1/9/2024			
Sale Price:	\$1,400,000			
Gross Size SF/Acre:	443,876	10.19		
Net Size SF/Acre:	443,876	10.19		
Sale Price Per SF/Acre:	\$3.15	\$137,390		
	Zoning	ROI	Planned Use	Overlay
Zoning:	RS-2-MP-H			
Offsites:	Unfinished			
Verification Source:	MLS/COSStar/Property Line			



Comparable Sale: 4

Property Description:	Undeveloped, hillside lot with elevated mountain views.			
Parcel Number:	178-22-802-008			
Parcel Count:	0			
Cross Streets	Horizon Ridge / Palmetto Point			
Seller:	REGO MARY ANNE REVOCABLE LIV TR			
Buyer:	MAICO 1973 L L C			
Deed Number:	20240422:00001487			
Sale Date:	4/22/2024			
Sale Price:	\$315,000			
Gross Size SF/Acre:	59,677	1.37		
Net Size SF/Acre:	59,677	1.37		
Sale Price Per SF/Acre:	\$5.28	\$229,927		
	Zoning	ROI	Planned Use	Overlay
Zoning:	RS-2			
Offsites:	Unfinished			
Verification Source:	MLS/COSStar/Property Line			



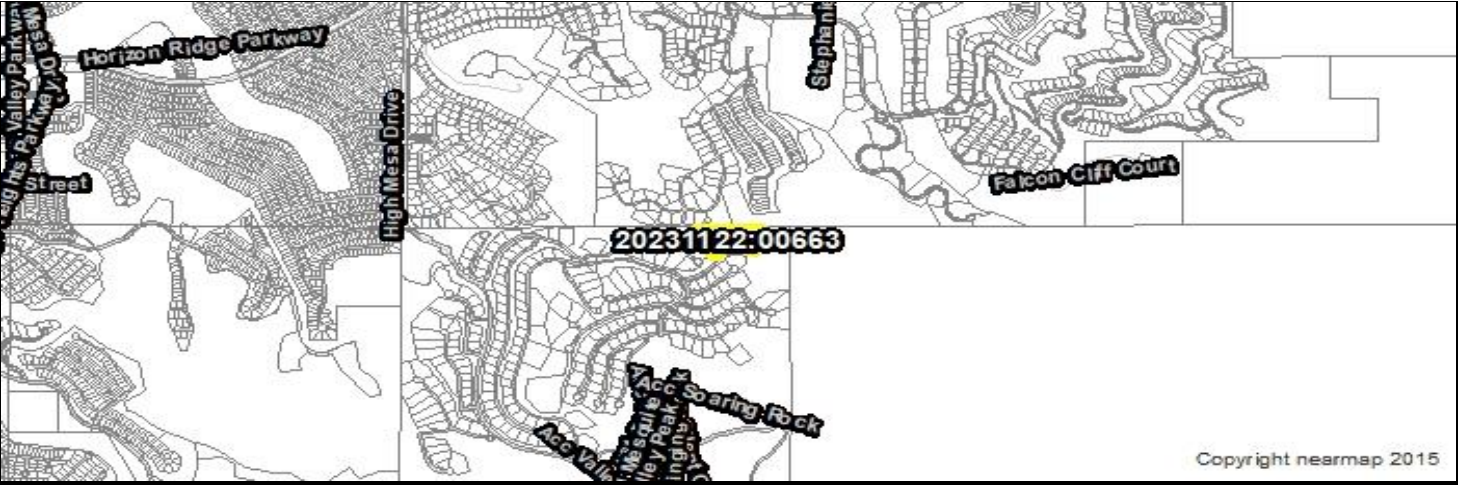
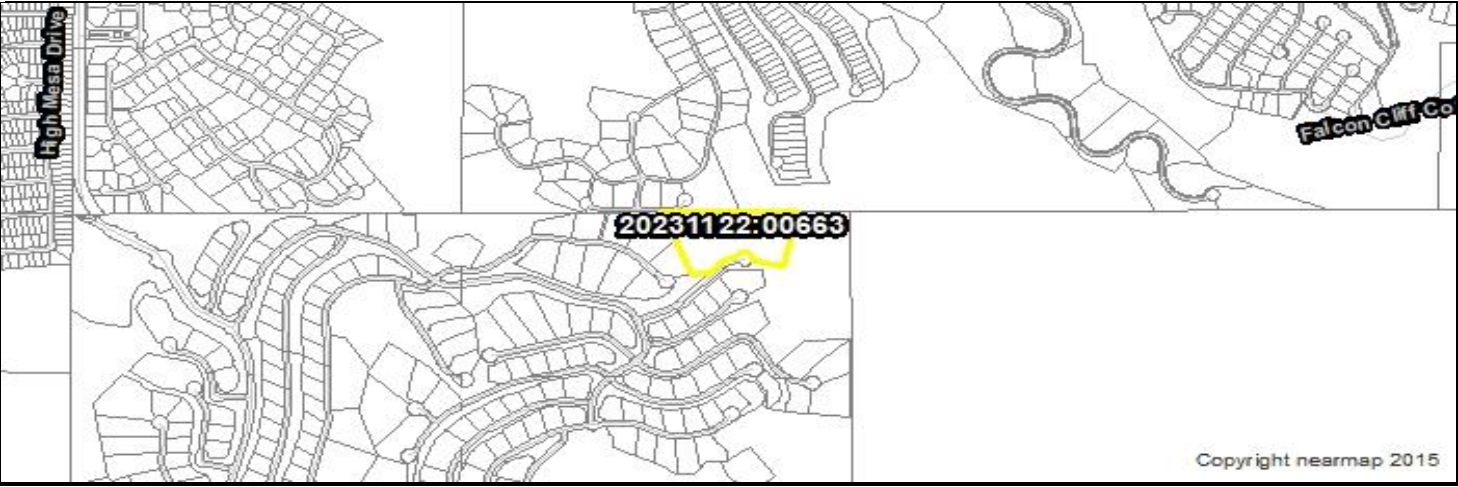
Comparable Sale: 5

Property Description:				
Parcel Number:	178-23-401-008			
Parcel Count:	1			
Cross Streets	Gibson / Horizon Ridge			
Seller:	BERNING WILLIAM E LIVING TRUST			
Buyer:	HUGHBANKS PROPERTIES XXVI L L C			
Deed Number:	20231115:00002281			
Sale Date:	11/15/2023			
Sale Price:	\$400,000			
Gross Size SF/Acre:	58,370	1.34		
Net Size SF/Acre:	58,370	1.34		
Sale Price Per SF/Acre:	\$6.85	\$298,507		
	Zoning	ROI	Planned Use	Overlay
Zoning:	DH-H			
Offsites:	Unfinished			
Verification Source:	Public Records			



Comparable Sale: 6

Property Description:	Elevated view lot.			
Parcel Number:	178-33-511-001			
Parcel Count:	1			
Cross Streets	Valle Verde / Horizon Ridge			
Seller:	ZUMA LAND TRUST			
Buyer:	SILVERTIP HOLDINGS L L C			
Deed Number:	20231122:00000663			
Sale Date:	11/22/2023			
Sale Price:	\$10,000,000			
Gross Size SF/Acre:	320,166	7.35		
Net Size SF/Acre:	152,460	3.5		
Sale Price Per SF/Acre:	\$65.59	\$2,857,143		
	Zoning	ROI	Planned Use	Overlay
Zoning:	RS-2			
Offsites:	No			
Verification Source:	MLS/COSStar/Property Line			



Comparable Sale: 7

Property Description:				
Parcel Number:	160-23-817-001			
Parcel Count:	1			
Cross Streets	Lake LV / Lake Mead			
Seller:	LAKE LAS VEGAS RECOVERY ACQUISITION L L C			
Buyer:	RICHMOND AMERICAN HOMES NEVADA INC			
Deed Number:	20240912:00001122			
Sale Date:	9/12/2024			
Sale Price:	\$6,500,000			
Gross Size SF/Acre:	486,130	11.16		
Net Size SF/Acre:	486,130	11.16		
Sale Price Per SF/Acre:	\$13.37	\$582,437		
	Zoning	ROI	Planned Use	Overlay
Zoning:				
Offsites:	No			
Verification Source:	Public Records			



Inst #: 20221214-0000906
Fees: \$0.00
12/14/2022 11:20:19 AM
Receipt #: 5177981
Requestor:
HENDERSON CITY-PROPERTY M
Recorded By: DECHO Pgs: 12
Debbie Conway
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: HENDERSON BRANCH

MAIL TO:
APNs: 178-27-401-004
CITY OF HENDERSON
ATTN: Property Management
240 S. WATER ST.
HENDERSON, NV 89015

CONSERVATION EASEMENT

This CONSERVATION-EASEMENT ("Easement"), dated as of the 6th day of December, 2022 (the "Effective Date"), by and between **FOOTHILLS VILLAGE III, INC.**, a Nevada corporation (hereinafter, the "Grantor"), and the **CITY OF HENDERSON**, a municipal corporation and political subdivision of the State of Nevada ("Grantee").

WHEREAS, Grantor is the fee owner of certain real property located in the City of Henderson, Clark County, Nevada commonly known as Assessor's Parcel No. 178-27-401-004, and more particularly described in the legal description set forth in Exhibit A attached hereto and made a part hereof (the "Conservation Property");

WHEREAS, Grantee is a Holder as defined by NRS 111.410;

WHEREAS, Grantor desires to grant to Grantee a conservation easement over and upon the entire Conservation Property (the "Easement Area") to retain and protect the natural, scenic or open-space value of the Conservation Property, to assure the availability of open-space use, and to preserve the Conservation Property from further development, except on the limited basis stated herein;

WHEREAS, the Easement Area possesses value the preservation of which will provide a significant public benefit, including, but not limited to, open-space to preserve the scenic enjoyment of the general public, and will provide habitat protection and connection with the surrounding wild areas;

WHEREAS, the parties have a mutual desire and goal to conserve the Conservation Property, in perpetuity;

WHEREAS, Grantor has received independent legal and financial advice regarding this Conservation Easement to the extent that Grantor has deemed necessary. Grantor freely conveys this Conservation Easement in order to accomplish its conservation purposes.

NOW, THEREFORE, for good and valuable consideration and in consideration of the foregoing covenants contained herein, the parties agree as follows:

1. **Grant of Easement.** Grantor voluntarily grants and conveys to Grantee as a gift without cost, and Grantee voluntarily accepts, this Easement over and upon the Easement Area, to run with the land in perpetuity.

2. **Purpose of the Easement.** The Easement Area shall not be subject to further development and shall be maintained as-near-as-possible to a natural state as exists as of the Effective Date of this Easement for the scenic enjoyment of the public as a public benefit.

3. **Uses of the Easement.**

a. The Easement Area must always be preserved to distinguish and contrast the Conservation Property from the development of property in the vicinity of the Conservation Property and to preserve its natural scenic character. The Conservation Property shall always be held in such a manner that its scenic character will not be degraded, that the general public will be able to visually appreciate its scenic value, and the degree of contrast and variety provided by the visual scene of the Conservation Property will be maintained.

b. Notwithstanding any other provision in this Easement, nothing herein shall prevent Grantee from using the Easement Area for public infrastructure, including, but not limited to, water and sewer transmission pipelines, mains or laterals, trails, walking paths or other limited recreational facilities deemed necessary and useful for any agreed upon use of the Conservation area by the general public. All permitted improvements must be located and constructed so as to minimize their potential negative impacts (including soil erosion and fragmentation) on the Conservation Property and the purposes of this Easement. Upon any use of the Easement Area for public infrastructure by Grantee, Grantee shall restore any disturbed portions of the Conservation Property as-near-as-possible to the existing natural state as of the Effective Date of this Easement.

4. **Limitations on the Conservation Property.**

a. The Conservation Property shall never be parceled, subdivided or developed into lots for any industrial, commercial or residential use. Grantee may grant approval for boundary and lot line adjustments that do not create additional building lots nor increase the long-term easement stewardship and administration responsibilities of the Grantor and/or Grantee. Notwithstanding the foregoing, Grantor may subdivide the Conservation Property for publicly-accessible conservation purposes (such as the creation of a conservation area open to the public, trail corridor or park), if such resulting subdivided parcel(s) is to be conveyed to Grantee or, with Grantee's prior approval, to a public or non-profit organization.

b. Other than the construction, installation or placement of the public infrastructure as allowed in Section 3(b), above, no construction, excavation, grading, clearing, tilling, cultivating, leveling, filling, piling of dirt and/or debris, disturbance, buildings, signs, billboards, or accumulation of trash or garbage shall be allowed on the Conservation Property.

5. **Reserved Rights of Grantor.** Grantor reserves for itself and successors in interest with respect to the Conservation Property, all rights with respect to the Conservation Property except as provided herein, including, without limitation, the right of exclusive use, possession and enjoyment of the Conservation Property, and the right to sell, transfer, lease, mortgage or otherwise

encumber the Conservation Property, subject to the restrictions and covenants set forth in this Easement. Nothing contained in this Easement shall be construed as a grant to the general public or to any other person or entity, of any right to enter upon any part of the Conservation Property, except as otherwise provided herein.

6. Extinguishment of Development Rights. Except as specifically reserved in this Easement, all development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Conservation Property are terminated and extinguished by this Easement and may not be used or transferred to any other property, whether adjacent or otherwise.

7. Notice. Any notices, requests, consents, claims, demands, waivers, and other communications that either party is required to give under this Easement (each, a "Notice") must be made in writing and addressed to the other party at its address set out below (or to any other address that the receiving party may designate from time to time in accordance with this Section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email of a PDF document (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Easement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

To Grantor:

Foothills Village III, Inc.
552 S. Stephanie Street
Henderson, NV 89012

with a copy to:

Henderson City Attorney
Attn: Nicholas Vaskov
240 S. Water Street
P.O. Box 95050, MSC 144
Henderson, NV 89009-5050

To Grantee:

City of Henderson - Public Works
240 S. Water Street
P.O. Box 95050, MSC 131
Henderson, NV 89009-5050

with a copy to:

Henderson City Attorney
Attn: Nicholas Vaskov
240 S. Water Street
P.O. Box 95050, MSC 144
Henderson, NV 89009-5050

8. Enforcement. Grantee may enforce this Easement at law or in equity, including, without limitation, pursuant to the provisions of NRS 111.430, or any part thereof. If there is a violation, or threatened violation, of this Easement, Grantee shall notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by: (a) ceasing the same and (b) restoring the Conservation Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation.

a. Grantee's remedies described in this Easement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Such remedies include the right to recover any damages for violation of the terms of this Easement, including, without

limitation, damages for the loss of scenic, aesthetic, or ecological values and to require restoration of the Conservation Property to the condition that existed prior to any such injury.

b. The owner of the Conservation Property at the time of any injury shall reimburse Grantee for all reasonable expenses incurred by Grantee in enforcing the terms of this Easement, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessary to cure the violation.

c. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

d. Grantor shall not be responsible for any injury to or change in the Conservation Property resulting from natural events beyond the control of the Grantor. Such natural events include fire, flood, storm, earthquake, tornado, landslide or Acts of God, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Property resulting from such causes. This paragraph shall not be construed to relieve the Grantor of the obligation to clean up garbage or materials dumped on the Conservation Property by third parties or to otherwise maintain the Conservation Property in a condition consistent with the purposes of this Easement.

9. **Amendment.** This Conservation Easement may be amended only upon the written agreement of the of Grantee and the then current Grantor (owner) of the Conservation Property. No amendment may be granted unless Grantee determines that such amendment will not adversely affect the protective goals of this Easement and is otherwise consistent with the overall purposes of this Easement.

10. **Conservation Property Conveyance, Lease, or Transfer.** Grantor shall give Grantee notice of any subsequent conveyance, including, without limitation, transfer, lease, or mortgage of the Conservation Property, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance/lease/mortgage/easement] is subject to a Conservation Easement which runs with the land and which was granted to the City of Henderson, Nevada by instrument dated December 06, 2022 and recorded in the office of the Clerk of Clark County, Nevada." The failure to include such language in any deed or instrument shall not affect the validity of this Easement or its applicability to such property.

11. **Taxes and Assessments.** Grantor shall pay all taxes, levies, and assessments, and other governmental or municipal charges, which may become a lien on the Conservation Property, including any taxes or levies imposed to make those payments. If Grantor fails to make such payments, Grantee is authorized to make such payments (but shall have no obligation to do so) according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy thereof.

12. **Severability.** Invalidation of any provision of this Easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect.

13. **Binding Effect.** The provisions of this Easement shall run with the Conservation Property in perpetuity and shall bind and be enforceable against the Grantor, and all future owners of any interest in the Conservation Property and any party entitled to possession or use of the Conservation Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Conservation Property transferred, cease being a Grantor or owner with respect to such Conservation Property for purposes of this Easement and shall, with respect to the Conservation Property transferred, have no further responsibility, rights, or liability hereunder for acts or conditions arising thereafter on or with respect to such Conservation Property, but the transferor shall remain liable for earlier acts and conditions occurring during the period of its ownership or conduct.

14. **Indemnification.** Grantee shall not be responsible for injuries or damage to persons or property in connection with Grantee's administration and/or enforcement of this Easement or otherwise with respect to the condition of the Conservation Property, provided that the foregoing shall not absolve Grantee of any liabilities it might otherwise have independently of this Agreement, for wrongfully and directly, without the participation or consent of the Grantor, causing any dangerous condition to come into existence on the Conservation Property. Except in the last-described instance, Grantor agrees to indemnify, defend, and hold Grantee and its officers, employees, and agents and successors and assigns of each of them (collectively "Indemnified Parties") harmless from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees (collectively, "Losses"), arising from or in any way connected with: (a) injury to or the death of any person, or damage to any property or property interest, resulting from any act, omission, condition, or other matter related to or occurring on or about the Conservation Property, regardless of cause, unless due solely to the actions of any of the Indemnified Parties as set forth in the previous sentence; and (b) the release or threatened release by Grantor of any Hazardous Materials on, at, beneath, or from the Conservation Property, or arising from or connected with a violation by Grantor (or Grantor's agents, employees, invitees or guests) of Environmental Laws (as hereinafter defined).

15. The term "Environmental Laws" shall mean all federal, state, and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restrictions and requirements regulating or imposing standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right to know, hazard communication, noise, radioactive materials, resource protection, subdivision, inland wetlands and water courses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect, including, but not limited to, as amended, the Federal Solid Waste Disposal Act ("SWDA"), the Federal Clean Air Act ("CAA"), the Federal Clean Water Act ("CWA"), the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Federal Superfund Amendments and Reauthorization Act of 1986

("SARA"), the Federal Emergency Planning and Community Right-To-Know Act ("EPCRA"), the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act ("TSCA"), and the rules and regulations of the United States Environmental Protection Agency now or at any time hereafter in effect. The term "Hazardous Materials" shall mean any petroleum, petroleum-products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance which may pose a present or potential hazard to human health or the environment. The term "Hazardous Materials" shall not include pesticides, herbicides, and fertilizer applied in accordance with (a) label instructions, (b) any applicable permitting process, and (c) any applicable commercially reasonable practices.

16. Further Acts. Each party shall perform any further acts and execute and deliver any documents, including amendments to this Easement, which may be reasonably necessary to (a) carry out the provisions of this Easement, (b) qualify this instrument as a conservation easement under state law or any regulations promulgated pursuant thereto, and (c) if applicable, carry out the Grantor's intent that as of the date hereof this Easement shall be deemed a transfer of a qualified real property interest for conservation purposes.

17. Local, State, and Federal Laws in Effect. The Conservation Property remains subject to all applicable local, state, and federal laws and regulations.

18. Governing Law. This Easement shall be governed and construed in accordance with the laws of the state of Nevada. Each party hereto agrees that all actions or proceedings arising in connection with this Easement and the transactions contemplated hereby shall be tried and litigated in state or federal courts located in Clark County, Nevada. To the extent permitted by law, each party hereto irrevocably waives any right to assert the doctrine of *forum non conveniens*, to assert that any party hereto is not subject to the jurisdiction of the aforesaid courts or to object to venue to the extent any proceeding is brought in accordance with this article.

19. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS EASEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signature and notary pages follow.]

GRANTOR:

Foothills Village III, Inc.

By: Richard C. MacDonald

Name: Richard C. MacDonald

Title: President

ACKNOWLEDGMENT

STATE OF NEVADA

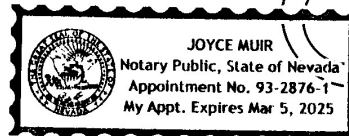
) ss.

COUNTY OF CLARK)

This instrument was acknowledged before me on NOVEMBER 3RD, 2022, by Richard C. MacDonald as President of Foothills Village III, Inc.

(seal)

Joyce Muir
Notary Public in and for Said County and State



GRANTEE:

CITY OF HENDERSON

By: [Signature]

Richard A. Derrick
City Manager/CEO



APPROVED AS TO FORM:

By: [Signature]

Nicholas G. Vaskov
City Attorney

CAO

ATTEST:

By: [Signature]

Jose Luis Valdez, CMC
City Clerk

APPROVED AS TO FUNDING:

By: [Signature]

Jim McIntosh
Chief Financial Officer

APPROVED AS TO CONTENT:

By: [Signature]

Lance M. Olson, P.E.
Director of Public Works

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on DECEMBER 12, 2022 by
RICHARD A. DERRICK as CITY MANAGER / CEO of City of Henderson.

(Seal, if any)



[Signature]
(Signature of Notarial Officer)

WALLACE • MORRIS SURVEYING, INC.
Land Survey Consulting

APN: 178-27-401-004 PORTION

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS A PARCEL OF LAND LYING WITHIN THE "MACDONALD HIGHLANDS PLANNING AREA 7 - PHASE 1A" PROJECT. THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO BE USED TO TRANSFER TITLE PRIOR TO FULL COMPLIANCE WITH THE PROVISIONS OF N.R.S. CHAPTER 278.

DESCRIPTION

A PORTION OF LOT 1 OF THAT PARCEL MAP FILED IN FILE 123, PAGE 28 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, LYING WITHIN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1, SOUTH 89°49'15" WEST, 1,634.45 FEET;

THENCE DEPARTING THE SOUTHERLY LINE OF SAID LOT 1, NORTH 00°10'45" WEST, 26.89 FEET;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 142.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 27°47'43", AN ARC LENGTH OF 68.89 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH 62°01'32" WEST;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 135.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 31°22'00", AN ARC LENGTH OF 73.91 FEET;

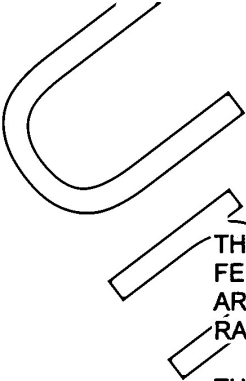
THENCE NORTH 03°23'32" EAST, 117.33 FEET;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 125.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 49°27'37", AN ARC LENGTH OF 107.91 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH 43°55'54" WEST;

Page 1 of 3

P:\WWD\22281 MCD PA 7 Ph 3\LEGALS\22281-TAX-01.docx

6525 W. Warm Springs Road, Suite 100, Las Vegas, NV 89118, Ph: 702.212.3967 Fx: 702.212.3963



THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 500.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF $04^{\circ}01'50''$, AN ARC LENGTH OF 35.17 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS NORTH $47^{\circ}57'45''$ EAST;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 827.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF $10^{\circ}34'12''$, AN ARC LENGTH OF 152.57 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH $37^{\circ}23'32''$ WEST;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 195.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF $50^{\circ}20'41''$, AN ARC LENGTH OF 171.34 FEET TO A POINT OF COMPOUND CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH $87^{\circ}44'13''$ WEST;

THENCE CONTINUING TO CURVE TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 80.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF $46^{\circ}41'03''$, AN ARC LENGTH OF 65.18 FEET TO A POINT OF COMPOUND CURVATURE TO WHICH A RADIAL LINE BEARS NORTH $45^{\circ}34'44''$ WEST;

THENCE CONTINUING TO CURVE TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 260.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF $26^{\circ}21'36''$, AN ARC LENGTH OF 119.62 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH $19^{\circ}13'07''$ EAST;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 564.50 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF $36^{\circ}56'40''$, AN ARC LENGTH OF 363.99 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH $56^{\circ}09'48''$ EAST;

THENCE SOUTH $31^{\circ}34'57''$ EAST, 316.70 FEET;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 195.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF $36^{\circ}07'13''$, AN ARC LENGTH OF 122.93 FEET;

THENCE SOUTH $67^{\circ}42'10''$ EAST, 257.93 FEET;

THENCE SOUTH $68^{\circ}56'58''$ EAST, 226.55 FEET;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 105.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF $12^{\circ}18'50''$, AN ARC LENGTH OF 22.57 FEET TO A POINT OF COMPOUND CURVATURE TO WHICH A RADIAL LINE BEARS NORTH $33^{\circ}21'52''$ EAST;

THENCE CONTINUING TO CURVE TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 205.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF $30^{\circ}51'32''$, AN ARC LENGTH OF 110.41 FEET;



THENCE SOUTH 25°46'36" EAST, 10.29 FEET;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 95.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 64°02'56", AN ARC LENGTH OF 106.20 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS NORTH 00°10'28" EAST;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 205.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 34°06'10", AN ARC LENGTH OF 122.02 FEET;

THENCE SOUTH 55°43'22" EAST, 204.25 FEET;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 195.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 15°16'18", AN ARC LENGTH OF 51.98 FEET;

THENCE SOUTH 70°59'41" EAST, 276.88 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 1;

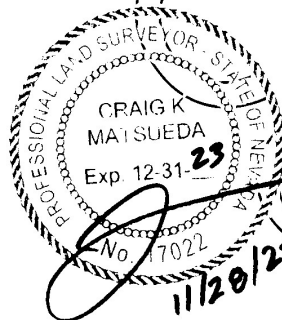
THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, SOUTH 27°43'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.34 ACRES, MORE OR LESS.

BASIS OF BEARINGS

SOUTH 89°44'52" WEST, BEING THE BEARING OF THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 62 EAST, M.D.M., CITY OF HENDERSON, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN FILE 123, PAGE 28 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

CRAIG K. MATSUEDA, P.L.S.
NEVADA LICENSE NO. 17022





Inst #: 20230810-0000978

Fees: \$42.00

RPTT: \$293.25 Ex #:

08/10/2023 08:32:15 AM

Receipt #: 5360772

Requestor:

HENDERSON CITY

Recorded By: ARNVI Pgs: 3

Debbie Conway

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

APN: 178-27-401-004 (Ptn. of)

**WHEN RECORDED MAIL AND SEND TAX
STATEMENTS TO:**

City of Henderson

Public Works – Survey/Right-of-Way

240 Water Street

P.O. Box 95050, MS 131

Henderson, NV 89009-5050

For Recorder Use Only

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That CITY OF HENDERSON, NEVADA, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby remise, release and forever quitclaim to FOOTHILLS VILLAGE III, INC., a Nevada corporation, all that real property situate in the City of Henderson, County of Clark, State of Nevada, bounded and described as follows:

Lot 1-1 as shown on File 129, Page 61 of Parcel Maps, Clark County, Nevada.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

SEE PAGE 2 FOR SIGNATURES

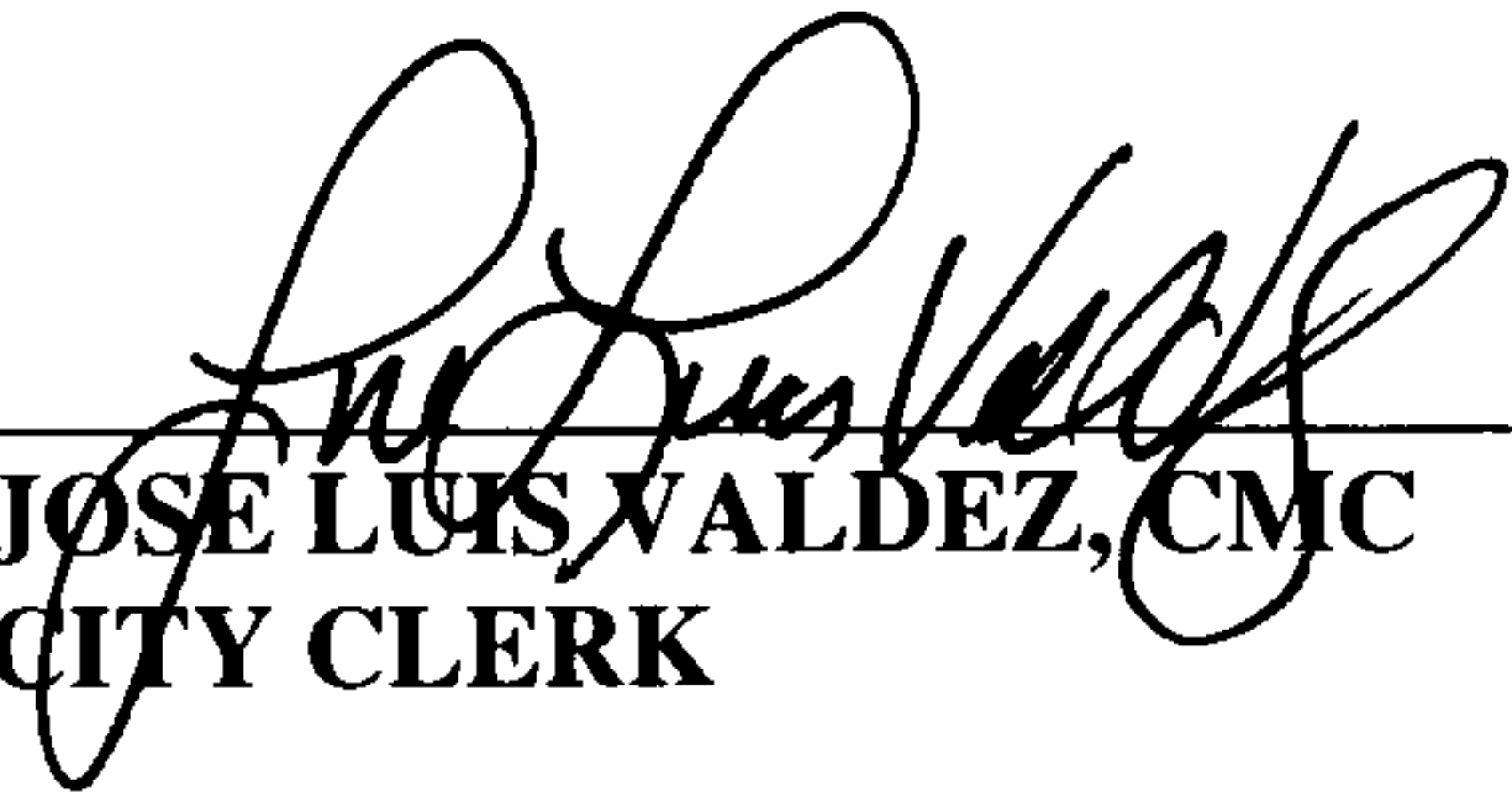
APN: 178-27-401-004 (Ptn. of)
Quitclaim Deed
Page 2

Witness jur hand(s) this 12th day of July, 2023.


MICHELLE ROMERO, MAYOR
CITY OF HENDERSON

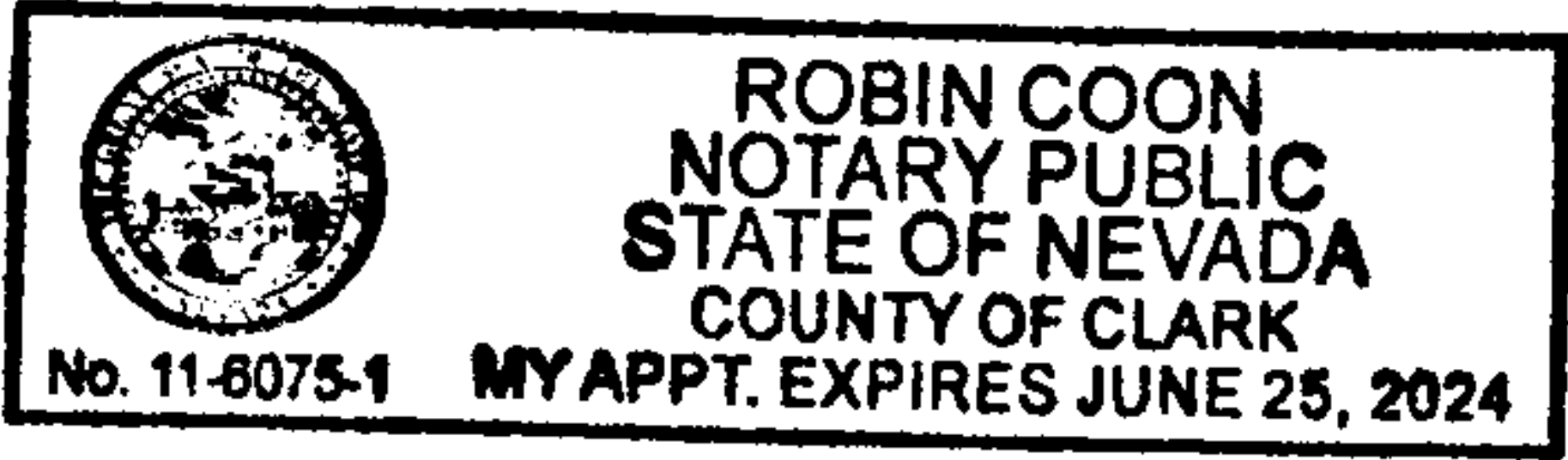



ATTEST:


JOSE LUIS VALDEZ, CMC
CITY CLERK

STATE OF NEVADA)
COUNTY OF CLARK)

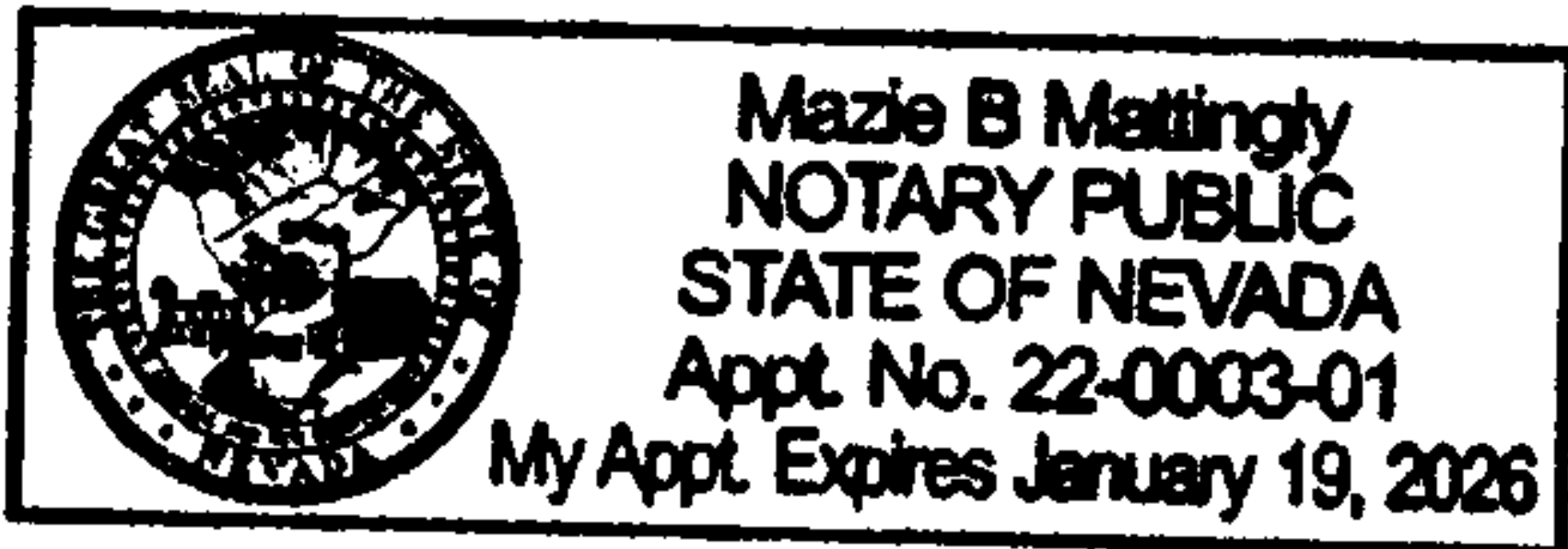
This instrument was acknowledged before me on July 12, 2023 by
MICHELLE ROMERO as MAYOR of the CITY OF HENDERSON.

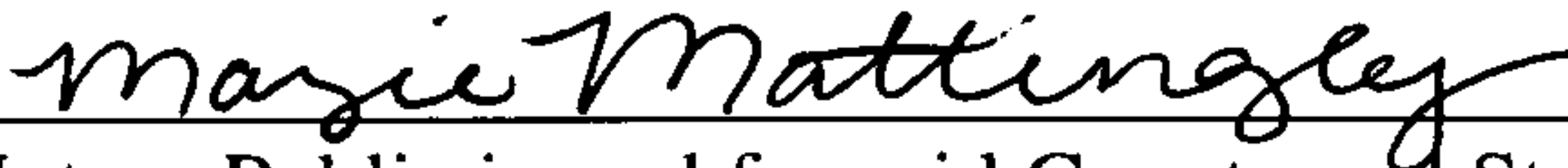



Notary Public in and for said County and State.
My commission expires: 6/25/24

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on July 17, 2023 by JOSE
LUIS VALDEZ as CITY CLERK of the CITY OF HENDERSON.




Notary Public in and for said County and State.
My commission expires: 01/19/2026

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 178-27-401-004
b. _____
c. _____
d. _____

2. Type of Property:

- a. ☒ Vacant Land b. ☐ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
 ☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 57,023.26

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

c. Transfer Tax Value: \$ 57,023.26

d. Real Property Transfer Tax Due \$ 293.25

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

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

Signature [Signature]

Capacity: Senior Real Property Analyst

Signature _____

Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: City of Henderson
Address: 240 S. Water St M2131
City: Henderson
State: NV Zip: 89015

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Foothills Village III, Inc.
Address: 552 S. Stephanie Street
City: Henderson
State: NV Zip: 89012

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

Print Name: City of Henderson
Address: 240 S. Water Street
City: Henderson

Escrow # _____
State: NV Zip: 89015

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

TAXABLE VALUE/FULL CASH VALUE - GOVERNING LAW

NRS 361.227 Determination of taxable value.

1. Any person determining the taxable value of real property shall appraise:
 - (a) The full cash value of:
 - (1) Vacant land by considering the uses to which it may lawfully be put, any legal or physical restrictions upon those uses, the character of the terrain, and the uses of other land in the vicinity.
 - (2) Improved land consistently with the use to which the improvements are being put.
 - (b) Any improvements made on the land by subtracting from the cost of replacement of the improvements all applicable depreciation and obsolescence. Depreciation of an improvement made on real property must be calculated at 1.5 percent of the cost of replacement for each year of adjusted actual age of the improvement, up to a maximum of 50 years.
2. The unit of appraisal must be a single parcel unless:
 - (a) The location of the improvements causes two or more parcels to function as a single parcel;
 - (b) The parcel is one of a group of contiguous parcels which qualifies for valuation as a subdivision pursuant to the regulations of the Nevada Tax Commission; or
 - (c) In the professional judgment of the person determining the taxable value, the parcel is one of a group of parcels which should be valued as a collective unit.
3. ...
4. ...
5. The computed taxable value of any property must not exceed its full cash value. Each person determining the taxable value of property shall reduce it if necessary to comply with this requirement. A person determining whether taxable value exceeds that full cash value or whether obsolescence is a factor in valuation may consider:
 - (a) Comparative sales, based on prices actually paid in market transactions.
 - (b) A summation of the estimated full cash value of the land and contributory value of the improvements.
 - (c) Capitalization of the fair economic income expectancy or fair economic rent, or an analysis of the discounted cash flow.

NAC 361.1177 (c) adopts by reference *Property Appraisal and Assessment Administration* as published by the International Association of Assessing Officers (IAAO).

Definition of Economic Rent from the *Glossary for Property Appraisal and Assessment* by IAAO:

Rent, Economic – (1) In appraisal, the annual rent that is justified for the property on the basis of a careful study of comparable properties in the area; market rent.

NRS 361.345 Power of county board of equalization to change valuation of property; review of changes in valuation and estimation of certain property by county assessor; notice of addition to assessed valuation.

1. Except as otherwise provided in subsection 2, the county board of equalization may:
 - (a) Determine the valuation of any real or personal property placed on:
 - (1) The secured tax roll which was assessed by the county assessor; or
 - (2) The unsecured tax roll which was assessed by the county assessor on or after May 1 and on or before December 15; and
 - (b) Change and correct any valuation found to be incorrect either by adding thereto or by deducting therefrom such sum as is necessary to make it conform to the taxable value of the property assessed, whether that valuation was fixed by the owner or the county assessor. The county board of equalization may not reduce the assessment of the county assessor unless it is established by a preponderance of the evidence that the valuation established by the county assessor exceeds the full cash value of the property or is inequitable. A change so made is effective only for the fiscal year for which the assessment was made. The county assessor shall each year review all such changes made for the previous fiscal year and maintain or remove each change as circumstances warrant.



CLARK COUNTY BOARD OF EQUALIZATION

Case # 521

Miscellaneous Information



**OFFICE OF THE
COUNTY ASSESSOR**

BRIANA JOHNSON

Clark County Assessor

(702) 455-3882 • Fax: (702) 455-0018

www.clarkcountynv.gov/assessor

Mary Ann Weidner, Deputy Director of Assessment Services

01/07/2025

Case Number:

521

Parcel/PPID Number:

178-27-401-006

FOOTHILLS VILLAGE III INC
240 WATER ST
PB BOX 95050 MS 131
HENDERSON NV 89009

Dear Sir or Madam:

We have received your **Petition for Review to the Clark County Board of Equalization**. If you have additional information relevant to your case that you would like to submit for review, please provide it to our office as soon as possible. In order for your information to be included in the printed copy of your case, **it must be submitted at least seven days prior to your scheduled hearing date**. If you have to present **additional** information on the day of your hearing, **you must provide ten copies to the board**.

You will be notified of your hearing date by email.

1) **Email**. All correspondence will be sent to the email provided on the appeal form unless otherwise specified. To change your noticing email:

- Email your request to boe@ClarkCountyNV.gov
- Enter your Case # first and then "BOE Hearing Notification" in the subject line.
- In the body of the email, provide your case number, address, phone number and parcel number.

2) **Certified letter**. If no email is provided, you will receive notification by certified letter.

Your hearing will be scheduled between now and the end of February. You should attend the hearing and be prepared to discuss the taxable value of your property before the Board. For additional information regarding the appeal process and electronic hearing notification, please refer to the appeal instructions provided with your appeal form.

Our appraisal staff will prepare and submit to the Board a case with information which describes our position regarding your property valuation. This case information will be provided to you at the hearing, or you may contact our office to check availability prior to the hearing. Please contact our office if you have any questions in this regard.





**OFFICE OF THE
COUNTY ASSESSOR**

BRIANA JOHNSON

Clark County Assessor

(702) 455-3882 • Fax: (702) 455-0018

www.clarkcountynv.gov/assessor

Mary Ann Weidner, Deputy Director of Assessment Services

01/07/2025

Case Number: 521
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Angela Meslem

Tennis & Athletic Director

702-407-0045

[SEND EMAIL](#) 



Courtney Livingston

Catering Director

702-835-8582

[SEND EMAIL](#) 



Brian Sanders

Director of Golf

702-835-8144

[SEND EMAIL](#) 



Bobby Dandy

Assistant Food & Beverage Director

702-835-8141

[SEND EMAIL](#) 



Duane Jose

Executive Chef

702-835-8142

[SEND EMAIL](#) 



Paul Bykowski

Sr. VP of Land Development

702-458-0001

[SEND EMAIL](#) 

Entity Information

Entity Information

Entity Name:

FOOTHILLS VILLAGE III INC.

Entity Number:

C7681-1992

Entity Type:

Domestic Corporation (78)

Entity Status:

Active

Formation Date:

07/16/1992

NV Business ID:

NV19921048798

Termination Date:

Annual Report Due Date:

7/31/2025

Compliance Hold:

Registered AGENT INFORMATION

Name of Individual or Legal Entity:

RICHARD C MACDONALD

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

NV20131614514

Office or Position:

Jurisdiction:

Street Address:

552 S STEPHANIE ST, HENDERSON, NV, 89012, USA

Mailing Address:

OFFICER INFORMATION

☐ View Historical Data

Title	Name	Address	Last Updated	Status
President	RICHARD C MACDONALD	552 S. STEPHANIE STREET, HENDERSON, NV, 89012, USA	07/02/2019	Active
Secretary	RICHARD C MACDONALD	552 S. STEPHANIE STREET, HENDERSON, NV, 89012, USA	07/02/2019	Active
Treasurer	RICHARD C MACDONALD	552 S. STEPHANIE STREET, HENDERSON, NV, 89012, USA	07/02/2019	Active
Director	RICHARD C MACDONALD	552 S. STEPHANIE STREET, HENDERSON, NV, 89012, USA	07/02/2019	Active

Page 1 of 1, records 1 to 4 of 4

CURRENT SHARES

Class/Series	Type	Share Number	Value
No records to view.			

Number of No Par Value Shares:

2500

Total Authorized Capital:

2,500

[Filing History](#) [Name History](#) [Mergers/Conversions](#)

[Return to Search](#) [Return to Results](#)

PETITION 521: FOOTHILLS VILLAGE III INC

Parcel Number(s): 178-27-401-006
Petitioner Duly Sworn: Paul Bykowski
Document(s) Submitted: *See Attached*

DISCUSSION:

TERRY FARR

Next Case is 521 Foothills Village III. You are on this one, too? Please state your name.

PAUL BYKOWSKI

With slightly lower numbers.

TERRY FARR

Please state your name, and address for the record, sir.

PAUL BYKOWSKI

Paul Bykowski, 552 South Stephanie Street, Henderson 89012.

TERRY FARR

Thank you. Ms. Robaina, when you're ready. Hope I pronounced that correctly.

CINDEE ROBAINA

Good afternoon. Cindee Robaina with the Clark County Assessor's Office. Case 521 starts on page 1,210 of the master book. The subject is a vacant 48.42-acre parcel located south of MacDonald Ranch Drive and east and west of Stephanie Street in the gated community of MacDonald Highlands.

The parcel is mountainous with no off-sites. The parcel has a City of Henderson open space conservation easement of 19.34 acres and there is a large wash running through, leaving approximately 6.5 acres of potentially developed land. Page 1,255, there's an aerial picture that highlights the area of the easement. The Assessor's Office recommends a reduction of the taxable value from \$2,421,000 to \$290,800. Thank you.

TERRY FARR

Very good. Mr. Bykowski.

PAUL BYKOWSKI

All right. When we develop a master plan, and we submit our master plan to the City of Henderson, they give us a percentage of our acreage that we can build homes on, and then a percentage that needs to stay as open space to require their open space requirements. So, the Assessor's Office will tax the residential areas, and then sometimes they also tax the open space because they claim it could be future residential area. It is zoned PS. It is attributed zero units in our master plan. It has non-disturbance on it, because when the city gives us a certain amount of units, we get a certain amount of acres of disturbance, and a certain amount of acres we can't disturb.

This area is a non-disturb area, zoned PS. We tried to avoid having it taxed, because they like doing this by adding a non-billed conservation easement on it, and then they still taxed it. Their justification on the comp was the free land that we gave City of Henderson to expand their reservoir, and the county denied

our transfer tax at zero because they said we weren't allowed to value it at zero. They picked a value for the transfer tax, made us pay \$250, and now the county's using that as a comp for the value of the land. It is a wash, a conservation easement, and a hillside. There will not be any homes on it. We have to maintain it. It actually costs us to maintain it. It's still owned by us because we may put some hiking trails through it. I asked for the cash value to be zero, because our other open spaces are zero. They just didn't want to put this one at zero for some reason.

TERRY FARR

Ms. Robaina.

CINDEE ROBAINA

Thank you. The land grid starts on page 1,230. Comparable one is the most similar, but all of the comparables have the same mountainous topography, and are near the subject. The comparables support a taxable value of \$50,000 per acre, which is what the subject is on at. We are recommending a reduction of the subject parcel for consideration of the 19.34 acres of open space, conservation easement, and the topography reducing the value from \$50,000 an acre to \$6,000 an acre. It's an 88% reduction. That's all I have.

PAUL BYKOWSKI

My reply is it is all open space, and all of the comps are developable land. Every one of these comps can be built on, they're residentially zoned, and have no easements on them that affect the developability of the property. No one would purchase this land. It is a drain on us, and it would not sell. There is no cash value.

STEPHANIE JONES

Mr. Chair, just to add a little bit to our case. Our overall value would be \$6,000 an acre. If you look at page 1,255 which shows what part is the conservation easement, that still leaves 29.08 acres left, that isn't part of the conservation easement. That value that we're recommending would equate to \$10,000 an acre for the part that's not in the conservation easement.

But we've argue that this is satisfying a requirement to them. It can't be worth nothing. This is some sort of requirement that they have to have this stay in its natural state in order to build what they want to build. I just want to direct you on page 1,230 to comp number one, and Ms. Robaina can speak to that a bit more. But I guess I want you to look at the photo of that because that also has severe topography issues. That's at \$55,000 an acre.

So, even if you said that the conservation easement portion shouldn't be valued and the rest of it, the 29.08 acres, that's not in the conservation easement would be valued, we're only valuing that part at 10,000 an acre. This comp with also mountainous is sold for \$55,000 an acre. I just wanted to point that out. Thank you.

TERRY FARR

Members of the Board?

PETRA LATCH

I'm trying to find this sale. Give me a second, I'll be right back.

STEPHANIE JONES

I'll help you try to find the picture. Comparable number one, is that what you're looking for? I'm sorry.

DARREL PRAWALSKY

This is Darrel Prawalsky. Just to clarify, when he says that we do have some value, parcels at zero, it is because they are denoted as common element. They're owned by the master association. This one was acquired from the City of Henderson a couple of years ago. There is not that same denotation, that it's common element nor is it owned by the association. It's private ownership.

LUKE ADAMO

How many units can you put on comp one, and how many units can you put on this property?

PAUL BYKOWSKI

You mean zero units on this property.

LUKE ADAMO

On the whole thing?

PAUL BYKOWSKI

Yeah, the whole thing. We put the conservation easement over the area that we could theoretically do, if we did a whole bunch of off-site improvements. We don't have any units left. We don't have any developable, disturbable acres left, so we can't put anything on it. But we figured, if we put the conservation easement on it, the only kind of flatish area that wasn't in a wash, that we wouldn't have to deal with this. The conservation easement went on the hill that you could maybe theorize there could be a unit someday, if you somehow change the master plan to get more disturbal acreage, which we don't have by code.

LUKE ADAMO

You separated a parcel and made it its own thing. It's a conservation easement, and that's what we're looking at right now?

PAUL BYKOWSKI

Yeah. What happened with the conservation easement, that's part of that is for tax purposes, is that when we say, "We cannot develop this area," that could possibly be developed. We were donating it to the City so it gets the count as a donation. They would not accept the entire parcel, because that's the only part of this parcel that they deemed could possibly be developed on.

The dimensions of the conservation easement were in conjunction with the City when they looked at the entire parcel and said, "We're not going to give you credit for this entire parcel, dedicating it to the City because we only will take the part that could possibly be developed due to restrictions." The rest is a wash and a cliff. There's no way you can build a unit. It's not feasible and even has the easement on the area. All the comps, you can build whole. This whole parcel, you can't build a unit on it. You can't get one unit on it.

STEPHANIE JONES

Sorry, Stephanie Jones for the Assessor's Office. If you go to page 1,255, it shows the entire parcel outlined in pink. Then it shows the conservation easement highlighted in red. The portion around it, in the outline in pink, that portion is not part of the conservation easement. That equals 29.08 acres. The total parcel, 19.34 acres, has a conservation easement. The remaining 29.08 acres does not have a conservation easement.

PETRA LATCH

So, this is a completely different market area. Forgive me if it sounds ludicrous, but I just did a bunch of work out in Mesquite. Somebody paid \$125,000 for 7 acres in Bunkerville that has zero chance of ever being built on, just because he's retired. He's an old contractor. He wants to be able to go out there, put a campsite, and let his kids come there. So, \$200,000 or whatever, I don't know, for beautiful land up in the hills that you've got trails on, it's \$6,000. He paid \$20,000 an acre for land that's in Bunkerville.

PAUL BYKOWSKI

It's open space though. The only thing we're splitting hairs, is it will be valued at zero once we transfer it to the HOA (Homeowners Association), because it is open space on our master plan, and is required open space on our master plan. To build any trail thing in this for the community, it is harder to do that while it is owned by the HOA. We have retained ownership in case we put some trails through it. But the cash value, you can't camp on it. You can't even do that.

PETRA LATCH

I don't know what you can or can't do on it.

PAUL BYKOWSKI

You can't do anything to it.

PETRA LATCH

An open space is an open space. I guess if you own it, you can walk on it, and you could probably go up. Look, I'm saying that people pay money for things that make a lot less sense. I know someone that's paying a \$100,000 for a completely unusable hill next to their house, just because they want the extra space around their house. If and when this transfers, and I don't know what the legalities are, of whether you can tax something, value it, or do whatever when the City buys it, I guess that all goes away. But right now, \$6,000 an acre, I don't know of anything that sells for less than \$6,000 an acre.

TIO S. DIFEDERICO

If you put zero on the conservation easement, and put all the value on the rest, it's still \$10,000 an acre.

PETRA LATCH

Yeah.

TIO S. DIFEDERICO

I don't see why this one is zero.

PAUL BYKOWSKI

Who's going to buy it? You guys won't buy it. If you can value it at that, will the County buy it for that? We'll take it, a 100%. If you're saying that's the cash value of that land, we will get into it. I love it.

PETRA LATCH

Open space does have value —

PAUL BYKOWSKI

Send us a referral. We'll give the County a discount. They can have it for less than that. You can't build on it. This is why we're saying there is a cash value. There is no buyer for this. We'd be happy to sell it to the County.

Heck, you guys want to make a \$100,000? I'll sell it to you for a \$100,000. Have it. But no one's going to pay us \$100,000 for this. If the County wants to make a \$100,000 off of what they think is cash value, we'll take that right away. You can't do anything with it.

STEPHANIE JONES

Stephanie Jones for the Assessor's Office. But they did acquire this from the City of Henderson in August of 2023. They wanted it for something.

PAUL BYKOWSKI

No, we didn't.

STEPHANIE JONES

It's not as if it's just a nuisance that they don't need it for anything.

PAUL BYKOWSKI

We did not.

LUKE ADAMO

How much did you pay?

PAUL BYKOWSKI

We didn't acquire it from Henderson in 2023.

CINDEE ROBAINA

It was a quick claim deed, and they got the value from the Recorder's Office for \$57,000.

LUKE ADAMO

\$57,000? Sounds like the best comp we're going to have.

STEPHANIE JONES

No, that wasn't a value.

PAUL BYKOWSKI

That was opposite —

STEPHANIE JONES

That was something that the Recorder's Office just — Ms. Robaina even talked to them about it. That was not something that they should have —

PAUL BYKOWSKI

We gave this to Henderson. We didn't buy it from Henderson. In 2023, we gave additional free land to Henderson to expand their reservoir facility. You can see on the map. There's a reservoir there, they want to add another tank. The land was valueless. They took it for zero, and the county wouldn't accept the zero value. We didn't buy it from Henderson. Henderson took it from us for zero. The latest comp is giving that land to Henderson for \$0 in 2023. That's the latest comp.

LUKE ADAMO

It's not zero. We can't do zero, right? It's worth something.

TERRY FARR

You can.

LUKE ADAMO

You can?

TERRY FARR

If there's no economic benefit, we just had that with the remnant parcels two years ago.

PAUL BYKOWSKI

Yeah. I have tons of zero parcels. All my other parcels are zero in this area.

TERRY FARR

If we decide there's no economic value to this parcel, we can put a zero value on it. We've done it with remnant parcels in the past that were sold at tax auctions. That somebody wanted to be a hero and buy these things. No, you can't do anything with it.

PAUL BYKOWSKI

Yeah. There's one right to the west on here. You can see it on the map, if she wants to move over to the west. I got a zero parcel right to the west of here.

LUKE ADAMO

We were just told at the beginning of this conversation that we cannot change it to zero. No. Is that —

MARY ANN WEIDNER

Mary Ann Weidner for the Assessor's Office. Mr. Adamo, the thing is we have to value all the parcels. The only parcels that typically get a zero value are ones that are identified as common element. They're going to be common element.

We have had actual cases that have come before this Board in the past 20 years that I've been here 21 years, where a developer was developing an area, and they said, "Oh, this is going to be common area." But it hasn't been really developed as common area yet. We don't know. Then maps change, and various things happen. We honestly don't put any zero value on anything until we know for sure that it's going into the ownership of the Homeowner's Association.

If this was in the ownership of the Homeowner's Association, it was identified as common element, it would get a zero value. It is not in that state yet. I hear what the gentleman's testifying to, but that doesn't prohibit the Board from doing what you feel is market value of this property. You can determine what you believe is market value of this property.

LUKE ADAMO

I believe based on the testimony provided that this will be common area element, and then it should be valued zero.

STEPHANIE JONES

Can I make a correction to the record? I did misspeak about that sale. I did just look at the deed. The deed was for a portion of parcel 004. It's possible what he's saying is correct. That the transfer was for just a portion of it. I just wanted to correct that, because I didn't want that to go forward. I realized it was incorrect.

TERRY FARR

My only comment to that, and to Mr. Bykowski's argument is you're holding it so that you can put trails in.

PAUL BYKOWSKI

May, if we can figure out how to do it.

TERRY FARR

Right. But that you may. The idea that it would revert back to zero upon dedication to the HOA, there's still value in the use of those potential hiking trails to the members of the community as an amenity.

PAUL BYKOWSKI

I agree. I 100% agree. That is in the value of their assessments. There is an added value assessment to each of our homeowners for the common areas, and trails in the community.

TERRY FARR

But it's not there yet. They're not being assessed for it yet, because it doesn't exist yet.

PAUL BYKOWSKI

I would say that the value is there if it's already open space, and serving its purpose, whether we own it or the association owns it. The homeowners don't know. The Assessor's Board doesn't know the value of that land is already being in consideration of the overall community. It is common open space on our maps, and in our master plan approvals. It is open space. They can take that into account when they assess the values of the individual houses in there.

I believe the value is in the assessments of the individual houses. I can tell you. They're not going to add money to the assessments to all the houses when this gets deeded over to the association. It's not going to move the needle, though it's already taken into account.

PETRA LATCH

And you said the area outside of the conservation is not developable at all? You can't do anything with it.

PAUL BYKOWSKI

No. That's why Henderson didn't have us put it into the easement, because they said, "We're just going to put the easement on the area that is flat enough, and outside of a wash that it could theoretically be developed." There's a little cliff to the left that just falls off. You can see that there's no houses up on the street above, because it was too steep. I would've put lots there if I could. That was undevelopable. Then the other area directly around is two washes that go in around it, that you can't build in the wash either.

PETRA LATCH

Forgive me if I missed something or it went over my head. So, Henderson wants it because they're going to put an easement. Are they going to put drainage on it?

PAUL BYKOWSKI

No. My understanding is that it's kind of like for future protection. Somebody had said here about. I think it was her that said that you had common area that somehow switched later and got developed. Henderson wanted to preserve the common area, so that that absolutely couldn't happen.

In other words, we have a certain amount of developable area, it zoned, but people always say never say never. Maybe someday, somebody will file an application. They'll try to argue through the Council to get more developable land when it's done and be able to develop things. Henderson has worked with us, that any area that someone could come in later after Mr. MacDonald's gone, the project has finished, and try to get somebody to get more land out of, they put a conservation easement on it so that can't happen in perpetuity.

Basically, they were working with us so the homeowners would know that we are not going to add more units after we're done. Nobody else can come in. I think part of it may have been the Badlands situation, where people think they have open space, and then it really isn't. They just wanted to say, "Okay, maybe someday in the future, somebody comes in, and changes something, sues whatever, and finds a spot." We have three different areas in there that are flat enough that they could have potentially been developed like 50 years from now or whatever. They said, "No, we'll put an easement out so it can't happen." They only do it on spots that could be flat enough to be developed.

PETRA LATCH

So, I want to just sum this up on my head. This is a preemptive move to make sure that no more development can occur to preserve the value of homes in the area, or there's no development that's possible, and they're going to put a restriction on it, disallowing any improvements?

PAUL BYKOWSKI

It's the second one. It is a restriction disallowing improvement.

PETRA LATCH

Is there a restriction on it right now that says, "Absolutely nothing can be done with it?"

PAUL BYKOWSKI

Yeah, I included that in the package, the conservation.

PETRA LATCH

You can't go on it. You can't camp on it. You can't buy it and sit up there. You can't build a camp up.

PAUL BYKOWSKI

I think it's improvements.

PETRA LATCH

You can't do trails.

PAUL BYKOWSKI

I don't think you can camp in open space, but it's included in the package, the exact wording of it. But I know it's no structures.

STEPHANIE JONES

There is a copy of it in the record somewhere. If you give me a moment I can find it. But it is just for the 19 acres, that part of it.

TERRY FARR

In case there might. My only concern is at one point, you said it's not developable, and then you also said that it hypothetically could be developable. That goes back to, I made the comment that, "Yeah, we could put zero on it. I don't think it's zero."

PAUL BYKOWSKI

That was where it got into why this hasn't been up before. Because before the argument was, we could stick something in that red conservation easement area, even though it's open space. That was the one feasible place. The values that we've had on this before, I didn't come in and fight, because of that reason, that it's open space, it's on our map, non-disturbed. But maybe something could happen in the future for that one area. I don't want to come in, and say never, because somehow we could have moved it around. But now with that, the wash around it, and the cliff, there's just no geographic way to develop any of the rest of the area. It's a double hit between the conservation easement, the wash, and the cliff, it is now completely unusable. That's why I came in this year. Before the conservation easement, I agree with you. It's currently open space, zoned public, can't build on it, but maybe something could happen. That was the easement.

PETRA LATCH

Why would the city want it?

PAUL BYKOWSKI

For long-term insurance of no one coming in and filing an application on it.

PETRA LATCH

See, this is the problem. If it literally has no potential for anything, why would the city even bother with this? If they're doing it preemptively, they're saying —

PAUL BYKOWSKI

No. What I'm saying is that portion had a possibility of some future developing coming in with an argument. While we have no entitlements available, and no master plan, whatever, you can always file an application. But now with a conservation easement on it, they don't want to have to deal with it at all. No future development, owner, or anybody can come in and put anything on it.

TERRY FARR

I think the better example as opposed to the Badlands would be the roads out at Red Rock. I think that would be a better example, right?

PAUL BYKOWSKI

Yeah. You could have filed a Conservation Easement over it, then nobody can come in, and file an application to change it.

TERRY FARR

I don't think it's zero, but I don't think it's 10.

PAUL BYKOWSKI

Yeah, it might be nominal. But I'm just going back to cash value.

TERRY FARR

The area is rough.

PAUL BYKOWSKI

I know nobody's going to buy it for \$200, whatever, \$100,000. Nobody's going to —

TERRY FARR

What's there, Tio brought it up on Google Earth. It's rough, right? But it's not impossible, is the point.

TIO S. DIFEDERICO

The whole area looked like that 40 years ago before they built all this.

PAUL BYKOWSKI

Trust me, if I could have put lots on it, I would've. That's where we're getting at. We're up to the end of the development. I've stuck lots everywhere I could on that mountain, and up to the maximum that we were permitted, up to the maximum disturbance we were allowed, and we're out.

TIO S. DIFEDERICO

Was the density based on inclusion of that land?

PAUL BYKOWSKI

The density was overall for everything. Then we planned out the area. I just like to point out, you look at Dragon Peak, and there's a row of houses that stops. It stops because it falls off —

TIO S. DIFEDERICO

My point was, did you get that density because you had this extra land included in your development? It helped you get more density than you would've got if you didn't have that piece to begin with.

PAUL BYKOWSKI

Yes.

TIO S. DIFEDERICO

That didn't have value?

PAUL BYKOWSKI

It does have value, as I said. That value is taxed in the residential parcels. That's how you capture the value of all the Homeowner's Association owned parcels. Once it transfers to the Homeowner's Association, it's the same deal. Still has value, still open space, still got you your lot, but you get assessed on your lot, and that value of that open space is in your lot. Your lot is more valuable because it's surrounded by open space. I believe they even have a separate line in the assessment for the common area that gets tacked onto the home value for each resident. It's considered in the assessment of the lots.

I agree. It has value as open space, but you're already capturing that tax in the home tax. Maybe there's a nominal value, but I'm here to argue cash value. Nobody's paying \$200, whatever, a \$100,000 for it. If you want to come up with a nominal number, I was sent down to argue zero, because my boss truly believes if he put this on the open market, he would not get an offer for it for anything. That's where my argument comes from.

PETRA LATCH

That's right. Never say never.

PAUL BYKOWSKI

If there's a nominal value that you come up with, you think someone would actually pay us for it, then I —

LUKE ADAMO

I would argue that's \$6,000 an acre is pretty nominal.

PETRA LATCH

It's pretty nominal.

LUKE ADAMO

But yes, I am looking at it from the perspective that this will be HOA, and we should just look at it as zero.

PAUL BYKOWSKI

If it gets rezoned, you can tax it later. That's the whole thing.

LUKE ADAMO

From your perspective, I get it. Because it's not HOA. But we can make that change and consider it HOA. I'm okay with that.

TERRY FARR

But again, if at \$10,000 per non-conservation easement area compared to \$6,000 for the entire, including the conservation, I would still argue it's still nominal, as is. But at the same time, could I argue less? Yeah, but I don't have any support for it other than my gut. Last I checked, that wouldn't get me through.

PAUL BYKOWSKI

They need to provide a comp. All of the comps are for residential. That's why I was waiting to see the comps for years. You got to provide a comp. Every comp was zoned residential, could be developed, and could have a unit on it. So, they have not provided a comp.

TERRY FARR

Well, but it's across the fence methodology, which is commonly accepted. I understand what they did. I don't think anybody here would disagree with that. I don't know, you want to make a —

PETRA LATCH

I've surprisingly seen land that people bought that I cannot, for the life of me, understand. And they've paid \$100,000, \$200,000 for it. I don't get it. But I have somebody that just wanted to buy the lot next door so he could put some cactuses, and his kids can walk through it. People have money and they do that. That doesn't make it any more rational. None of us sit here and go, "Okay, that makes total sense." But it happens. It's still open space; it can be used for something. When it's an HOA, it's an HOA. When will that happen? Is it going to happen?

PAUL BYKOWSKI

It will.

PETRA LATCH

Well, when that happens.

PAUL BYKOWSKI

And part of it is the reservoir with the City. One of the issues that we had, once the homeowner association owns it, we cannot deed additional land to the City for reservoir expansion. The homeowners, from our understanding from our HOA attorney, is they can't dispose of the HOA land without a vote from the membership. If the City wants to take additional land — That was the main reason why we hadn't, and we gave them the land for free. They're not quite finished with their design. That, to me, would be the main reason we haven't done it yet, because then they would have to expand the reservoir through HOA Easements, which is a pain. As opposed to, while we retain ownership we can just sign the deed like we did in 2023 and change the boundaries. I don't think that's value because we're not selling it,

but it's the convenience of being able to dispose of land to the City versus through an easement. That was one of the big reasons why we've decided not to do it yet.

MOTION

TERRY FARR

Other than being at an impasse, I'm just going to make the motion based on the testimony and information provided that the Assessor's value does not exceed full cash value, and we'll see where it lies.

We have one that left, So, can you please call the votes?

DEPUTY CLERK

Mr. Chair, Terry Farr, aye. Tio DiFederico, aye. Luke Adamo, nay. Petra Latch, aye. Suzette Wheeler, absent.

VOTE

VOTING AYE:	Terence J. Farr, Tio S. DiFederico, Petra Latch
VOTING NAY:	Luke Adamo
ABSENT:	Suzette Wheeler
ABSTAIN:	None

TERRY FARR

Based on that, the motion passes, sir.

PAUL BYKOWSKI

Thanks.

TERRY FARR

You do have the right to appeal. My only thing is find some comps and provide data, because without that we really have to go on something other than logic.

PETRA LATCH

I know a guy in Mesquite that would probably pay you for it.

TIO S. DIFEDERICO

Petra, haven't you seen those sales in Mesquite area that are down by the river?

PETRA LATCH

All over the place.

TIO S. DIFEDERICO

And they're \$10, \$15 grand an acre and you're going —

PETRA LATCH

Yes.

PAUL BYKOWSKI

What do they put on it?

PETRA LATCH

It doesn't matter what zoning it is, they don't care about what they're going to build. They just want to own it and they stick their —

PAUL BYKOWSKI

Like I said, this one isn't much. We'll probably throw it back in a year to the HOA.

TERRY FARR

I just did some acreage in Beatty a couple months ago. And I'm like, why would anybody pay anything for this? But they do, and I had comps.

PAUL BYKOWSKI

Send them our number. Thank you.

FINAL ACTION:

It was moved by Member Terry Farr, and carried by majority vote of the members present to accept the Assessor's recommendation (to reduce the total taxable value from \$2,421,000 to \$290,800) as the assessment does not exceed full cash value, based on the information provided.

SBE NOTICE OF HEARING



JOE LOMBARDO
Governor

STATE OF NEVADA
STATE BOARD OF EQUALIZATION

3850 Arrowhead Drive, Second Floor
Carson City, Nevada 89706
Telephone (775) 684-2160
Fax (775) 684-2020

SHELLIE HUGHES
Secretary

September 2, 2025

NOTICE OF HEARING

CERTIFIED MAIL – 9489 0090 0027 6613 7916 21

PETITIONER:
FOOTHILLS VILLAGE III INC.
ATTN: PAUL BYKOWSKI
552 S. STEPHANIE ST.
HENDERSON, NV 89012

CERTIFIED MAIL – 9489 0090 0027 6613 7915 84

RESPONDENT:
BRIANA JOHNSON
CLARK COUNTY ASSESSOR
500 S GRAND CENTRAL PARKWAY 2ND FLOOR
LAS VEGAS NV 89155-1401

DATE/ TIME: September 29, 2025 at 9:30 AM
September 30, 2025 at 9:00 AM
October 1, 2025 at 9:00 AM

PLACE: Nevada Department of Taxation
700 E Warm Springs Road, Room 150
Las Vegas, Nevada 89119

Nevada Department of Taxation
9850 Double R Blvd.
Reno, Nevada 89521

ZOOM OPTION:

<https://us02web.zoom.us/j/82951348384>

Or Telephone:

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592
or +1 312 626 6799

Webinar ID: 829 5134 8384

Hearings begin on the first day. It is each taxpayer's or his representative's responsibility to be present when the case is called.

LEGAL AUTHORITY AND JURISDICTION OF THE STATE BOARD OF EQUALIZATION: NRS 361.400

BRIEF STATEMENT OF MATTER: Appeal from the action of the Clark County Board of Equalization

Case No: 25-111

Parcel No: 178-27-401-006

The State Board of Equalization (State Board) will hear the Petitioner's appeal at the time and place stated above. Please be aware that the time is approximate and although you may be assured the appeal will not be heard prior to the stated time, be prepared for possible delays as several appeals are scheduled at the same time. If the taxpayer or his representative is not present when his hearing is called, the State Board will invoke the requirements of NRS 361.385 and NAC 361.708(4). The State Board may (a) proceed with the hearing; (b) dismiss the proceeding with or without prejudice; or (c) recess the hearing for a period to be set by the State Board to enable the party to attend.

Please be aware the State Board will limit its consideration to the issues and contentions set forth in the petition. Other issues may be heard if the requirements of NAC 361.745 are met.

Information regarding the rules of practice and procedure before the State Board are on the attached information sheet.


In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this hearing should notify the Department at least 3 days before the hearing. In order to comply with the security procedures of the Department, you will be required to show identification and sign a visitor's log prior to entering the hearing room.

If you need an accommodation in order to communicate during the hearing, the Department will provide one at no cost to you. Arrangements for an interpreter should be made as soon as possible, but no later than 14 days before the scheduled meeting. Please contact Kari Skalsky at 775-684-2160 at least 14 days in advance to request an interpreter in your preferred language. You may also submit your request through stateboard@tax.state.nv.us.

Si necesita una ayuda para comunicarse durante la audiencia, el Departamento se lo proporcionará sin costo alguno. Los trámites para conseguir un intérprete deben hacerse lo antes posible, pero a más tardar 14 días antes de la cita programada. Por favor, póngase en contacto con Kari Skalsky al 775-684-2160 con al menos 14 días de anticipación para solicitar un intérprete en su idioma de preferencia. También puede solicitarlo a través de stateboard@tax.state.nv.us.

If you have any questions, please call (775) 684-2160.

Shellie Hughes
Secretary to the State Board of Equalization

By: 
Kari Skalsky
Management Analyst III, Boards and Commissions
Department of Taxation

STIPULATION



togetherforbetter

**OFFICE OF THE
COUNTY ASSESSOR**

BRIANA JOHNSON
Clark County Assessor
(702) 455-4997 • Fax: (702) 455-0191
www.clarkcountynv.gov/assessor

Mary Ann Weidner, Deputy Director of Assessment Services

Value Change Recommendation for the State Board of Equalization

August 26, 2025
Foothills Village III INC
552 S Stephanie St
Henderson, NV 89012

RE: Appeal No(s). 111
Parcel No(s). 178-27-401-006
Parcel Count 1
Dear Taxpayer:

The Appraisal Division of the Clark County Assessor's Office has completed the review of the taxable value of the above property under appeal. After careful consideration of the facts involved, we are recommending adjusting the taxable value as follows:

Fiscal Year:	2025-2026	
	From	To
Land	\$290,800	\$14,540
Improvements	\$0	\$0
Total Taxable Value	\$290,800	\$14,540

By signing below, Petitioner agrees to the above recommendation. This recommendation is subject to approval by the State Board of Equalization. Please return this letter to our office before your scheduled hearing. You may mail to the above address or FAX to (702) XXX-XXXX.

Sincerely,

Cindee Robaina
Appraisal Division

I HEREBY AGREE TO THE VALUE AS RECOMMENDED ABOVE FOR MY APPEAL TO THE STATE BOARD OF EQUALIZATION:

x 
Signature of owner or authorized agent

DATE: 8/27/25