



**LAS VEGAS
CITY COUNCIL**

CAROLYN G. GOODMAN
MAYOR

STEVEN D. ROSS
MAYOR PRO TEM

LOIS TARKANIAN
RICKI Y. BARLOW
STAVROS S. ANTHONY
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

April 21, 2016

Mr. Mike Bosa
Solterra Holdings Nevada, LLC
400 Fraser View Place
Delta, British Columbia, Canada V3M6H4

**RE: EOT-63467 - EXTENSION OF TIME RELATED TO EOT-63463
AND EOT-63466 - NON-PUBLIC HEARING – SITE
DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF APRIL 20, 2016**

Dear Mr. Bosa:

The City Council at a regular meeting held on April 20, 2016 *APPROVED* a request for an Extension of Time of an approved Site Development Plan Review (SDR-25265) FOR A PROPOSED 50-STORY MIXED USE DEVELOPMENT INCLUDING 15,000 SQUARE FEET OF COMMERCIAL SPACE AND 700 RESIDENTIAL CONDOMINIUM UNITS at 800, 811, and 819 South 1st Street and 101 Gass Avenue (APNs 139-34-410-023 through 025 and 139-34-310-028), C-2 (General Commercial) Zone, Ward 3 (Coffin).

This approval is subject to the following conditions:

Planning

1. This Special Use Permit (SUP-25265) shall expire on January 9, 2017 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval for Special Use Permit (SUP-25265) and all other site related actions as required by the Department of Planning and the Department of Public Works.

The Notice of Final Action was filed with the Las Vegas City Clerk on April 21, 2016.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Ms. Kristen Neuman
APTUS
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

2014 WINNER OF THE U.S. CONFERENCE OF MAYORS CLIMATE PROTECTION AWARD

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING

DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301

FAX 702.474.0352

TTY 7-1-1

www.lasvegasnevada.gov



/city of las vegas



LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

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BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

April 7, 2016

Mr. Mike Bosa
Solterra Holdings Nevada, LLC
400 Fraser View Place
Delta, British Columbia, Canada V3M6H4

**RE: EOT-63467 - EXTENSION OF TIME RELATED TO EOT-63463
AND EOT-63466 - NON- PUBLIC HEARING - SITE
DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF APRIL 20, 2016**

Dear Mr. Bosa:

Please be advised the City Council at its regular meeting on *April 20, 2016* as referred to above, will consider your request. This meeting will be held at 1:00 P.M. at the Council Chambers of City Hall, 495 South Main Street, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the **final agenda** will be available on-line on *Thursday, April 14, 2016* at www.lasvegasnevada.gov. If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106 to request your copies.

The City Council requires that you or your representative be present at this meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas A. Perrigo".

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Ms. Kristen Neuman
APTUS
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM



*Department of Planning
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 phone (702) 385-7268 fax*

EOT-63467 - EXTENSION OF TIME RELATED TO EOT-63463 AND EOT-63466 - SPECIAL USE PERMIT - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA, LLC - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-25265) FOR A PROPOSED 50-STORY MIXED USE DEVELOPMENT INCLUDING 15,000 SQUARE FEET OF COMMERCIAL SPACE AND 700 RESIDENTIAL CONDOMINIUM UNITS at 800, 811, and 819 South 1st Street and 101 Gass Avenue (APNs 139-34-410-023 through 025 and 139-34-310-028), C-2 (General Commercial) Zone, Ward 3 (Coffin).

CITY COUNCIL: **APRIL 20, 2016**

CASE PLANNER: **ANDY REED** ☒ **CONSENT**

Comments Due: **MARCH 10, 2016**

Comments not returned by the due date will not be incorporated into the staff report for this case. Comments may be submitted either on this sheet and routed via interoffice mail, U.S. mail, fax, or e-mailed to: **Carman Burney** (cburney@lasvegasnevada.gov) and **Andy Reed** (areed@lasvegasnevada.gov). If you desire to meet with the case planner you may schedule an appointment by calling (702) 229-6301.

LIST COMMENTS BELOW:

City of Las Vegas495 S Main St
Las Vegas, NV 89101EXTENSION OF TIMEReport Date 02/22/2016 03:57 PMSubmitted By

Page 1

A/P # 63467 Type EOT Issued Date Issued ByParcel 13934410023LocationOwner SOLTERRA HOLDINGS NEVADA L L CPhoneAddress 930 W 1ST ST #303
FORT WORTH TX 76102-2728Country☐ ForeignApplicant's Full Name MIKE BOSADay Phone (604)528-6010 xFax (604)517-5789Address 400 FRASER VIEW PLACE
DELTA BRITISH COLUMBIA
V3M6H4PagerFees

PROCESSING FEE

300.00

Total Paid

300.00

Declared Value 0.00Calculated Value 0.00Actual Value 0.00Type of WorkSquare Footage 0.80 ACREComments

EOT-63467 - EXTENSION OF TIME RELATED TO EOT-63463 AND EOT-63466 - SPECIAL USE PERMIT - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA, LLC - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-25265) FOR A PROPOSED 50-STORY MIXED USE DEVELOPMENT INCLUDING 15,000 SQUARE FEET OF COMMERCIAL SPACE AND 700 RESIDENTIAL CONDOMINIUM UNITS at 800, 811, and 819 South 1st Street and 101 Gass Avenue (APNs 139-34-410-023 through 025 and 139-34-310-028), C-2 (General Commercial) Zone, Ward 3 (Coffin).



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

RECEIVED
FEB 22 2016

Application/Petition For: Extension of Time for SDR 25265
 Project Address (Location) 819, 811, 800 S. 1st Street, and 101 Gass Ave.
 Project Name Solterra Towers Proposed Use Mixed Use
 Assessor's Parcel #(s) 139-34-410-023 thru 025 and 139-34-411 Ward # 3 - Reese
 General Plan: existing _____ proposed n/a Zoning: existing CM proposed C2
 Commercial Square Footage 15,000 Floor Area Ratio _____
 Gross Acres .8 acres Lots/Units 700 Density _____
 Additional Information _____

PROPERTY OWNER Solterra Holdings Nevada, LLC Contact Mike Bosa / Wilma Enders
 Address 400 Fraser View Place Phone: (604) 528-6010 Fax: (604) 517-5789
 City Delta, British Columbia State Canada Zip V3M6H4
 E-mail Address wilmae@solterradev.com

APPLICANT same as owner Contact _____
 Address _____ Phone: _____ Fax: _____
 City _____ State _____ Zip _____
 E-mail Address _____

REPRESENTATIVE APTUS Contact Kristen Neuman
 Address 1200 S. 4th Street, Suite 206 Phone: (702) 839-1200 Fax: (702) 839-1213
 City Las Vegas State Nevada Zip 89104
 E-mail Address kristen@aptusgroup.com

Property Owner Signature*

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Guerrino Nichele

Subscribed and sworn before me

This 12th day of February, 20 16.

Dea Pella

Notary Public in and for said County and State British Columbia
 My commission does not expire.

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # EOT-63467
 Meeting Date: 4/20/16
 Total Fee: 300.00
 Date Received: 2/22/16
 Received By: J. Eddle

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

RECEIVED
FEB 22 2016

Case Number: **EOT-63467** APN: 139-34-410-023 thru 025, 028 & 139-34-310

Name of Property Owner: Solterra Holdings Nevada, LLC

Name of Applicant: same as Owner

Name of Representative: APTUS

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: Guerrino Nichele

Subscribed and sworn before me

This 12th day of February, 2016

Deb R...
Notary Public in and for ~~said County and State~~ British Columbia
My commission does not expire



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

January 14, 2008

Mr. Mike Bosa
Solterra Holdings Nevada, LLC
460 Fraser View Place
Delta, British Columbia, Canada V3M6H4

RE: **SDR-25265** – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JANUARY 9, 2008
RELATED TO SUP-25267 AND SUP-25268

Dear Mr. Bosa:

The City Council at a regular meeting held January 9, 2008 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 50-STORY MIXED USE DEVELOPMENT INCLUDING 15,000 SQUARE FEET OF COMMERCIAL SPACE AND 700 RESIDENTIAL CONDOMINIUM UNITS on 0.72 acres at the southeast corner of 1st Street and Gass Avenue (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-M (Commercial/Industrial) Zone [PROPOSED: C-2 (General Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 10, 2008. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-25069) and Special Use Permits (SUP-25267 and SUP-25268) shall be required.
2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. The existing chain link construction fence must be brought into conformance with the Construction Standards outlined in Subsection VII.C.8 of the Downtown Centennial Plan.
4. All development shall be in conformance with the site plan and landscape plan, date stamped 12/05/07, and building elevations, date stamped 11/07/07 and 11/20/07, except as amended by conditions herein.
5. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a tentative map, to reflect the changes herein. Specifically, the streetscape and off-site improvements at the intersection of 1st Street and Gass Avenue and along South 1st Street must comply with Graphic 5 of Section V of the Downtown Centennial Plan.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

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EOT-63467



Mr. Mike Bosa
SDR-25265 – Page Two
January 14, 2008

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FEB 22 2016

6. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: tabulate all tree heights along with the quantities and sizes of all trees and shrubs.
7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.
8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).
9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.
10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
13. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.
14. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.
15. Prospective buyers shall be informed that views may be obscured by future adjacent development and this information shall be included in project CC & R's.
16. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

EOT-63467

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FEB 22 2016

Mr. Mike Bosa
SDR-25265 – Page Three
January 14, 2008

17. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.
18. A revised west elevation plan shall be submitted to and approved by the Planning and Development Department prior to the time application is made for a tentative map, to reflect the changes herein. Specifically, the revised elevation shall make the necessary changes to reflect the 1st Street parking entrance as referenced on the site plan, date stamped 12/05/07.

Public Works

19. Dedicate a 10-foot radius on the southeast corner of 1st Street and Cass Avenue adjacent to this site prior to the issuance of any permits.
20. Coordinate with the City Surveyor to determine whether a Merger and Re-Subdivision Map or other map is necessary; comply with the recommendations of the City Surveyor.
21. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All new improvements shall be constructed to the Downtown Centennial Plan Standards, unless specifically allowed otherwise through conditions herein. Include an offsite Geotechnical Pavement Design recommendation for all asphalt pavement required for completion of this project.
22. Coordinate with the Collection System Planning Section of the Department of Public Works to determine an appropriate location for public sewer connection to this site, prior to the issuance of any permits. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.
23. A Traffic Impact Analysis that includes a queuing analysis for the proposed driveways must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No

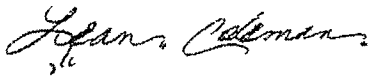
EOT-63467

Mr. Mike Bosa
SDR-25265 – Page Four
January 14, 2008

recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

24. A Drainage Plan and Technical Drainage Study for all of the parcels Rezoned with ZON-25069, must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.
25. Landscape and maintain all unimproved rights-of-way, if any, on First Street and Gass Avenue adjacent to this site. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
26. Submit an Encroachment Agreement for all landscaping, if any, located in the First Street and Gass Avenue public rights-of-way adjacent to this site prior to occupancy of this site.
27. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings,

Sincerely,



Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

EOT-63467

February 4, 2016

City of Las Vegas
Planning and Development Department
333 N. Rancho Drive
Las Vegas, NV 89106

RECEIVED
FEB 22 2016

APN: 139-34-410-023, 024, 025 and 139-34-310-028

Re: Extension of Time for:
a. SDR – 25265
b. SUP – 25268
c. SUP – 25267

To Whom It May Concern:

We respectfully submit this request for an Extension of Time for the aforementioned applications. We are requesting a two-year extension from the date of City Council approval.

Solterra Holdings fundamentally believes in the potential of Downtown Las Vegas. Solterra is in Las Vegas for the long term and will develop this site as originally entitled. Their continued involvement in Downtown actively participating in the DLVA and in particular Michael Bosa's involvement as the chair of the 1st Street improvement committee that re-designed the crosswalk treatments, sidewalk amenities, tree and plant selection and overall design themes demonstrates their commitment to the momentum required to create a spectacular urban environment.

The aforementioned streetscape improvements add to the original entitlements of the projects. Careful consideration of the site access and circulation has prevented negative impacts on adjacent roadways and neighborhood traffic.

In addition, Solterra's owns the property and their construction-financing partner continues to look forward to the future development. Attached is a letter from HSBC Bank of Canada.

Solterra develops high-end, market appropriate designs, with exceptional design appeal; having won the Nevada State Design Award by the American Institute of Architects together with APTUS for the Solterra Loft design on 1st Street. Building elevations and architectural features are aesthetically pleasing and compatible with development in the area. The award winning work exceeds many of the standards, objectives and goals of the Downtown Centennial and General Plan. The project will be a strong contributor to the context of Downtown enhancing within the surrounding present and future land use designations.

The high-voltage power lines along the west end of the property dictate that the residential units be located above the pole height. This is one of the reasons, along with the fact it is not cost effective to provide underground parking, that the podium level is at the height designed and the two residential towers start above and are recessed back from the street. Solterra has been working with Nevada Energy and the City of Las Vegas since 2007 to relocate the power lines underground. No plans have been finalized but the owner is committed to providing a top of the line product and will continue to press NVE to relocate the power.

Las Vegas
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Seal Beach
3020 Old Ranch Parkway
Suite 300
Seal Beach, CA 90740
P 714.686.6292

When the project was originally entitled, city staff and the Planning Commission both recommended approval for the entire project. Solterra has requested two, two-year extensions and staff, Planning Commission and City Council have recommended and voted for approval for all of the applications each time. Appropriate measures have been and will be taken to secure and protect the public health, safety and general welfare. We look forward to your support in our mutual goal of creating a spectacular urban fabric in Downtown Las Vegas.

Respectfully Submitted,



Kristen G. Neuman, AIA
APTUS

EOT-63467

DEAN HELLER
Secretary of State
208 North Carson Street
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Entity #
E0402952005-8
Document Number
20050249777-63

Date Filed:
6/24/2005 2:48:56 PM
In the office of

Dean Heller

Dean Heller
Secretary of State

Articles Of Organization Limited-Liability Company

(PURSUANT TO NRS 86)

Important: Read attached instructions before completing form.

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited Liability Company	SOLTERRA HOLDINGS NEVADA, LLC
2. Resident Agent Name and Street Address: (must be a Nevada address where process may be served)	David G. LeGrand Name 10001 Park Run Drive Physical Street Address Las Vegas City NEVADA 89145 State Zip Code SAME AS ABOVE Additional Mailing Address City State Zip Code
3. Dissolution Date: (OPTIONAL - see instructions)	Latest date upon which the company is to dissolve (if existence is not perpetual): PERPETUAL
4. Management: (check one)	Company shall be managed by ☒ Manager(s) OR ☐ Members
5. Names, Addresses of Manager(s) or Members: (attach additional pages as necessary)	STATCAN HOLDINGS, INC. a Washington corporation Name 10001 Park Run Drive Address Las Vegas NV 89145 City State Zip Code Name Address City State Zip Code Name Address City State Zip Code
6. Names, Addresses and Signatures of Organizers (If more than one organizer, attach additional page)	David G. LeGrand Name Signature <i>[Signature]</i> 10001 Park Run Drive Address Las Vegas NV 89145 City State Zip Code
7. Certificate of Acceptance of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named limited-liability company. <i>[Signature]</i> Authorized Signature of R.A. or On Behalf of R.A. Company Date 6-24-05

This form must be accompanied by appropriate fees. See attached fee schedule.

RECEIVED
FEB 22 2016

**DECLARATION AND AGREEMENT OF OPERATION
OF**

SOLTERRA HOLDINGS NEVADA, LLC

a Nevada Limited Liability Company

**RECEIVED
FEB 22 2016**

This Declaration and Agreement of Operation of Solterra Holdings Nevada, LLC, a Nevada limited liability company (the "Company"), formed under and organized pursuant to the Act, is entered into effective as of June 24, 2005 (the "Effective Date"), by and between the Company and Solterra Development, Inc, a Washington corporation, its sole member.

ARTICLE 1. FORMATION

1.1. Organization. The Member has organized the Company as a Nevada limited liability company pursuant to the provisions of the Act. The Member hereby confirms that the Member has appointed Statcan Holdings, Inc., a Washington corporation, as the Manager of the Company.

1.2. Company Declaration, Effect of Inconsistencies With Act. For and in consideration of the mutual covenants contained in this Declaration, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member and the Company hereby agree to the terms and conditions of this Declaration, as it may from time to time be amended according to its terms. It is the express intention of the parties that this Declaration shall govern, even when it is inconsistent with, or different from, the provisions of the Act or any other applicable law or rule. To the extent any provision of this Declaration is prohibited or ineffective under the Act, this Declaration shall be considered amended to the smallest degree possible in order to make the Declaration effective under the Act. In the event the Act is subsequently amended or interpreted in such a way as to make any provision of this Declaration that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The Member and Manager shall be entitled to rely on the provisions of this Declaration, and the Member and Manager shall not be liable to the Company for any act or refusal to act taken in good faith reliance on the terms of this Declaration. The Member and the Company hereby agree that the duties and obligations imposed on the Member shall be those set forth in this Declaration, which is intended to govern the relationship between the Company, the Manager, and the Member, notwithstanding any provision of the Act or other applicable law to the contrary.

1.3. Name. The name of the Company is Solterra Holdings Nevada, LLC, and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

1.4. Term. The term of the Company shall be perpetual until it is dissolved and its affairs wound up in accordance with the Act or this Declaration.

1.5. Resident Agent and Registered Office. The initial resident agent for the service of process upon and the registered office of the Company is David G. LeGrand, 10001 Park Run Drive, Las Vegas, Nevada 89145. The Manager, may, from time to time, change the resident agent or registered office through appropriate filings with the Secretary of State. In the event the resident agent ceases to act as such for any reason or the registered office shall change, the Manager shall promptly designate a replacement resident agent or file a notice of change of address as the case may be. If the Manager shall fail to designate a replacement resident agent or change of address of the registered office, any Member may designate a replacement resident agent or file a notice of change of address.

1.6. Principal Office. The Principal Office of the Company shall be 460 Fraser View Place, Delta, B.C. Canada V3M 6H4. The Manager, may, from time to time, change the principal office and make any necessary or appropriate filings with the Secretary of State to reflect such change.

ARTICLE 2. DEFINITIONS

For purposes of this Declaration, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

2.1. "Act" means the Nevada Limited Liability Company Act, Chapter 86 of the Nevada Revised Statutes, and all amendments to the Act.

2.2. "Additional Member" means a Member other than the Initial Member who has acquired a Membership Interest in the Company.

2.3. "Admission" (Admit) means the act of becoming a Member and obtaining the rights appurtenant to a Membership Interest.

2.4. "Articles" means the Articles of Organization of the Company as properly adopted and amended from time to time by the Member and filed with the Secretary of State.

2.5. "Capital Contribution" means any contribution of cash or property or contribution of services made by or on behalf of a Member as consideration for a Membership Interest.

2.6. "Company" means Solterra Holdings Nevada, LLC, a limited liability company, formed under the laws of the State, and any successor limited liability company.

2.7. "Company Property" means any Property owned by the Company.

2.8. "Contribution" means any contribution of Property made by or on behalf of a Member as consideration for a Membership Interest or as a contribution of the capital of the Company.

2.9. "Declaration" means this operating Declaration including all amendments adopted in accordance with this Declaration and the Act.

2.10. "Distribution" means a transfer of Company Property to a Member on account of the Member's Membership Interest regardless of whether the transfer occurs on the liquidation of the Company, in exchange for the Member's Interest, or otherwise.

2.11. "Disposition" (Dispose) means any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as a security or encumbrance (including dispositions by operation of law).

2.12. "Manager" means one or more managers duly appointed or elected. Specifically, Manager means Statcan Holdings, Inc. or any Person or Persons who succeed the Manager in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be. In the event there is more than one Manager in office at any time, any action to be taken by the Managers under this Declaration must be taken by the consent of a majority of the Managers.

2.13. "Member" means the Member executing this Declaration, any transferee of a Member or any Additional Member. If at any time there is more than one Member, the term "Member" shall mean all Members, and any action that may be taken under this Company Declaration by the Members may be taken by a majority of the Members.

2.14. "Member's Interest" means a Member's entire interest in the Company including such Member's rights in the Company's profits, losses and Distributions pursuant to this Declaration and the Act and such other rights and privileges, including the right to vote and participate in the management of the Company, that the Member may enjoy by being a Member.

2.15. "Person" means an individual, trust, estate, or any incorporated or unincorporated organization permitted to be a member of a limited liability company under the laws of the State of Nevada.

2.16. "Proceeding" means any judicial or administrative trial, hearing or other activity, civil, criminal, or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other Person subject to the jurisdiction of such court, arbitrator, or governmental agency.

2.17. "Property" means any property, whether real, personal, tangible or intangible (including goodwill), including cash and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

2.18. "Taxing Jurisdiction" means the federal government and any state, local, or foreign government that collects tax, interest, or penalties, however designated, on the Company and/or its operations, or any Member's share of the income or gain attributable to the Company.

ARTICLE 3. NATURE OF BUSINESS

3.1. The purposes of the Company are: (1) to engage in any lawful activity or activities; (2) to own, operate, manage, rent, lease, maintain, sell, exchange, transfer, mortgage

and hold for sale or investment real and personal property of the Company or any part thereof; (3) to incur indebtedness, secured or unsecured, for any purpose of the Company and to do any other thing in furtherance of the Company's purpose; and (4) to engage in any other activities that are necessary, beneficial, or incidental to the foregoing purposes or that may be necessary or appropriate to protect or enhance the assets of the Company.

3.2. The Company shall not engage in any other business without the unanimous written consent of all the Members. Except as otherwise expressly provided in this Declaration, no Member acting alone shall have the right or authority to act for, or assume any obligations on behalf of, the other Members.

ARTICLE 4. ACCOUNTING AND RECORDS

4.1. The Manager shall maintain the following records at the principal office of the Company:

- A. The full name and business address of each Member and Manager;
- B. A copy of the filed Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which Articles has been executed; and
- C. A copy of this Declaration including all amendments thereto.

ARTICLE 5. NAME AND ADDRESS OF MEMBER

The name and address of the initial Member is:

Solterra Development, Inc.
460 Fraser View Place
Delta, B.C. Canada V3M 6H4

ARTICLE 6. MANAGEMENT

6.1. Management Rights. Subject to Section 6.2 below, the business of the Company shall be conducted by the Manager and all of the day-to-day management of the Company shall be vested in the Manager. The Manager shall have the power and authority to take the following actions on behalf of the Company:

- A. The location or relocation of any place of business of the Company;
- B. The execution for and on behalf of the Company, of all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage, investment or disposition of property, including the licensing of intellectual property;
- C. The appointment and fixing of compensation for the employees and other agents of the Company;

D. The determination of the amount and timing of, and the making of Distributions;

E. The acquisition of property from any Person as the Manager may determine. The fact that the Manager or Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person subject to the other provisions of this Declaration;

F. The borrowing of money for the Company from banks or other lending institutions;

G. The purchase of liability and other insurance to protect the Company's property and business;

H. The investment of any Company funds (by way of example but not of limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

I. The confession of a judgment against the Company;

J. The making of any single or series of related capital expenditures;

K. The employment of accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

L. The doing and performance of all other acts as may be necessary or appropriate to carry out the Company's business purpose.

6.2. Liability of Member and Manager. Neither the Member nor Manager shall be liable as Member or Manager for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Declaration or the Act shall not be grounds for imposing personal liability on the Member or Manager for any liabilities or obligations of the Company.

6.3. Indemnification. The Company shall indemnify the Member and the Manager for all costs, losses, liabilities, and damages paid or accrued by the Member (either as Member or as agent) or Manager in connection with the business of the Company or because such Person is a Member or Manager, to the fullest extent provided or allowed by the laws of the State of Nevada. In addition, the Manager shall cause the Company to advance costs of participation in any Proceeding to the Manager or Member. The Manager may, with the consent of the Member, indemnify all other employees and agents of the Company for all costs, losses, liabilities, and damages paid or accrued by the agent or employee in connection with the business of the Company or because such Person is an agent or employee, to the fullest extent provided or allowed by the laws of the State.

6.4. Conflicts of Interest.

A. The Member or Manager shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that the Member or Manager may enter into transactions that are similar to the transactions into which the Company may enter.

B. A Member or Manager does not violate a duty or obligation to the Company merely because the Member's or Manager's conduct furthers the Member's or Manager's own interest. A Member or Manager may lend money to and transact other business with the Company. The rights and obligations of a Member or Manager who lends money to or transacts business with the Company are the same as those of a Person who is not a Member, subject to any other applicable law. No transaction with the Company shall be voidable solely because a Member or Manager has a direct or indirect interest in the transaction if either the transaction is fair to the Company and the Member (in the case of a transaction in which the Manager but not the Member is personally interested) or the Manager (in the case of a transaction in which the Member but not the Manager is personally interested) with knowledge of the interest of the Member or Manager in the transaction, as the case may be, approves of the transaction.

6.5. Authority of Manager To Bind the Company. Only the Manager and agents of the Company authorized by the Manager shall have the authority to bind the Company. The Manager has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

A. The institution, prosecution and defense of any Proceeding in the Company's name;

B. The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;

C. The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Company Property;

D. The entering into of contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any Company Property or income;

E. The lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning of money to the Member, officers, employees, and agents of the Company;

F. The conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State of Nevada;

G. The appointment of employees and agents of the Company, the defining of their duties, and the establishment of their compensation;

H. The payment of pensions and the establishment of pension plans, pension trusts, profit sharing plans, and other benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company;

I. The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;

J. The payment or donation, or any other act that furthers the business and affairs of the Company;

K. The payment of compensation, or additional compensation to the Member, and employees on account of services previously rendered to the limited liability company, whether or not an agreement to pay the compensation was made prior to the time the services were rendered;

L. The purchase of insurance on the life of any of the Members or employees of the Company for the benefit of the Company;

M. The participation in partnership agreements, joint ventures, or other associations of any kind with any Person or Persons;

N. The indemnification of a Member or any other Person.

6.6. Compensation of Member and Manager. The Member and Manager shall be reimbursed all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation, in an amount to be determined from time to time by the Member.

6.7. Standard of Care of Member and Manager. The Member's duty of care in the discharge of the Member's duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging these duties, the Member shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such other information, opinions, reports, or statements by any of its agents, or by any other Person, as to matters the Member reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

ARTICLE 7. CONTRIBUTIONS

The Member shall make the Contribution to the Company described in **Exhibit A** attached hereto and incorporated herein by this reference. The value of the Contribution is agreed to be that set forth on **Exhibit A**. No interest shall accrue on any Contribution and the Member shall not have the right to withdraw or be repaid any Contribution except as provided in this Déclaration.

ARTICLE 8. DISTRIBUTIONS

The Company may make such distributions at such times as may be determined from time to time by the Manager.

ARTICLE 9. TAXES

9.1. Elections. Only the Members may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

9.2. Method of Accounting. The records of the Company shall be maintained on the same method of accounting as that of the Member.

ARTICLE 10. DISPOSITION OF MEMBERSHIP INTEREST AND ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

10.1. Disposition. The Member's Interest is fully transferable, either voluntarily or by operation of law. The Member may Dispose of all or a portion of the Member's Interest. Notwithstanding any provision of the Act to the contrary, upon the Disposition of the Member's Interest, the transferee shall be admitted upon the completion of the transfer without further action. Upon the transfer of a Member's entire Member's Interest (other than a temporary transfer or transfer as a pledge or security interest) the Member shall cease to be a Member and shall have no further rights or obligations under this agreement, except that the Member shall have the right to such information as may be necessary for the computation of the Member's tax liability.

10.2. Admission of Additional Members. The Member may Admit Additional Members and determine the Capital Contributions of such Additional Members.

ARTICLE 11. DISSOLUTION AND WINDING UP

11.1. Liquidating Events. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

A. The vote by all of the Members to dissolve, wind up, and liquidate the Company; or

B. The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Company; or

C. There is a Deadlock in any decision of the Members or Managers; or

D. All or substantially all of the assets of the Company are disposed of; or

E. The Company ceases to conduct its business in furtherance of the purposes for which it was formed as set forth in Section 3.

The Member hereby agrees that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined, by a court of competent jurisdiction, that the Company has dissolved prior to the occurrence of a Liquidating Event, the Member hereby agrees to continue the business of the Company without a winding up or liquidation.

11.2. Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Managers shall be responsible for overseeing the winding up and dissolution of the Company, shall take full account of the Company's liabilities and property, shall cause the property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

A. First, to the payment and discharge of all of the Company's debts and liabilities to creditors other than the Members;

B. Second, to the payment and discharge of all the Company's debts and liabilities to the Members; and

C. The balance, if any, to the Members, in proportion to their positive Capital Account balances.

The Managers shall not receive any additional compensation for any services performed pursuant to this Article 12. Each Manager understands and agrees that by accepting the provisions of this Section 11.2 setting forth the priority of the distribution of the assets of the Company to be made upon its liquidation, such Manager expressly waives any right which it, as a creditor of the Company might otherwise have under the Act to receive distributions of assets *pari passu* with the other creditors of the Membership in connection with the distribution of assets of the Company in satisfaction of any liability of the Company, and hereby subordinates to said creditors any such right.

11.3. Rights of Members. Except as otherwise provided in this Declaration, (a) each Member shall look solely to the assets of the Company for the return of its Capital Contributions and shall have no right or power to demand or receive property other than cash from the Company and (b) no Member shall have priority over any other Member as to the return of its Capital Contributions, distributions, or allocations.

ARTICLE 12. AMENDMENT

This Declaration may be amended or modified from time to time only by a written instrument adopted by all the Members and the Company and executed by all the Members and the Company.

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1. Notices. All notices or other communications required or permitted to be given pursuant to this Declaration shall be in writing and shall be considered properly given if mailed within the United States by certified mail return receipt requested, postage prepaid, to the Members at the addresses set forth beneath their signatures, or if personally delivered to them.

Any Member may change its address by giving written notice of the change to the Company and the other Members. Any notices given prior to the notice of change of address shall not be affected by the notice of change.

13.2. Attorneys' Fees. In any judicial action or proceeding among the parties to enforce any of the provisions of this Declaration or any right of any party hereto, regardless of whether such action or proceedings is prosecuted to judgment and in addition to any other remedy, the unsuccessful party shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party.

13.3. Entire Declaration. This Declaration constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements among the parties with respect thereto.

13.4. Captions. Any titles or captions or sections contained in this Declaration are for convenience or reference only and shall not be deemed part of the context of this Declaration.

13.5. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, entity or entities, may require.

13.6. Governing Law. This Declaration shall be enforced, governed by and construed in accordance with the laws of the State of Nevada.

13.7. Severability. If any provision of this Declaration shall be invalid or unenforceable for any reason and to any extent, the remainder of this Declaration shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

13.8. Further Documents. Each of the Members shall execute such further documents and take such further actions as may be reasonably necessary or desirable to accomplish any transaction intended or authorized by this Declaration.

13.9. Member Non-waiver of Rights and Breaches. No failure or delay of a Member in the exercise or any rights given to such Member hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Member of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach of any other provision hereof.

13.10. No Agency. Nothing contained herein shall be construed to constitute any Member the partner of any other Member or the agent of any other Member.

13.11. Parties Bound. This Declaration shall bind and inure to the benefit of the Members and their several successors in interest in whatever capacity.

13.12. Duplicate Originals. This Declaration may be executed in several copies; and upon execution by each party hereto, they shall be treated as duplicate originals hereof.

13.13. Counterpart Execution. This Declaration may be executed in any number of counterparts with the same effect as if all the Members had signed the same document. All counterparts shall be construed together and shall constitute one Declaration.

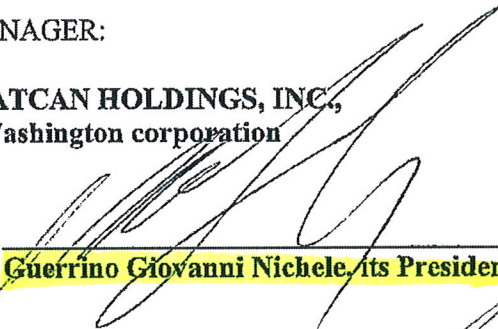
13.14. Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Declaration and referred to herein is hereby incorporated in this Declaration by reference.

13.15. Waiver of Action for Partition. Each of the Members irrevocably waives any right that he may have to maintain any action for partition with respect to any of the Company's property.

IN WITNESS WHEREOF, the sole Member has executed this Declaration as of the Effective Date set forth above.

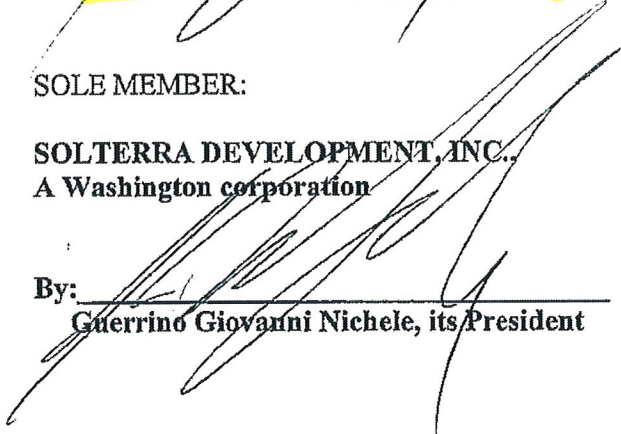
MANAGER:

STATCAN HOLDINGS, INC.,
a Washington corporation

By: 
Guerrino Giovanni Nichele, its President

SOLE MEMBER:

SOLTERRA DEVELOPMENT, INC.,
A Washington corporation

By: 
Guerrino Giovanni Nichele, its President

APN: 139-34-410-022 139-34-410-023 139-34-410-024
139-34-410-025

Affix R.P.T.T. \$ 26,902.50

**WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:**

Solterra Holdings Nevada, LLC
c/o Solterra Development Corporation
Attn: Guerrino G. Nichele
460 Fraser View Place
Delta, B.C. V3M 6H4

ESCROW NO: 05127565-079-TL

20050922-0002800

Fee: \$17.00 RPTT: \$26,902.50
N/C Fee: \$0.00

09/22/2005 13:02:29
T20050174455

Requestor:
CHICAGO TITLE

Frances Deane DGI
Clark County Recorder Pgs: 4

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

First Street Properties, LLC, a Nevada limited liability company,

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby
Grant, Bargain, Sell and Convey to

Solterra Holdings Nevada, LLC, a Nevada limited liability company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:
See Exhibit A attached hereto and made a part hereof.

Subject to:

1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

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

Witness my/our hand(s) this 3rd day of August, 2005

SELLERS:
First Street Properties, LLC, a Nevada limited liability
company

Steven Gregory, Mgr
By: Steven Gregory, Managing Member

RECEIVED
FEB 22 2016

ESCROW NO: 05127565-079-TL

STATE OF NEVADA)

) ss.

COUNTY OF Clark)

On this 8/3/05

appeared before me, a Notary Public,
Steven Gregory, as Managing Member for First
Street Properties, LLC

personally known or proven to me to be the person(s)
whose name(s) is/are subscribed to the above
instrument, who acknowledged that he/she/they
executed the instrument for the purposes therein
contained.

Garnette Y. Klukoske
Notary Public

My commission expires: 6/13/09



Exhibit A

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1:

Lots Seven (7), Eight (8), Nine (9) and Ten (10) in Block Seven (7) of South Addition to the City of Las Vegas as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

PARCEL 2:

Lots Five (5), Six (6), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Block Seven (7) of SOUTH ADDITION TO THE CITY OF LAS VEGAS as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

RECEIVED
FEB 22 2016

ASSESSOR'S COPY

**State of Nevada
Declaration of Value**

1. Assessor's Parcel Number(s)

- a) 139-34-410-022
b) 139-34-410-023
c) 139-34-410-024
d) 139-34-410-025

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Documentation/Instrument #: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property:

\$ 5,274,859.10

Deed in Lieu of Foreclosure Only (value of property): ()

Transfer Tax Value:

\$ 5,274,859.10

Real Property Transfer Tax Due:

\$ 26,902.50

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 _____

Capacity _____

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: First Street Properties, LLC
Address: 3027 E. Sunset Rd. #106
City: Las Vegas
State: NV Zip: 89120

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Solterra Holdings Nevada, LLC
Address: 460 Fraser View Place
City: Delta
State: BC Zip: V3M 6H4

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

Print Name: Chicago Title
Address: 3980 Howard Hughes Parkway
City/State/Zip: Las Vegas, NV 89109

Escrow #: 05127565-079

AN ADDITIONAL RECORDING FEE OF \$1.00 WILL APPLY FOR EACH DECLARATION OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.

2800

20051026-0003779

ESCROW NO: 05127694-079-TL

APN: 139-34-310-028

Affix R.P.T.T. \$ 10,710.00

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:

SOLTERRA HOLDINGS NEVADA, LLC
460 FRASER VIEW PLACE
DELTA BC, CANADA V3M6H4

Fee: \$19.00 RPTT: \$10,710.00
N/C Fee: \$0.00

10/26/2005 13:39:17
T20050197153

Requestor:
CHICAGO TITLE

Frances Deane ADF
Clark County Recorder Pgs: 6

ESCROW NO: 05127694-079-TL

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Martha M. Murray, an unmarried woman and Michael F. Murray who took title as an unmarried man, now a married man and his spouse, Aimee Elizabeth Kearns, a married woman

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

Solterra Holdings Nevada, LLC, a Nevada Limited Liability Company

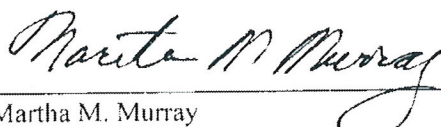
all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

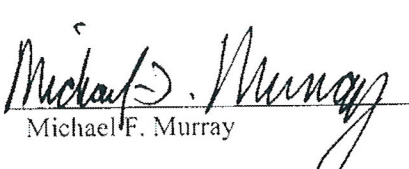
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to: 1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

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

Witness my/our hand(s) this 9th day of September 05


Martha M. Murray


Michael F. Murray

RECEIVED
FEB 22 2016

Aimee Elizabeth Kearns
Aimee Elizabeth Kearns

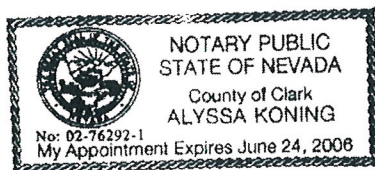
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this September 10, 2005
appeared before me, a Notary Public,
Aimee Elizabeth Kearns

personally known or proven to me to be
the person(s) whose name(s) is/are
subscribed to the above instrument, who
acknowledged that he/she/they executed
the instrument for the purposes therein
contained.

Alyssa Koning
Notary Public

My commission expires: June 24, 2006



RECEIVED
FEB 22 2016

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

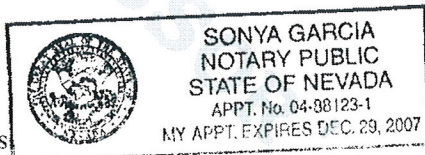
On 1-2-05
personally appeared before me, a Notary Public,
Miriam M. Murray

personally known or proven to me to be the
person(s) whose name(s) is/are subscribed to the
above instrument who acknowledged that
he/she/they executed this instrument for the
purposes therein contained.

Sonya Garcia
Notary Public

My commission expires: 12-29-07

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

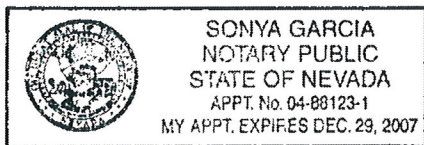


On 1-2-05
personally appeared before me, a Notary Public,
Michael F. Murray

personally known or proven to me to be the
person(s) whose name(s) is/are subscribed to the
above instrument who acknowledged that
he/she/they executed this instrument for the
purposes therein contained.

Sonya Garcia
Notary Public

My commission expires: 12-29-07



RECEIVED
FEB 22 2016

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

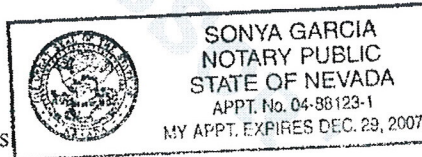
On 9-7-05
personally appeared before me, a Notary Public,
Martina M. Murray

personally known or proven to me to be the
person(s) whose name(s) is/are subscribed to the
above instrument who acknowledged that
he/she/they executed this instrument for the
purposes therein contained.

Sonya Garcia
Notary Public

My commission expires: 12-29-07

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

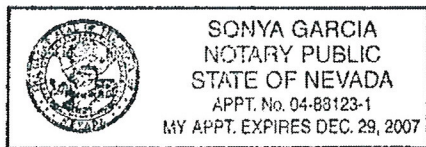


On 9-7-05
personally appeared before me, a Notary Public,
Michael F. Murray

personally known or proven to me to be the
person(s) whose name(s) is/are subscribed to the
above instrument who acknowledged that
he/she/they executed this instrument for the
purposes therein contained.

Sonya Garcia
Notary Public

My commission expires: 12-29-07



CLARIFICATION

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ESCROW NO: 05127694-079-TL

EXHIBIT A

Lots One (1), Two (2), Three (3) and Four (4) in Block Seven (7) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

ASSESSOR'S COPY

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State of Nevada
Declaration of Value

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1. Assessor's Parcel Number(s)

a) 139-34-310-028

b)

c)

d)

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Documentation/Instrument #: _____

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property:

\$2,100,000.00

Deed in Lieu of Foreclosure Only (value of property): ()

Transfer Tax Value:

\$2,100,000.00

Real Property Transfer Tax Due:

\$10,710.00

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 Agent for

Signature [Signature]

Capacity Seller

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Martha M. and Michael F. Murray

Address: 1629 Night Breeze Drive

City: Las Vegas

State: Nevada Zip: 89128

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Solterra Holdings Nevada, LLC

Address: 460 Fraser View Place

City: Delta, BC

State: Canada Zip: V3M6H4

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

Print Name: Chicago Title

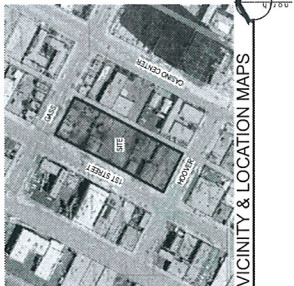
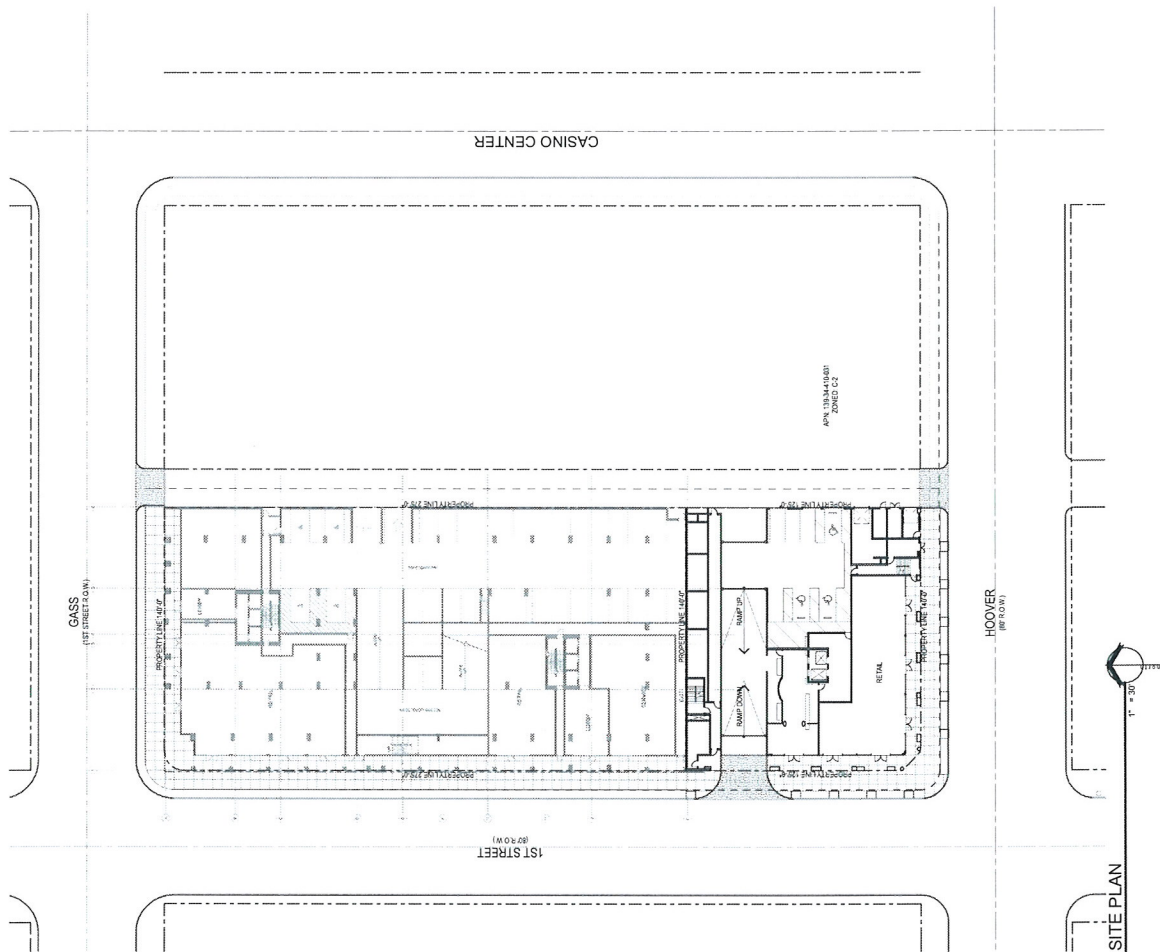
Escrow #: 05127694-079

Address: 3980 Howard Hughes Parkway

City/State/Zip: Las Vegas, NV 89109

AN ADDITIONAL RECORDING FEE OF \$1.00 WILL APPLY FOR EACH DECLARATION OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.

377



VICINITY & LOCATION MAPS

Site Zoning & Data

SITE DATA	
PARCEL NUMBER	190-34-18-021 TO 190-34-18-025 AND 190-34-18-026
JURISDICTION	CITY OF LAS VEGAS 89101
EXISTING GENERAL PLAN	MAU
EXISTING ZONING	C-4
PROPOSED ZONING	LD-2
SITE AREA	17,088 SQ FT 40 NET ACRES
SETBACKS (BUILDING)	
FRONT	PROVIDED
REAR	5' 0"
LEFT	5' 0"
RIGHT	5' 0"

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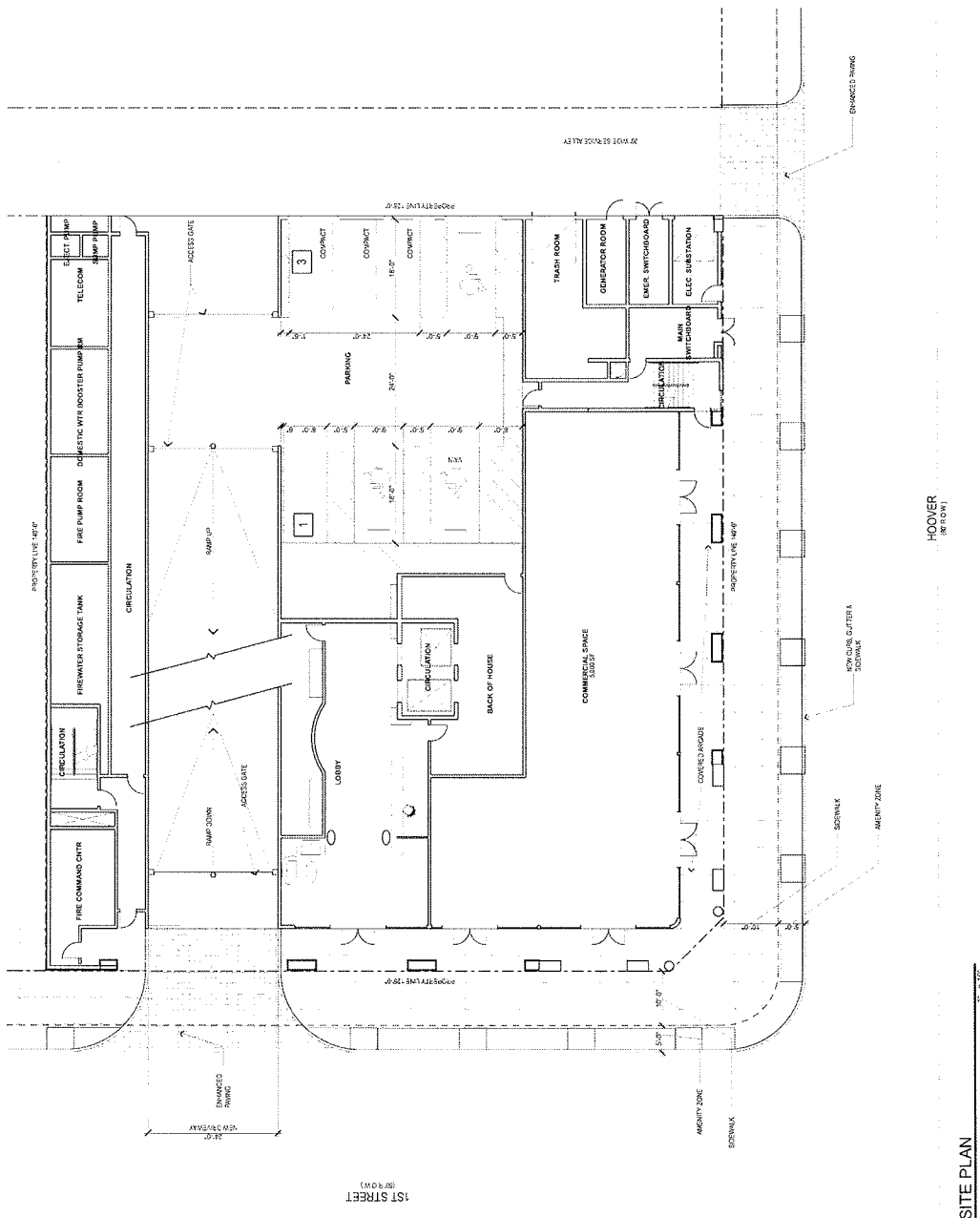
SITE PLAN

AS100

07039 Solterra Lofts

Solterra Lofts
Site Development Review
Hoover & 1st street
Las Vegas, Nevada 89101

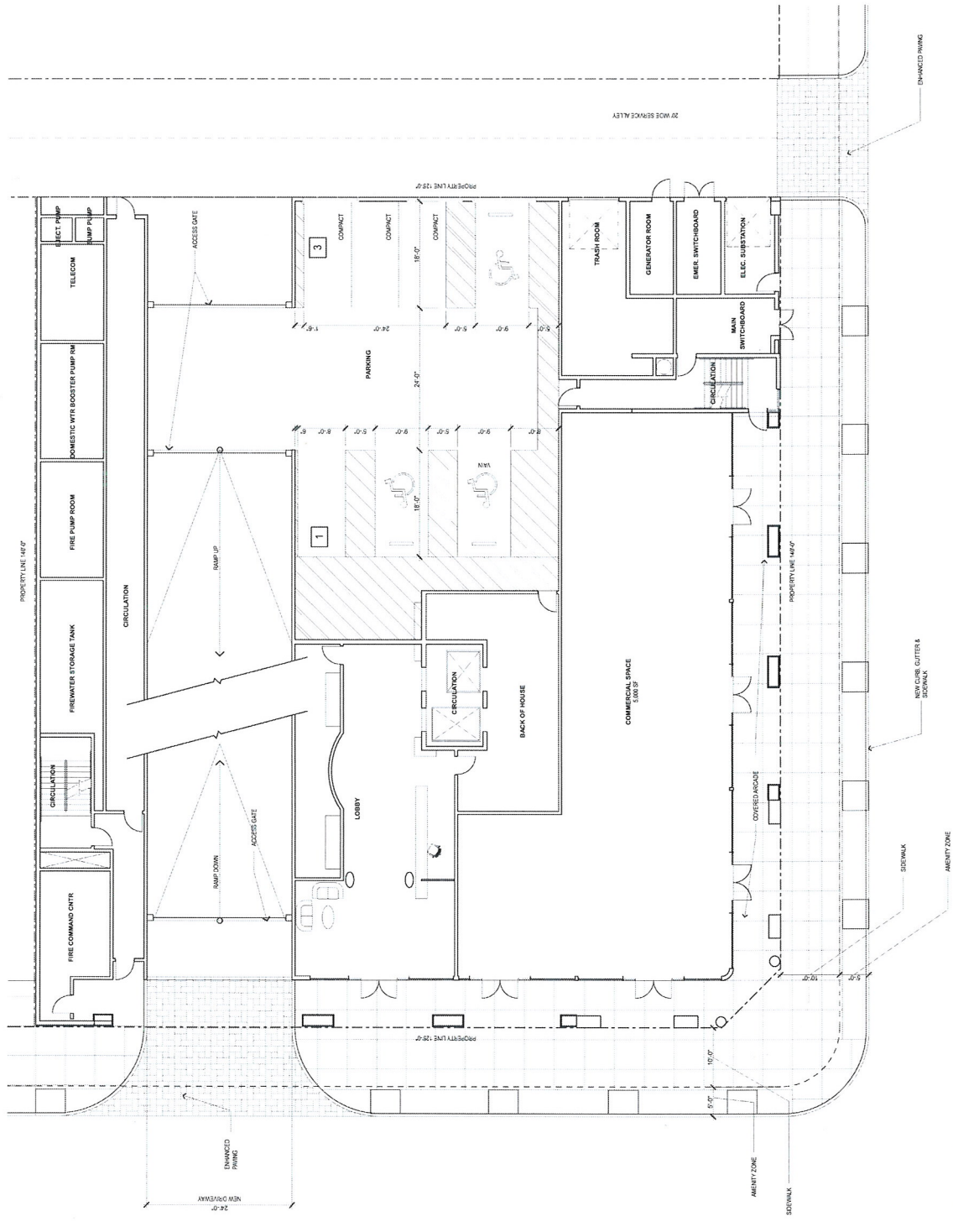
APTUS Architecture
1225 South 4th Street
Las Vegas, Nevada 89104
P 702.881.1222
F 702.881.1213



Site Zoning & Data

[illegible]

F:\07.039 Hoover Lots - Sokerra\DWGSD\07.039 Sokerra Lots.dwg; 10/9/2007; 3:02 PM; Chris



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FIRST FLOOR

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FIRST FLOOR

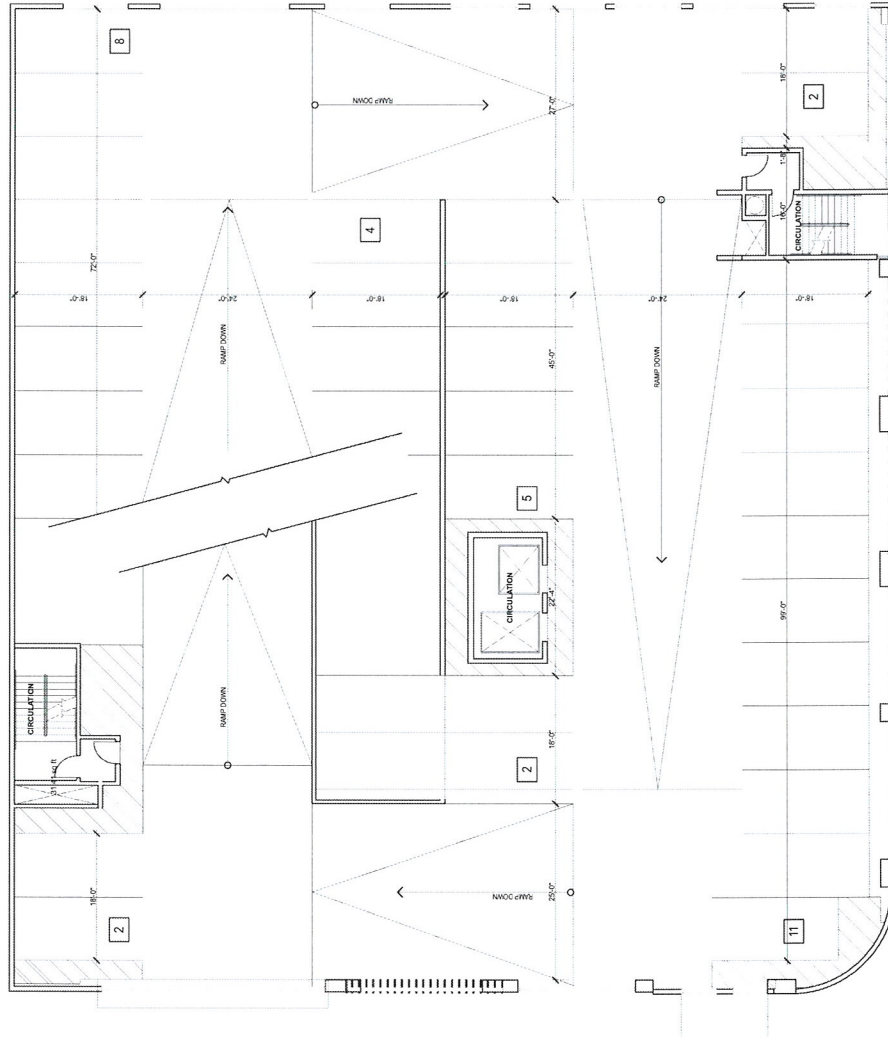
A101

City of Las Vegas SDAS-Schematic 10/25/27

07/2019 Solterra Lofts

APTUS Architecture
1700 South 4th Street
Las Vegas, Nevada 89104
P: 702.393.1212
F: 702.393.1213

EOT-63467



SECOND FLOOR

1/8" = 1'-0"

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 Site Development Review
 Hoover & 1st street
 Las Vegas, Nevada 89101

SECOND FLOOR

A102

City of Las Vegas SD35 Submittal 10/09/07

07/2017 Solterra Lofts

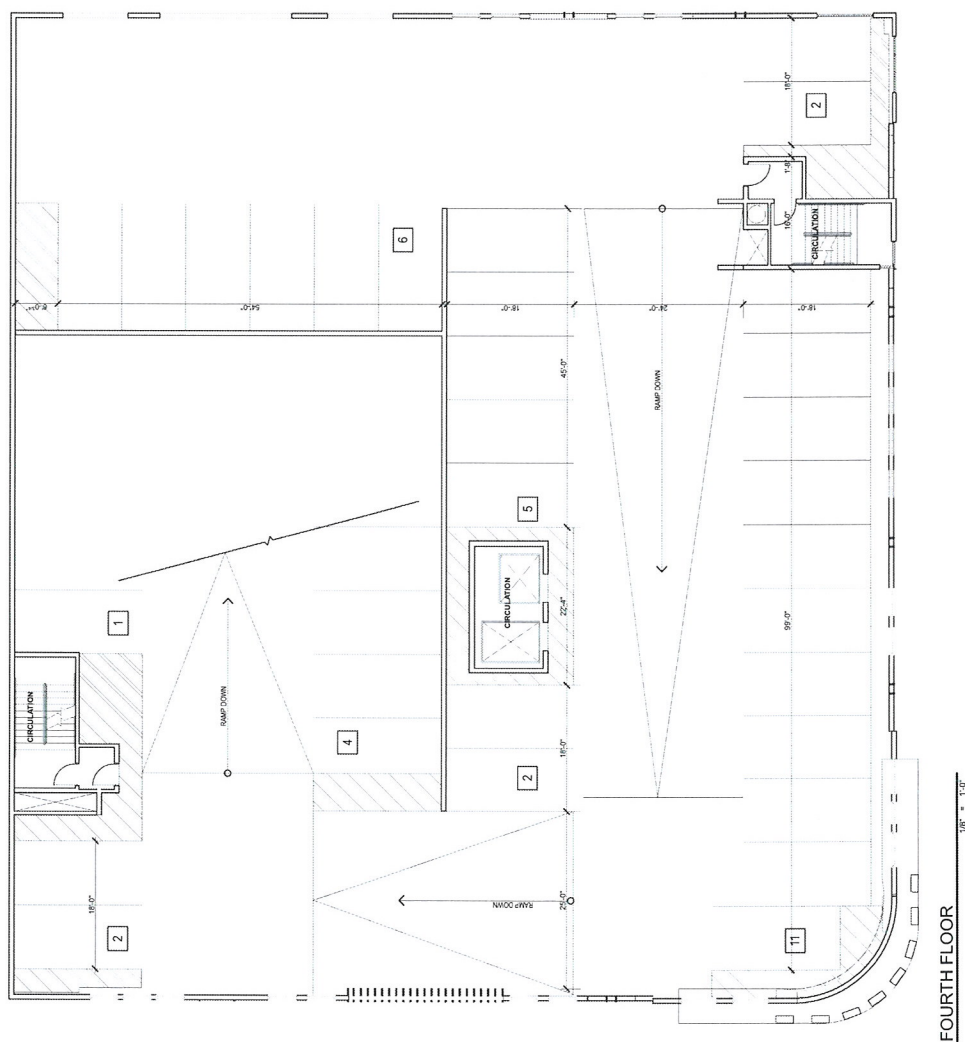
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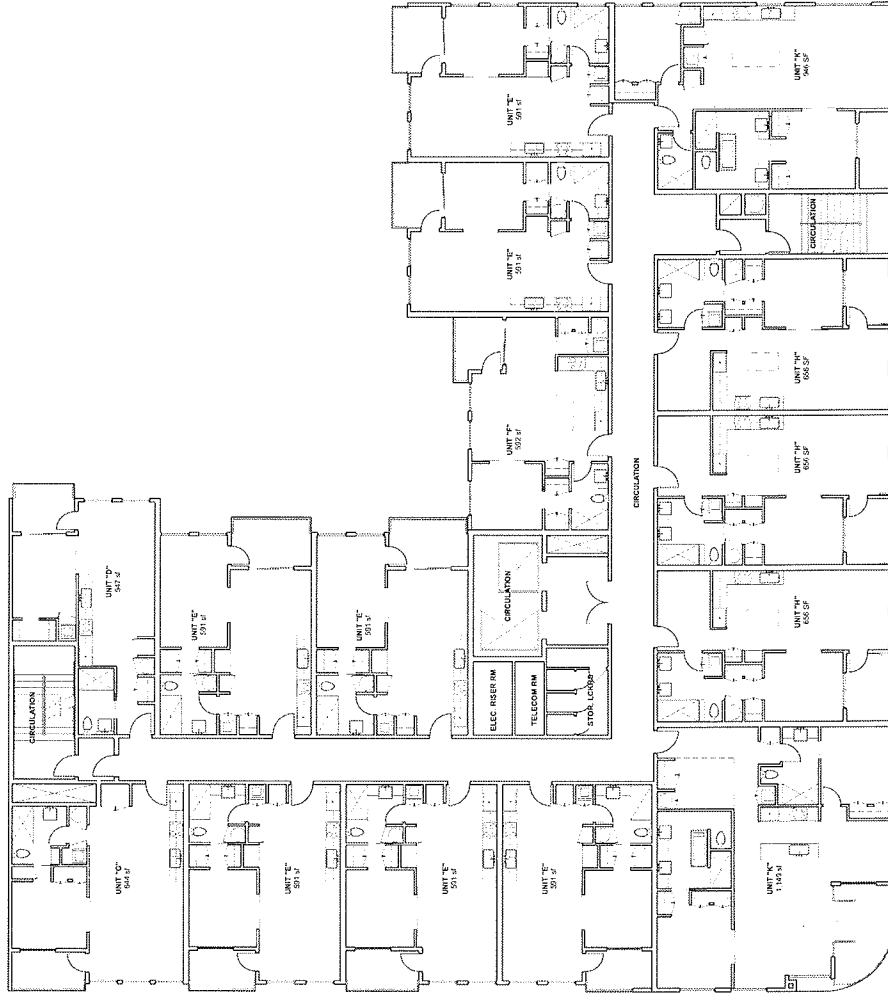
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 Las Vegas, Nevada 89104
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 F 702.881.1233

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$$\frac{1}{1000} = 0.001$$

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SIXTH & SEVENTH FLOOR
1/8" = 1'-0"

RECEIVED
FEB 22 2016

SIXTH & SEVENTH
FLOOR

A106

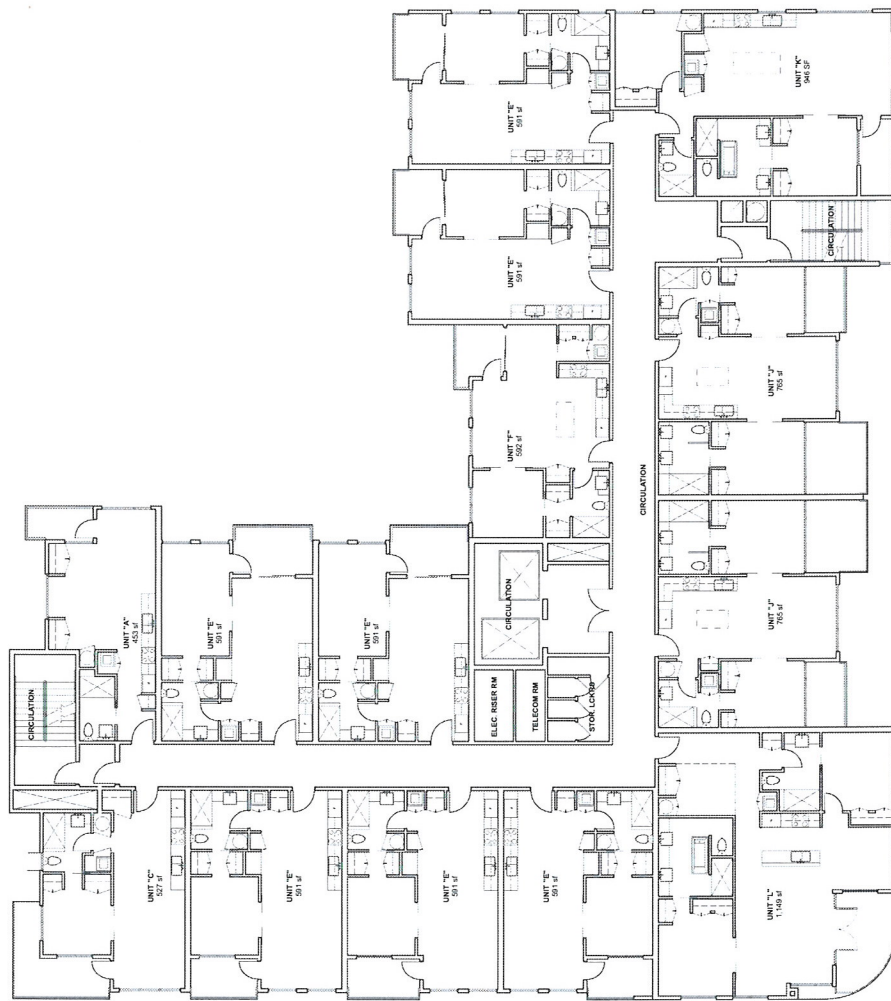
City of Las Vegas, NV, 89101

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Las Vegas, Nevada 89101

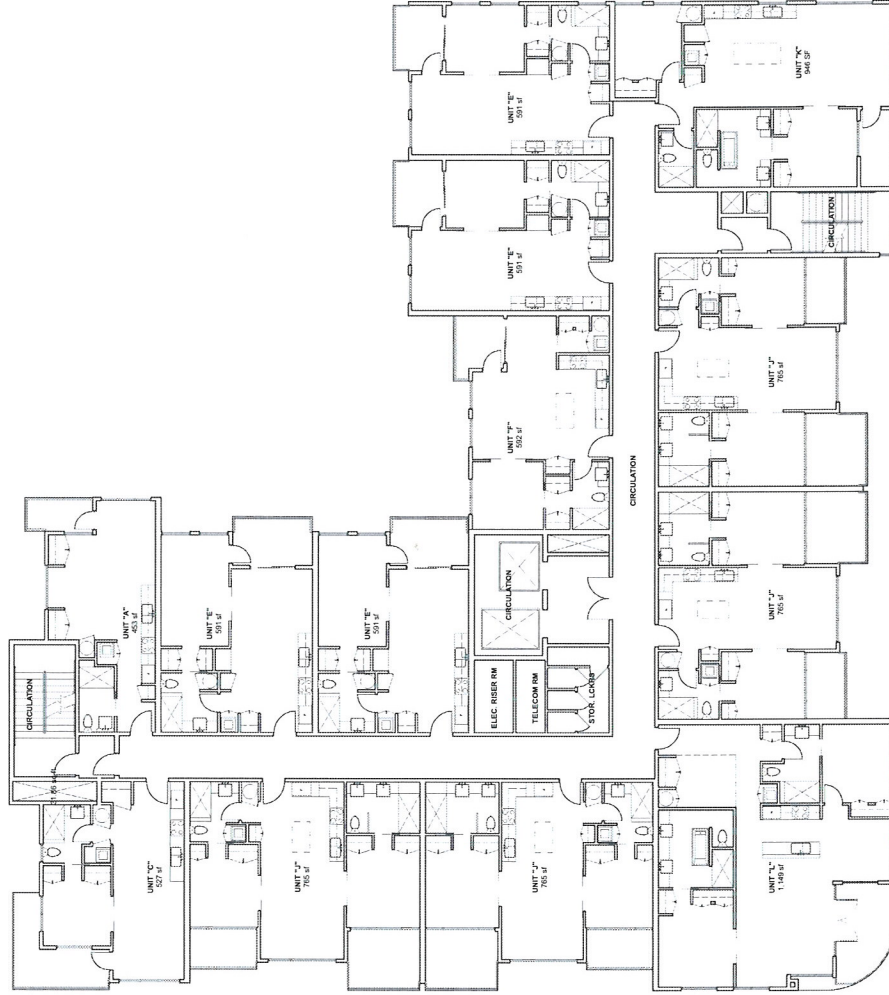
APTUS Architecture
1000 South 4th Street
Las Vegas, Nevada 89104
P 702.391.1212

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EIGHTH FLOOR



EOT-63467



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NINTH-12TH FLOORS

1/8" = 1'-0"

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Las Vegas, Nevada 89101

NINTH-12TH
FLOORS

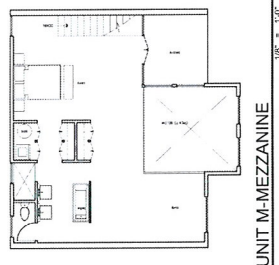
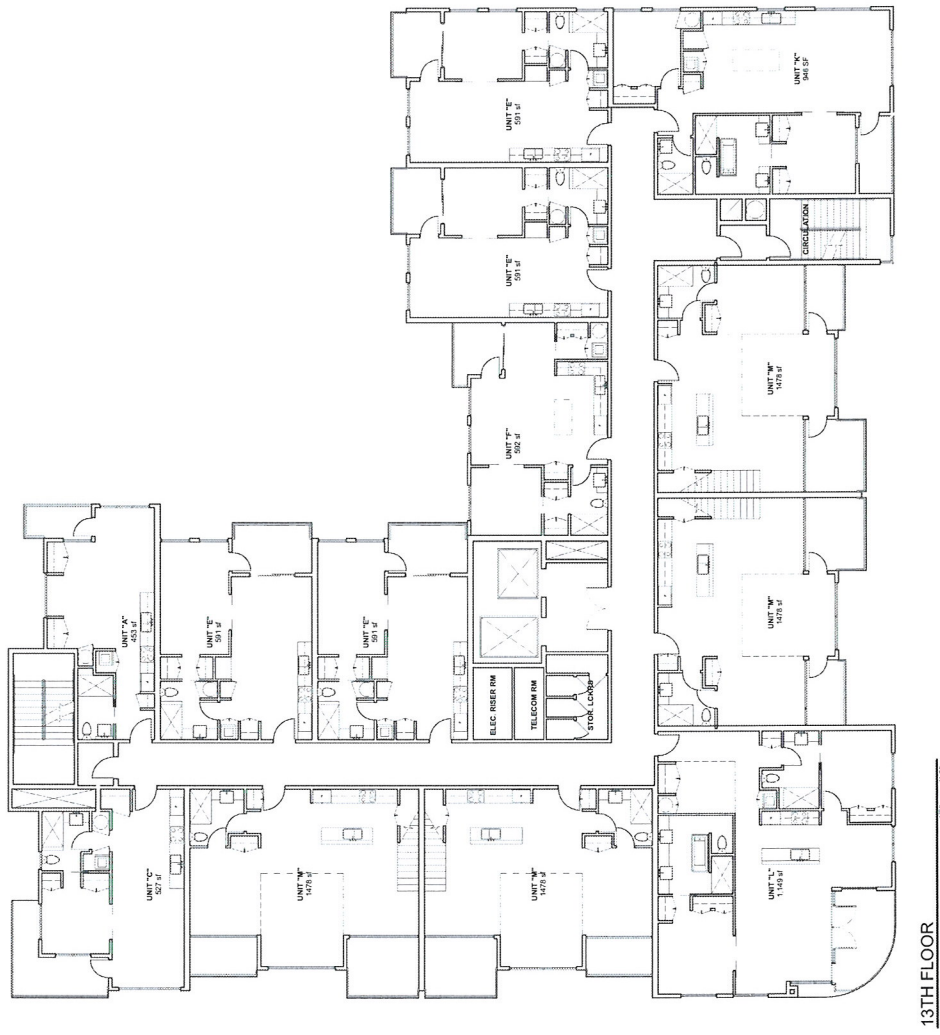
A108

City of Las Vegas SDR Submittal 10/09/07

07039 Solterra Lofts

EOT-63467

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1700 South 4th Street
Las Vegas, Nevada 89104
P 702.891.1113



UNIT M-MEZZANINE
1/8" = 1'-0"

13TH FLOOR
1/8" = 1'-0"

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13TH FLOOR &
MEZZANINE

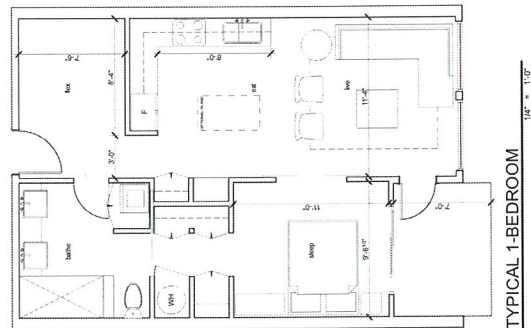
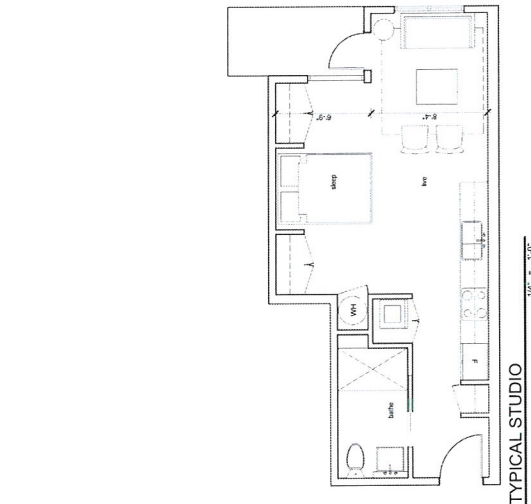
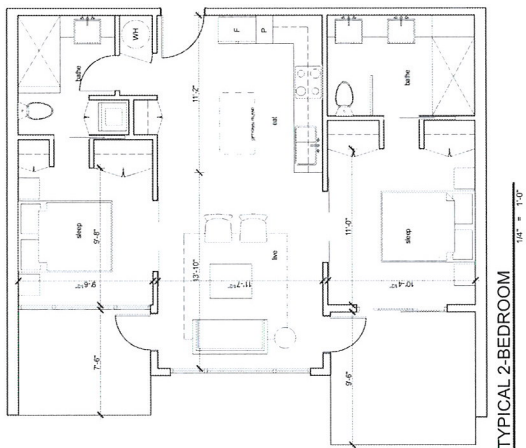
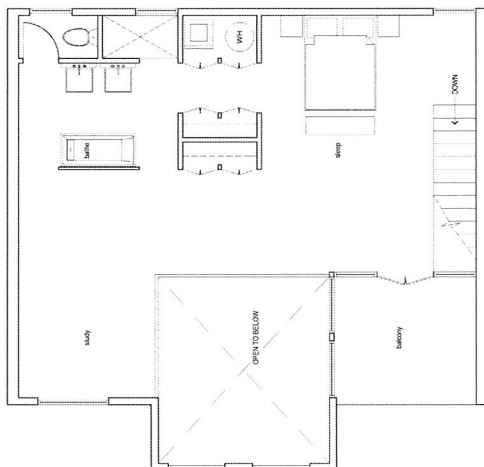
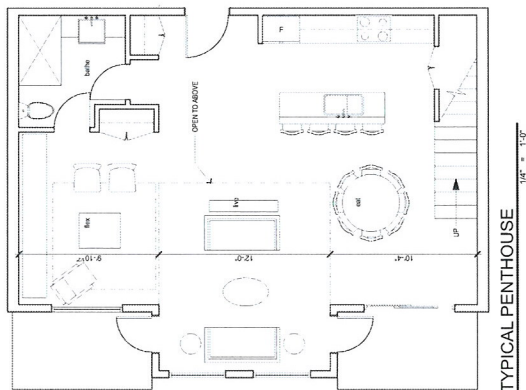
A109

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UNIT PLANS
A110

07079 Sotherra Ltds

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

E:\07.019 Hoover Lofts - Solterra\DWGS\07.019 Solterra Lofts.plt: 10/9/2007, 3:07 PM; Chris

EOT-63467



SOUTH ELEVATION

1/16" = 1'-0"



WEST ELEVATION

1/16" = 1'-0"

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BUILDING
ELEVATIONS

A200

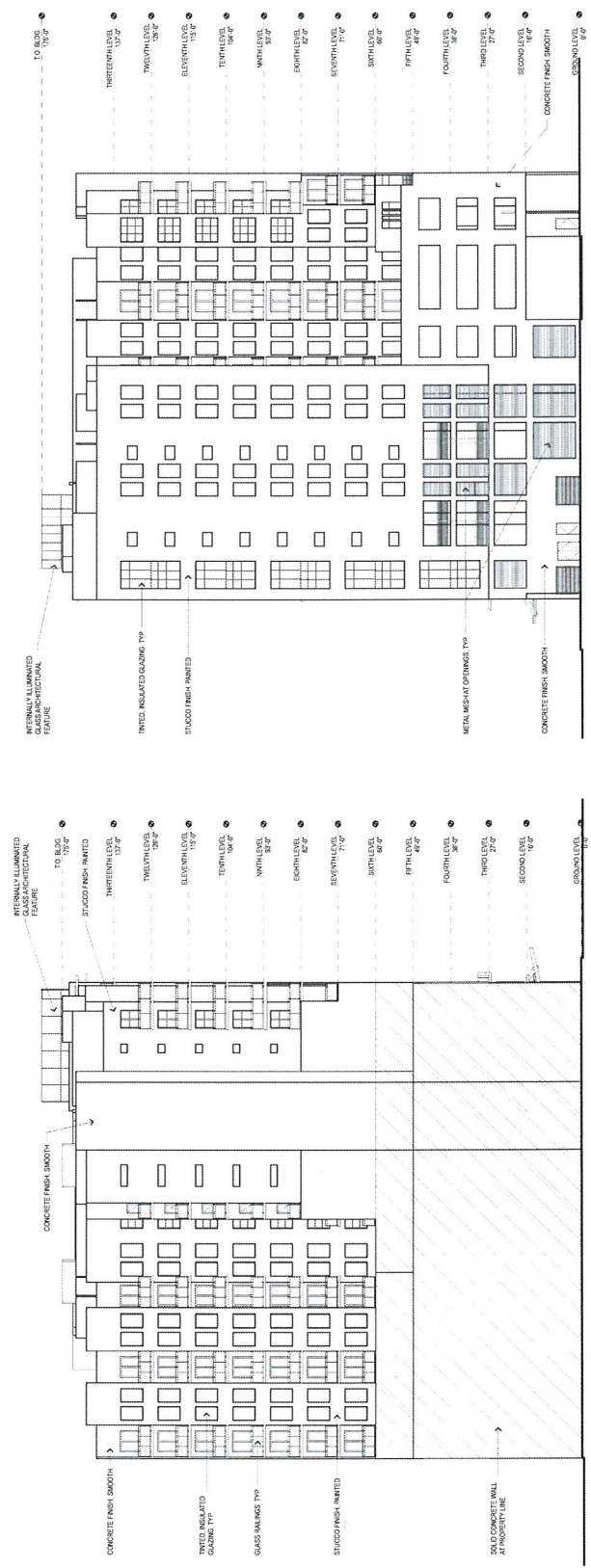
City of Las Vegas CDK Submittal 10/09/07

07339 Solterra Lofts

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Site Development Review
Hoover & 1st street
Las Vegas, Nevada 89101

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NORTH ELEVATION

EAST ELEVATION

BUILDING
ELEVATIONS

A201

City of Las Vegas, NV, Summer 10.09.07

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