

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 60 EAST, MDM., CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., SAID POINT BEING COINCIDENT WITH THE INTERSECTION OF TENAYA WAY (80.00 FEET IN WIDTH) AND CRAIG ROAD (WIDTH VARIES); THENCE SOUTH 89°47'29" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF SECTION 3, A DISTANCE OF 654.42 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°30'49" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CRAIG ROAD, AND THE NORTHEAST CORNER OF LOT ONE (1) AS SHOWN BY "AMENDED FINAL MAP OF CRAIG MARKETPLACE A COMMERCIAL SUBDIVISION" RECORDED AS BOOK 117 OF THE REGISTRY, SAID POINT BEING COINCIDENT WITH THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED TO THE STATE OF NEVADA, RECORDED AS BOOK 910114 AS INSTRUMENT 01165, OFFICIAL RECORDS AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 77°06'47" EAST ALONG SAID SOUTHERLY LINE OF THAT PARCEL OF LAND DEEDED TO THE STATE OF NEVADA, A DISTANCE OF 45.20 FEET; THENCE SOUTH 80°42'59" EAST, A DISTANCE OF 51.12 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL OF LAND DEEDED TO THE STATE OF NEVADA, SAID POINT COINCIDENT WITH THE WESTERLY RIGHT OF WAY LINE OF US HIGHWAY 50; THENCE SOUTH 16°25'01" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 586.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 89°47'29" WEST ALONG THE SOUTHERLY LINE OF SAID LOT ONE (1), A DISTANCE OF 350.23 FEET TO THE NORTHEAST CORNER OF SAID LOT ONE (1); THENCE NORTH 00°31'24" EAST ALONG THE EASTERLY LINE OF SAID LOT ONE (1), A DISTANCE OF 610.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.53 ACRES MORE OR LESS

S89°47'29"E BEING THE BEARING OF THE CENTERLINE OF CRAIG ROAD AS SHOWN BY MAP THEREOF ON FILE IN BOOK 117 OF PLATS, PAGE 95 OF OFFICIAL RECORDS, CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN SECTION 3, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

**DIAMONDBACK LAND SURVEYING LLC**  
4833 W. CRAIG ROAD #257  
LAS VEGAS, NV 8913  
PHONE: (702)598-3257  
FAX: (702)933-9030

SITE DATA:

|                |                                      |
|----------------|--------------------------------------|
| OWNER:         | BANK WELLS FARGO NATIONAL ASSN       |
| JURISDICTION:  | LAS VEGAS<br>138-03-701-003          |
| ZONING:        | LIMITED COMMERCIAL<br>DISTRICT (C-1) |
| GROSS ACREAGE: | 3.53 ACRES                           |

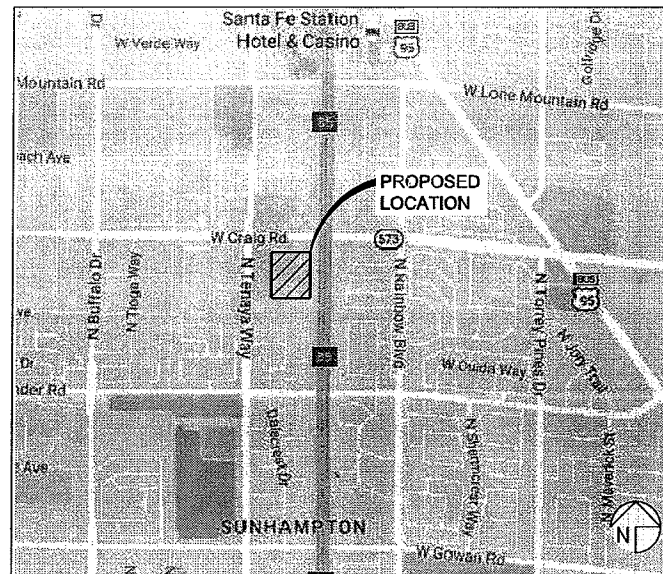
T1 COVER SHEET  
T2 TENTATIVE MAP SITE PLAN  
T3 CROSS SECTIONS

THE LOCATION OF ALL RIGHTS OF WAY, EASEMENTS, AND OTHER MATTERS OF RECORD ARE BASED ON DATA CONTAINED IN CHICAGO TITLE OF NEVADA ORDER NUMBER 12900176, WITH AN EFFECTIVE DATE OF JULY 19, 2014 AT 7:30 A.M. AND THE SECOND AMENDMENT DATED JUNE 27, 2014 AT 7:30 A.M.

1. THE PREPARER DID NOT PERFORM NOR HAS THE PREPARER ACCEPTED ANY RESPONSIBILITY TO PERFORM ADDITIONAL RECORDS RESEARCH.
2. IT IS THE PREPARER'S OPINION THAT THE ALTA/ACSM PRECISION AND ACCURACY STANDARDS ARE INTENDED TO BE APPLIED TO THE ADDITIONAL PORTIONS OF THE SURVEY. OTHER MEASUREMENTS SHOWN ARE TO A PRECISION AND ACCURACY STANDARD JUDGED APPROPRIATE BY THE PREPARER.
3. TOTAL AREA OF SUBJECT PROPERTIES IS 3,527.2 ACRES OR 153,679.584 SQUARE FEET.
4. THIS SURVEY DOES NOT IDENTIFY SPRINGS, WATERS OF THE STATE, WATERS OF THE UNITED STATES, OR OTHER SPECIAL ZONING.
5. PREPARER OFFERS NO OPINION AS TO THE PROPERTY'S PRESENT OR FUTURE COMPLIANCE WITH ZONING CODES OR OTHER ORDINANCES OR LAWS.
6. MEASURED DISTANCES SHOWN ARE BASED ON GROUND LEVEL DISTANCES.
7. THERE IS A BUILDING CURRENT UNDER CONSTRUCTION ON THIS SITE.
8. THERE ARE NO CHANGES TO SURROUNDING STREET RIGHT-OF-WAY LINES ON FILE WITH CLARK COUNTY AT THIS TIME.
9. THERE IS NO OBSERVABLE EVIDENCE OF SITE BEING USED FOR A SOLID WASTE DUMP, SUMP OR SALARY LANDFILL.
10. THERE ARE NO WETLAND BOUNDARIES WITHIN A MILE SURROUNDING THIS PROPERTY.
11. THERE ARE NO CEMETERIES OR BURIAL GROUNDS ON THIS PROPERTY.

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES: AE OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 2155, MAP NUMBER 320003 C2155F AND LOMR CASE 12-09-0091P WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 17, 2011 AND IS IN A SPECIAL FLOOD HAZARD AREA AND UNSHADED ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

AS SHOWN ON THE FEMA WEBSITE ([HTTP://MSC.FEMA.GOV](http://MSC.FEMA.GOV)) WE HAVE LEARNED THIS COMMUNITY DOES CURRENTLY PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE, AND A FLOOD ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.



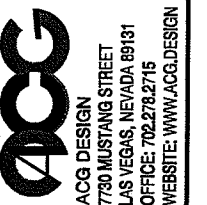
### VICINITY MAP

| REVISIONS |             | APPROVAL        |
|-----------|-------------|-----------------|
|           |             |                 |
|           |             |                 |
|           |             |                 |
|           |             |                 |
|           |             |                 |
|           |             |                 |
|           |             |                 |
| REV       | DESCRIPTION | APPROV. BY DATE |

**TENTATIVE MAP  
DOGGIE DISTRICT - W. CRAIG ROAD**

COVER SHEET

7083 WEST CRAIG ROAD  
LAS VEGAS, NEVADA 89129



| ENGINEER'S SEAL |              |
|-----------------|--------------|
|                 |              |
|                 |              |
|                 |              |
|                 |              |
|                 |              |
| DATE:           | 08/24/16     |
| PROJ. NO:       | 160163       |
| DRAWN BY:       | SD           |
| CHECKED BY:     | NJ           |
| SCALE:          | NONE         |
| JURISDICTION:   | CLARK COUNTY |

PRJ-66400  
10/20/16

DRAWING NUMBER:  
**T1**  
SHEET 1 OF 3  
AGENCY NUMBER:





# DEPARTMENT OF PLANNING

## APPLICATION / PETITION FORM

Application/Petition For: Final Map  
 Project Address (Location) 7083 W. Craig Road  
 Project Name Craig Market Place Proposed Use \_\_\_\_\_  
 Assessor's Parcel #(s) 138-03-701-003 Ward # \_\_\_\_\_  
 General Plan: existing \_\_\_\_\_ proposed \_\_\_\_\_ Zoning: existing \_\_\_\_\_ proposed \_\_\_\_\_  
 Commercial Square Footage \_\_\_\_\_ Floor Area Ratio \_\_\_\_\_  
 Gross Acres 3.53 Lots/Units 1 Density \_\_\_\_\_  
 Additional Information \_\_\_\_\_

PROPERTY OWNER Craig 95 Holdings, LLC Contact Austin Lewis  
 Address 7083 Craig Road Phone: 7023863647 Fax: 8887472540  
 City Las Vegas State NV Zip 89129  
 E-mail Address austin.lewis@doggiedistrict.com

APPLICANT Nelson Tressler Contact Nelson Tressler  
 Address \_\_\_\_\_ Phone: 7024051706 Fax: \_\_\_\_\_  
 City Las Vegas State NV Zip \_\_\_\_\_  
 E-mail Address NTressler@NGKF.com

REPRESENTATIVE ACG Design Contact Laurie Hrciar  
 Address 4310 Cameron, Suite 12 A Phone: 7029312992 Fax: N/A  
 City Las Vegas State NV Zip 89103  
 E-mail Address LHrciar@acg.design

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature\* Austin Lewis  
 \*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

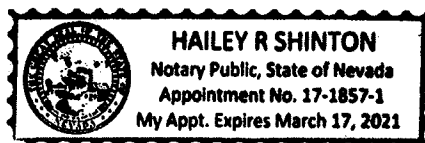
Print Name AUSTIN LEWIS

Subscribed and sworn before me

This 19<sup>th</sup> day of June, 20 17.  
Hailey Shinton

Notary Public in and for said County and State

Revised 03/28/16



### FOR DEPARTMENT USE ONLY

|                 |                  |
|-----------------|------------------|
| Case #          | <u>FMP-67844</u> |
| Meeting Date:   |                  |
| Total Fee:      |                  |
| Date Received:* |                  |
| Received By:    |                  |

\*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.

JUN 19 2017

City of Las Vegas  
Dept. of Planning







RECEIVED

FEB 21 2017

February 15, 2017

City of Las Vegas  
Department of Community Planning  
333 N Rancho Dr, 3rd Floor  
Las Vegas, NV 89106

Dept of Planning  
City of Las Vegas

**SUBJECT: CRAIG MARKET PLACE (1 LOTS/UNITS) TENTATIVE MAP**

To Whom It May Concern:

We were unable to complete an evaluation on the above map as submitted for the following reasons:

1. The names of the water and sewer purveyors must be provided.
2. Provide the seasonal high groundwater depth below grade or provide a statement that seasonal high groundwater is greater than 20 feet below the ground surface.
3. This Subdivision has been identified by the Southern Nevada Health District's ISDS (Individual Sewage Disposal Systems) department as having Septic Tank and/or Leach Field ABANDONMENT ISSUES. Please be advised that SNHD WILL NOT SIGN the Final Map Mylar until all ISDS Abandonment issues have been addressed according to SNHD regulations. See attached document entitled "ABANDONMENT OF SEPTIC TANK AND LEACH FIELD" or contact the SNHD Septics department at 759-0660 for further information.
4. A graphic scale needs to be added to the tentative map.

When this information is received, we will complete our evaluation and offer a recommendation.

**Since we were unable to complete our review, a \$239.00 tentative map resubmittal fee will be added to the subdivision plan review fee.**

**The following items must also be submitted for review and approval before the Final Map Mylar will be signed:**

1. A copy of the Final Map which must contain the P.L.S. stamp, signature and date (wet stamp not required).
2. Improvement plans which must contain the P.E. stamp, signature and date (wet stamp not required). Include "Finished Floor" elevations and "Sanitary Sewer Manhole" rim elevations on all UTILITY PLANS to expedite review of the required sewer "BACK WATER VALVES" on your improvement plans. **The applicable Plan Review Fee must accompany the Improvement Plan submittal.**
3. A letter from the appropriate sewer agency stating that service from the existing system of community sewerage will be extended to the subdivision and the community facility for treatment will not be caused to exceed its capacity and the discharge permit requirements by this added service or that the facility will be expanded to provide for the added service.
4. A letter from the appropriate water utility stating that it will supply water for domestic and fire protection purposes, that the system has the necessary facilities to treat water to meet the standards of the Water Supply Regulations Part I, and that the capacity is available to meet the demands upon the system.
5. Written verification from the Division of Environmental Protection of the State Department of Conservation and Natural Resources that the **Final Map** or plan has been approved with regard to water pollution and sewage disposal in accordance with the Nevada Water Pollution Control Law.

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- 6 When there is more than one onsite service connection, such as on a commercial lot, the water lines shall be installed in accordance with the UDACS. This includes water/sewer parallel separations and crossings.
7. Add a note on all Utility Plans displaying a "Fire" Water line that is worded **exactly** as follows:

**FIRE WATER AT DOMESTIC WATER CROSSINGS**

All Non-Potable Fire Water Lines crossing Potable Domestic Water Lines are to be installed with "a vertical separation of no less than six inches..." and in accordance with UDACS 2.23.01, 2.04.03, 2.22.02.B1, and 2.22.02.B2."

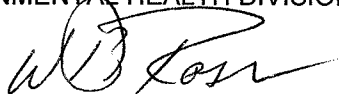
8. If there is a potential for a pretreatment device such as a Grease Interceptor, Sand-Oil Separator or similar to be installed, the building sewer inverts should be located at an elevation that allows for gravity flow of wastewater from the building drains through the pretreatment device and to the building sewer.
9. The following is part of the Improvement Plan review at the Southern Nevada Health District as previously e-mailed to the Engineering firms on 9/9/05. Please inform Engineering and Design staff.

For Subdivisions having an onsite Fire Protection Water Loop connected to the offsite or onsite potable water main by means of a Backflow Prevention Device or pump and separate from the onsite Domestic/Potable Water supply lines (i.e. Commercial Subdivisions):

- a. Submit any provisions to periodically circulate and/or flush potable water through the Fire Protection Water lines or else:
- b. The **Fire Protection Water is considered non-potable** and therefore:
  - i. The Fire Protection Water lines will adhere to the UDACS separation requirements of subsections 2.23.01, 2.22, and 2.04 as non-potable water lines (i.e. 6' minimum horizontal separation and 6" minimum vertical separation from potable water lines).
  - ii. Separation of the Fire Water lines from the storm and sanitary sewer lines (i.e. 5' - 6' minimum horizontal separation) should be maintained in order to protect the offsite potable water after the Backflow Prevention Device.

If you have any questions, please do not hesitate to contact this office at (702) 759-0661.

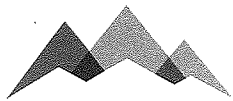
Sincerely,  
ENVIRONMENTAL HEALTH DIVISION



Walter B. Ross, PE. REHS  
Environmental Health Engineer/Supervisor

Dist: ACG Design  
Doa Meade, Las Vegas Valley Water District





NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

**STATE OF NEVADA**  
Department of Conservation & Natural Resources  
Brian Sandoval, Governor  
Leo M. Drozdoff, P.E., Director  
David Emme, Administrator

January 27, 2017

STEVE GEBEKE  
PLANNING AND DEVELOPMENT  
333 N. RANCHO DR FL. 3  
LAS VEGAS NV 89106

**Re: Tentative Map-Doggie District-Craig Market Place; APN 138-03-701-003  
1 lot in the City of Las Vegas**

Dear Mr. GEBEKE:

The Nevada Division of Environmental Protection has reviewed the above referenced subdivision and recommends approval of said subdivision with respect to water pollution and sewage disposal, provided that the City of Las Vegas commits to provide sewage service to said subdivision.

Please note that if the developer of this subdivision will disturb more than one acre, he/she is required to obtain coverage under NDEP's Construction Stormwater General Permit NVR100000. A Notice of Intent must be filed electronically and submitted with a \$200 fee prior to commencing any earth-disturbing activities at the site. Visit NDEP's Bureau of Water Pollution Control's website at: [http://ndep.nv.gov/bwpc/storm\\_cont03.htm](http://ndep.nv.gov/bwpc/storm_cont03.htm) for more information about this permit.

Sincerely,

Roger Cox  
Technical Services Branch  
Bureau of Water Pollution Control

cc:

WALTER B. ROSS Southern Nevada Health District, Southern Nevada Health District, P.O. Box 3902  
Las Vegas 89127  
TRACY GETER Water Resources, So. Nevada Branch, 400 Shadow Lane, Ste #201 Las Vegas 89106  
Engineer: ARCHITECTURAL CIVIL GROUP 7730 Mustang Street Las Vegas, NV 89131

Control No. 11099





**LAS VEGAS VALLEY  
WATER DISTRICT**

1001 South Valley View Boulevard  
Las Vegas, NV 89153  
(702) 870-2011 • lvwd.com

December 29, 2016

State of Nevada  
Division of Water Resources  
400 Shadow Lane, Suite 201  
Las Vegas, Nevada 89106

**SUBJECT: WATER AVAILABILITY – CURRENTLY SERVED**  
FMP-67844, CRAIG MARKET PLACE (PROJECT 123814)  
A.P.N. 138-03-701-003

The Las Vegas Valley Water District (District) has reviewed the above subject project. This one lot commercial site is currently being provided water service from the District. Therefore, the existing development will continue to be served by the District.

An additional water commitment may be required for any additional development at the subject site. An additional water commitment will be required if additional domestic meters are required. Any expansion or addition of building or structures requiring additional capacity on any parcel presently served by the District will need to be evaluated for additional commitment at the time of development.

Recordation of this subdivision map will establish a limited commitment from the Las Vegas Valley Water District as follows:

| <u>LOT/BLOCK</u> | <u>ACRE-FEET/YEAR</u> |
|------------------|-----------------------|
| Lot 1            | 1.0                   |

Please make sure the following notes are included on the final map:

Maintenance work on facilities located within utility easements granted by this map and owned and/or operated by the Utilities (both franchise and municipal) may include the placement of an asphalt or concrete patch as applicable. No effort will be made to replace or match any decorative surface, landscape feature, or any other improvements disturbed as a result of the maintenance activities of the Utilities or their authorized representatives.

In addition, easement(s) by separate document will be required for each District service point prior to civil plan approval.

Developer: Please be advised

Prior to LVVWD approving the installation of new water facilities, CC&Rs must be approved by LVVWD and recorded. Per Section 6 of the Service Rules, it is LVVWD's intent to separately meter all services for each dwelling unit, public, quasi-public, commercial and/or industrial occupancy; that

interconnections and expansion of on-site systems to serve adjacent parcels are not allowed, and parcels with proof of CC&Rs with a property management payment of communal services may be exempted from such a requirement and allowed to cross parcel lines with services. A copy of the preferred language LVVWD will expect to see included in the CC&Rs has been provided to the Developer with this letter.

Should you have any questions, please contact me at (702) 822-8348, and reference **FMP-67844**.

Sincerely,

A handwritten signature in black ink, appearing to read "Dianne Ocon". The signature is fluid and cursive, with the first name "Dianne" being more prominent than the last name "Ocon".

Dianne Ocon, E.I., Engineering Services Supervisor  
Engineering Services Division

DO/do

Attachment: CC&R/REA Language

cc: Southern Nevada Health District  
City of Las Vegas, Planning and Development  
Diamondback Land Surveying  
Wells Fargo Bank National Association





**LAS VEGAS VALLEY  
WATER DISTRICT**

1001 South Valley View Boulevard  
Las Vegas, NV 89153  
(702) 870-2011 • [lvwd.com](http://lvwd.com)

December 29, 2016

State of Nevada  
Division of Water Resources  
400 Shadow Lane, Suite 201  
Las Vegas, Nevada 89106

SUBJECT: **WATER AVAILABILITY – CURRENTLY SERVED**  
FMP-67844, CRAIG MARKET PLACE (PROJECT 123814)  
A.P.N. 138-03-701-003

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Dianne Ocon, E.I., Engineering Services Supervisor  
Engineering Services Division

DO/do

Attachment: CC&R/REA Language

cc: Southern Nevada Health District  
City of Las Vegas, Planning and Development  
Diamondback Land Surveying  
Wells Fargo Bank National Association

### CC&R/REA Language:

Pursuant to the Water Service Rules (as the same may be amended from time to time, the "Service Rules") of the Las Vegas Valley Water District ("District"), Declarant acknowledges that existing or contemplated water facilities, including, without limitation, pipelines, meters, valves, fire hydrants, and associated appurtenances for fire service, domestic service, and irrigation service, including, without limitation, gauges, foundations, backflow prevention assemblies, and vaults (collectively, the "Water Facilities") are necessary to allow for continuous water service to the fire systems of each of the buildings, suites, and Parcels located within the boundaries of the Development. As used in this Section, the term "Parcel" shall mean any legal parcel or defined division of land existing or to be created within the boundaries of the Development, whether created through the standard parcel mapping or subdivision process, or whether through a record of survey or air space parcel certification (if permitted as a commercial subdivision), and the term "Development" shall mean all real property (including, for the purpose of clarity, air space estates) subject to this Declaration.

Declarant hereby desires to establish reciprocal rights of access, use, maintenance, and operation of the Water Facilities for the benefit of each of the Parcels. In order to ensure that the Water Facilities are maintained for the individual benefit of each Parcel, and for the collective benefit of all Parcels, Declarant, for and on behalf of itself and its successors-in-interest with respect to the ownership of each Parcel, hereby covenants and agrees as follows:

1. Grant of Easements. Each Parcel hereby grants: (i) to each other Parcel, a perpetual and non-exclusive easement for the inspection, maintenance, operation, use, repair, and improvement of the Water Facilities, and for reasonable access rights thereto and (ii) to District, a perpetual and non-exclusive easement for the inspection, operation, and use of such Water Facilities, and for reasonable access rights thereto; for the purpose of clarity, District shall have no right or obligation to repair, improve, or maintain the Water Facilities. The easement granted in this paragraph shall not be deemed to amend or replace any prior or future specific easements granted by or over a Parcel to District.
2. No Interference. No owner of a Parcel shall prohibit, disrupt, or otherwise interfere with the inspection, use, operation, maintenance, or repair of the Water Facilities, including, without limitation, by denying or unreasonably restricting access to the Water Facilities, or by curtailing, obstructing, or otherwise adversely impacting the flow of water through the Water Facilities.
3. No Alteration Without Consent. No removal, reconfiguration, or modification to the Water Facilities shall be made without having first obtained the District's prior written consent, which consent may be withheld in District's reasonable discretion.
4. Payment of Fees; Lien Rights. The Association shall be deemed the District's customer for the entirety of the Development, and the Association shall have the initial responsibility to pay all utility charges and fees related to the Water Facilities and for water service. Each owner of a Parcel acknowledges that in the event that the Association fails to timely pay all fees and charges related to the Water Facilities and water service, that District shall have, among other rights, the right to lien any or all Parcels, or shut off water service to any or all Parcels, and that in the event that District exercises such lien rights, each Parcel shall be responsible, on a joint and several basis with each other Parcel, for all charges and fees related to the Water Facilities and water service. For the purposes of this paragraph, the term "Association" shall mean the property owners' association established for the Development, if any shall exist, and if no such property owners' association has been established, then the term Association shall mean, on a joint and several basis, all owners of all Parcels within the Development.

5. Remedies; Specific Performance; Attorneys' Fees. In the event of a breach of this Section by an owner of a Parcel, any other Parcel, or District, shall have the right to seek, among other remedies available at law or in equity, specific performance in order to compel compliance with this Section. Declarant, for and on behalf of itself and its successors-in-interest with respect to the ownership of each Parcel, acknowledges and agrees that the easements granted in this Section are a real property right, and that monetary damages alone may not be sufficient to cure a breach of this Section. Accordingly, each Parcel hereby consents to the use of specific performance as a nonexclusive remedy for a breach of this Section, and each Parcel hereby agrees that this provision may be pled as full and sufficient grounds for specific performance in any action seeking to enforce this Section. The prevailing party in any action seeking to enforce this Section shall be entitled to recover its costs. As used in the prior sentence, costs shall mean all pre-award expenses of litigation, mediation, and/or arbitration, including, but not limited to, the arbitrator's and/or mediator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees (including allocated costs and fees of in-house counsel).

Declarant intends that the restrictions set forth in this Section shall be deemed real covenants and equitable servitudes running with the land and benefitting and burdening each respective Parcel in perpetuity. The rights and obligations granted in this Section may be enforced by any owner of a Parcel as against any other owner of a Parcel, and such rights and obligations may also be enforced by District as an express third-party beneficiary of this Section. Declarant acknowledges, on behalf of itself and all future owners of any Parcel, that the Development is subject to the Service Rules, which are hereby incorporated into this Declaration by reference. Notwithstanding anything to the contrary contained in this Declaration, the terms and conditions of this Section may not be terminated or amended without the prior written consent of District, which may be withheld in District's reasonable discretion, and any amendments to this Section (including a termination of this Section) without the District's prior written request shall be deemed to have no force or effect and *void ab initio*.

## Daniel Donley

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**From:** Steve Gebeke  
**Sent:** Monday, December 05, 2016 12:57 PM  
**To:** Daniel Donley  
**Subject:** FW: Doggie District  
**Attachments:** Purchase Agreement Craig Plaza Executed.pdf

For the Craig/US 95 shopping center site... We will accept a FM submittal using the purchase agreement for ownership signature. However, no final approval of mylar until we have a recorded deed. Let me know if you have questions. TMP for the site is on the 12/13 PC agenda.



**Steve Gebeke, AICP** | Planning Supervisor  
Department of Planning  
Development Services Center  
333 N. Rancho Drive, 3<sup>rd</sup> Floor  
702-229-5410 Office | 702-385-7268 Fax

[lasvegasnevada.gov](http://lasvegasnevada.gov)



---

**From:** Alan Riecki  
**Sent:** Monday, December 05, 2016 12:06 PM  
**To:** Steve Gebeke; Bart Anderson  
**Cc:** James VonTobel; Randy Mrowicki  
**Subject:** RE: Doggie District

That works for me.

---

**From:** Steve Gebeke  
**Sent:** Monday, December 05, 2016 12:05 PM  
**To:** Alan Riecki; Bart Anderson  
**Subject:** FW: Doggie District

Alan/Bart-

As you are probably aware, Nathan Jones with Architectural Civil Group is trying to get a final map submitted for the shopping center site at the SWC of Craig and US 95. Ownership of the property is still with Wells Fargo Bank; however, they have provided a purchase agreement signed by both parties. At this time, I think we can accept the map with the copy of the agreement supporting the future ownership, to allow map reviews to take place. I have advised him that we would not be able to give final approval or release the map for recordation until they are able to provide the actual deed for the sale of the property, or they can provide actual ownership signature by an officer of Wells Fargo Bank. Any issues with moving forward?



**Steve Gebeke, AICP** | Planning Supervisor  
Department of Planning  
Development Services Center  
333 N. Rancho Drive, 3<sup>rd</sup> Floor  
702-229-5410 Office | 702-385-7268 Fax

lasvegasnevada.gov



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**From:** Nathan Jones [<mailto:njones@acg.design>]  
**Sent:** Friday, December 02, 2016 1:49 PM  
**To:** Steve Gebeke  
**Cc:** Courtney Chatterley; Hailey Shinton  
**Subject:** Doggie District

Steve,

Please find the Purchase Agreement attached for the Doggie District parcel per our conversation. Will this work and enable us to file our map now with Nelson's signature as discussed?

Sincerely,

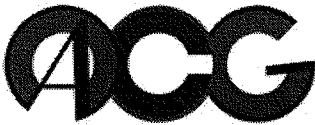
**Nathan Jones**

President

Architectural Civil Group, LLC

Tel: 702.278.2715

<http://www.acg.design>



ARCHITECTURAL CIVIL GROUP  
[www.ACG.design](http://www.ACG.design)

**\*\* CONDITIONS \*\***

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**TMP-66454 CONDITIONS**

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**Planning**

1. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.
2. Street names must be provided in accordance with the City's Street Naming Regulations.
3. 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.
4. The Final Map shall contain a note granting perpetual common access and parking across the entire subdivision.
5. All development is subject to the conditions of City Departments and State Subdivision Statutes.

**Public Works**

6. The onsite sewer shall be private and per Title 19.16.060.W. 2, sewer service for this commercial subdivision shall be shown in accordance with one of the following three alternatives, and the appropriate note shall appear on the face of the recorded Final Map:
  - I. Onsite sewers are a common element privately owned and maintained per the Conditions, Covenants, and Restrictions (CC&Rs) of this commercial subdivision.
  - II. Onsite sewers are a common element privately owned and maintained per the Joint Use Agreement of this commercial subdivision.
7. Per Title 19.16.060.W.1, provide a note on the Final Map that states "All parcels created through this map shall have perpetual unobstructed access to all driveways servicing the overall subdivision unless incompatible uses can be demonstrated to the satisfaction of the City Engineer."

*City of Las Vegas*

**AGENDA MEMO - PLANNING**

**PLANNING COMMISSION MEETING DATE: DECEMBER 13, 2016**

**DEPARTMENT: PLANNING**

**ITEM DESCRIPTION: APPLICANT: NELSON TRESSLER - OWNER: BANK WELLS  
FARGO NATIONAL ASSOCIATION**

**\*\* STAFF RECOMMENDATION(S) \*\***

| <b>CASE<br/>NUMBER</b> | <b>RECOMMENDATION</b>                             | <b>REQUIRED FOR<br/>APPROVAL</b> |
|------------------------|---------------------------------------------------|----------------------------------|
| <b>TMP-66454</b>       | Staff recommends APPROVAL, subject to conditions: |                                  |

**\*\* NOTIFICATION \*\***

**NEIGHBORHOOD ASSOCIATIONS NOTIFIED**

**23**

**NOTICES MAILED**

**N/A**

**APPROVALS**

**0**

**PROTESTS**

**0**



**Conditions Page Two**  
**December 13, 2016 - Planning Commission Meeting**

8. Per Title 19.16.060.W.3, provide a note on the Final Map that states "All subdivided lots within this Final Map shall provide perpetual inter-lot drainage rights across all existing and future parcel limits." This condition shall not be enforced if the Owner demonstrates to the satisfaction of the Flood Control Section of Public Works that each lot can drain independently to abutting public roadways.
9. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the "Sewer Rehab Group F" project, and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.
10. Upon further development on this site, an update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to submittal of any construction drawings or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage study update.
11. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No additional deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations.

**Staff Report Page One  
December 13, 2016 - Planning Commission Meeting**

**\*\* STAFF REPORT \*\***

**PROJECT DESCRIPTION**

The request is for the approval of a Tentative Map for a one-lot commercial subdivision on a 3.53 acre site at the southwest corner Craig Road and US 95.

**ISSUES**

- All grading and drainage improvements have been completed.
- The site is partially built out with a pawn shop, restaurant, retail building, and an undeveloped building pad. All associated parking areas and drive isles have been constructed.

**ANALYSIS**

There is an existing pawn shop, restaurant and retail building. The retail building is located on an uncompleted pad site. There is an existing parking lot with associated drive isles and landscaping. All existing structures on the site meet the Title 19 requirements for the C-1 (Limited Commercial) zoning district. Access to the site is provided from a shared driveway from Craig Road. All grading and drainage improvements have been completed. The north/south and east/west cross sections show a developed and graded site, and no changes are proposed.

The map meets and complies with the Title 19 and NRS 278 requirements for a Tentative Map; therefore, staff recommends approval with conditions. If denied, the existing parcel would remain.

**FINDINGS (TMP-64433)**

All Title 19 zoning and NRS 278 technical requirements regarding tentative maps have been satisfied; therefore, staff recommends approval with conditions.

Staff Report Page Two  
December 13, 2016 - Planning Commission Meeting

### BACKGROUND INFORMATION

| <i>Related Relevant City Actions by P&amp;D, Fire, Bldg., etc</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01/12/98                                                          | The City Council accepted the Withdrawal Without Prejudice a request for Rezoning (Z-0115-97) on property located on the southeast corner of Craig Road and Tenaya Way from U (Undeveloped) [SC (Service Commercial) General Plan designation] to PD (Planned Development) for a proposed Shopping Center. The Planning Commission and staff recommended approval.                                                                                                                                                            |
| 12/26/00                                                          | The Planning Commission approved a request for a Final Map (FM-0073-00) for two lots on 16.31 acres on the southeast corner of the intersection of Craig Road and Tenaya Way.                                                                                                                                                                                                                                                                                                                                                 |
| 11/20/03                                                          | The Planning Commission accepted the applicant's request to Withdraw Without Prejudice a request for Rezoning (Z-0074-01) from U (Undeveloped) [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 3.53 acres at 7075 West Craig Road.                                                                                                                                                                                                                                                          |
| 01/21/04                                                          | The City Council approved a request for a Rezoning (ZON-3197) from U (Undeveloped) [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 3.53 acres adjacent to the southwest corner Craig Road and US-95. The Planning Commission and staff recommended approval of the request.                                                                                                                                                                                                                 |
| 11/17/04                                                          | The City Council approved a request for a Special Use Permit (SUP-4694) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 7075 West Craig Road. The Planning Commission recommended approval of the request.                                                                                                                                                                                                                                                                                             |
| 03/22/07                                                          | The Planning Commission accepted the applicant's request to Withdraw Without Prejudice a request for a Variance (VAR-19646) to allow 150 Parking Spaces where 152 required on 3.53 acres on the south side of Craig Road, west of US-95.                                                                                                                                                                                                                                                                                      |
| 08/01/07                                                          | The City Council approved a request for a Rezoning (ZON-19647) from U (Undeveloped) [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 3.53 acres on the south side of Craig Road, west of US-95. The Planning Commission recommended approval of the request.                                                                                                                                                                                                                                 |
|                                                                   | The City Council approved a request for a Site Development Plan Review (SDR-19643) for a 37,925 square-foot Commercial Center and Waivers of perimeter landscape buffer standard to allow no landscaping along the south and east property lines where an 8-foot wide buffer is required, and a 2-foot wide buffer along a portion of the north property line where an 8-foot wide buffer is required on 3.53 acres on the south side of Craig Road, west of US-95. The Planning Commission recommended approval on 04/12/07. |

Staff Report Page Three  
December 13, 2016 - Planning Commission Meeting

| <i>Related Relevant City Actions by P&amp;D, Fire, Bldg., etc</i> |                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 02/28/08                                                          | The Planning Commission approved a request for a Major Amendment to an approved Site Development Plan Review (SDR-25484) for a proposed 41,097 square-foot Shopping Center on 3.53 acres adjacent to the south side of Craig Road, west of US-95.                                                                                                                                                                           |
| 10/01/08                                                          | The City Council approved a request for a Special Use Permit (SUP-29027) for a proposed Pawn Shop with a Waiver to allow a zero-foot distance separation to another Financial Institution, Specified where 1,000 feet is required at the southwest corner of US-95 and Craig Road. The Planning Commission recommended approval of the request.                                                                             |
| 10/20/08                                                          | A Code Enforcement case (#70784) was processed for a carnival setup at 7075 West Craig Road without permits. The case was closed on 10/22/08.                                                                                                                                                                                                                                                                               |
| 01/07/09                                                          | The City Council approved Required Review (RQR-30484) of an approved Special Use Permit (SUP-4694) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 7075 West Craig Road. The Planning Commission recommended approval of the request.                                                                                                                                                                |
| 06/17/09                                                          | The Planning Department administratively approved a request for a Minor Amendment (SDR-34582) of an approved Site Development Plan Review (SDR-25484) for a Restaurant with drive-through and a reduction in square footage of an approved shopping center with a waiver to allow a zero-foot perimeter landscape buffer where two feet was approved on 3.53 acres adjacent to the south side of Craig Road, west of US-95. |
| 09/02/09                                                          | The City Council approved a request for an Extension of Time (EOT-35333) of a previously approved Rezoning (ZON-19647) from U (Undeveloped) [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 3.53 acres on the south side of Craig Road, west of US-95. Staff recommended approval.                                                                                                        |
| 03/22/07                                                          | The Planning Commission accepted the applicant's request to Withdraw Without Prejudice a request for a Variance (VAR-19646) to allow 150 Parking Spaces where 152 required on 3.53 acres on the south side of Craig Road, west of US-95.                                                                                                                                                                                    |
| 08/01/07                                                          | The City Council approved a request for a Rezoning (ZON-19647) from U (Undeveloped) [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 3.53 acres on the south side of Craig Road, west of US-95. The Planning Commission recommended approval of the request.                                                                                                                               |

## Staff Report Page Four

## December 13, 2016 - Planning Commission Meeting

| <i>Related Relevant City Actions by P&amp;D, Fire, Bldg., etc</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                   | The City Council approved a request for a Site Development Plan Review (SDR-19643) for a 37,925 square-foot Commercial Center and Waivers of perimeter landscape buffer standard to allow no landscaping along the south and east property lines where an 8-foot wide buffer is required, and a 2-foot wide buffer along a portion of the north property line where an 8-foot wide buffer is required on 3.53 acres on the south side of Craig Road, west of US-95. The Planning Commission recommended approval on 04/12/07. |
| 02/28/08                                                          | The Planning Commission approved a request for a Major Amendment to an approved Site Development Plan Review (SDR-25484) for a proposed 41,097 square-foot Shopping Center on 3.53 acres adjacent to the south side of Craig Road, west of US-95.                                                                                                                                                                                                                                                                             |
| 10/01/08                                                          | The City Council approved a request for a Special Use Permit (SUP-29027) for a proposed Pawn Shop with a Waiver to allow a zero-foot distance separation to another Financial Institution, Specified where 1,000 feet is required at the southwest corner of US-95 and Craig Road. The Planning Commission recommended approval of the request.                                                                                                                                                                               |
| 10/20/08                                                          | A Code Enforcement case (#70784) was processed for a carnival setup at 7075 West Craig Road without permits. The case was closed on 10/22/08.                                                                                                                                                                                                                                                                                                                                                                                 |
| 01/07/09                                                          | The City Council approved Required Review (RQR-30484) of an approved Special Use Permit (SUP-4694) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 7075 West Craig Road. The Planning Commission recommended approval of the request.                                                                                                                                                                                                                                                                  |
| 06/17/09                                                          | The Planning Department administratively approved a request for a Minor Amendment (SDR-34582) of an approved Site Development Plan Review (SDR-25484) for a Restaurant with drive-through and a reduction in square footage of an approved shopping center with a waiver to allow a zero-foot perimeter landscape buffer where two feet was approved on 3.53 acres adjacent to the south side of Craig Road, west of US-95.                                                                                                   |
| 09/02/09                                                          | The City Council approved a request for an Extension of Time (EOT-35333) of a previously approved Rezoning (ZON-19647) from U (Undeveloped) [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) on 3.53 acres on the south side of Craig Road, west of US-95. Staff recommended approval.                                                                                                                                                                                                          |
| 07/07/10                                                          | The City Council accepted the Withdrawal Without Prejudice a request for a Variance (VAR-37837) to increase the height of an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign to 47 feet at 7075 West Craig Road. The Planning Commission and staff recommended denial.                                                                                                                                                                                                                                             |

Staff Report Page Five  
December 13, 2016 - Planning Commission Meeting

| <b>Related Relevant City Actions by P&amp;D, Fire, Bldg., etc</b> |                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12/07/11                                                          | The City Council approved a Review of Condition (ROC-43312) of an approved Site Development Plan Review (SDR-25484) to delete condition #14, which required construction of a raised median at the shared access driveway to the subject site from Craig Road at 7083 West Craig Road. |
| 02/11/15                                                          | Department of Planning staff administratively approved a Site Development Plan Review (SDR-57770) for elevation changes to an existing shopping center.                                                                                                                                |

| <b>Most Recent Change of Ownership</b> |                                                |
|----------------------------------------|------------------------------------------------|
| 03/31/15                               | A deed was recorded for a change in ownership. |

| <b>Pre-Application Meeting</b> |                                                             |
|--------------------------------|-------------------------------------------------------------|
| 08/23/16                       | General Tentative Map submittal requirement were discussed. |

| <b>Field Check</b> |                                                                 |
|--------------------|-----------------------------------------------------------------|
| 10/31/16           | A field check identified a partially developed shopping center. |

| <b>Details of Application Request</b> |      |
|---------------------------------------|------|
| <b>Site Area</b>                      |      |
| Net Acres                             | 3.53 |

| <b>Surrounding Property</b> | <b>Existing Land Use Per Title 19.12</b> | <b>Planned or Special Land Use Designation</b> | <b>Existing Zoning District</b> |
|-----------------------------|------------------------------------------|------------------------------------------------|---------------------------------|
| Subject Property            | Shopping Center                          | SC (Service Commercial)                        | C-1 (Limited Commercial)        |
| North                       | Shopping Center                          | SC (Service Commercial)                        | C-1 (Limited Commercial)        |
| South                       | Indoor Recreation, Commercial            | SC (Service Commercial)                        | C-1 (Limited Commercial)        |
| East                        | US 95                                    | N/A                                            | N/A                             |
| West                        | Shopping Center                          | SC (Service Commercial)                        | C-1 (Limited Commercial)        |

**Staff Report Page Six**  
**December 13, 2016 - Planning Commission Meeting**

| <b>Master Plan Areas</b>                                                   | <b>Compliance</b> |
|----------------------------------------------------------------------------|-------------------|
| No Applicable Master Plan Area                                             | N/A               |
| <b>Special Purpose and Overlay Districts</b>                               | <b>Compliance</b> |
| Airport Overlay                                                            | Y                 |
| <b>Other Plans or Special Requirements</b>                                 | <b>Compliance</b> |
| Trails                                                                     | N/A               |
| Las Vegas Redevelopment Plan Area                                          | N/A               |
| Project of Significant Impact (Development Impact Notification Assessment) | N/A               |
| Project of Regional Significance                                           | N/A               |

**DEVELOPMENT STANDARDS**

*Pursuant to 19.08, the following standards apply:*

| <b>Standard</b> | <b>Required/Allowed</b> | <b>Provided</b> | <b>Compliance</b> |
|-----------------|-------------------------|-----------------|-------------------|
| Min. Lot Width  | 100 Feet                | 150 Feet        | Y                 |
| Min. Setbacks   |                         |                 |                   |
| • Front         | 10 Feet                 | 80 Feet         | Y                 |
| • Side          | 10 Feet                 | 10 Feet         | Y                 |
| • Corner        | 10 Feet                 | 10 Feet         | Y                 |
| • Rear          | 20 Feet                 | 20 Feet         | Y                 |

| <b>Street Name</b> | <b>Functional Classification of Street(s)</b> | <b>Governing Document</b>        | <b>Actual Street Width (Feet)</b> | <b>Compliance with Street Section</b> |
|--------------------|-----------------------------------------------|----------------------------------|-----------------------------------|---------------------------------------|
| Craig Road         | Primary Arterial                              | Planned Streets and Highways Map | 100'                              | Y                                     |





**C I T Y   O F   L A S   V E G A S**  
**INTER-OFFICE MEMORANDUM**  
**REQUEST FOR COMMENT**

**FROM:**     **DEPARTMENT OF PLANNING**

**FMP-67844**

**HAND DELIVERED**

|                                 |                |                             |
|---------------------------------|----------------|-----------------------------|
| *DEVELOPMENT COORDINATION (DPW) | ROGER BAILEY   | DSC - 7 <sup>th</sup> Floor |
| FIRE ENGINEERING                | DAVID KLEIN    | DSC - 5 <sup>th</sup> Floor |
| *FLOOD CONTROL (DPW)            | OH-SANG KWON   | DSC - 8 <sup>th</sup> Floor |
| *LAND DEVELOPMENT (DPW)         | DAVID GUERRA   | DSC - 2 <sup>nd</sup> Floor |
| *RIGHT-OF-WAY (DPW)             | RAE HELLER     | DSC - 8 <sup>th</sup> Floor |
| *SANITARY SEWERS (DPW)          | JOE PEÑA       | DSC - 7 <sup>th</sup> Floor |
| *SID (DPW)                      | PATRICK MURPHY | DSC - 9 <sup>th</sup> Floor |
| *SURVEY (DPW)                   | ALAN RIEKKI    | DSC - 8 <sup>th</sup> Floor |
| *TRAFFIC ENGINEERING            | RICK SCHROEDER | DSC - 8 <sup>th</sup> Floor |

**SENT VIA COURIER OR INTER-OFFICE MAIL**

|                     |                  |                   |
|---------------------|------------------|-------------------|
| *TEFO (DPW)         | REBECCA WHITLOCK | WSC- 3001 RONEMUS |
| FIRE COMMUNICATIONS | ERV KRAL         | 500 CASINO CENTER |

**SENT VIA COURIER "U.S." MAIL**

SOUTHERN NEVADA HEALTH DISTRICT  
LAS VEGAS VALLEY WATER DISTRICT  
UNITED STATES POSTAL SERVICE

**\* ONLY THOSE INDICATED WITH A STAR ARE TO BE ROUTED TO ROGER BAILEY, SR. ENG. ASSOC. ALL OTHER DIVISIONS PLEASE ROUTE YOUR COMMENTS DIRECTLY TO THE PLANNING AND DEVELOPMENT DEPARTMENT**



**CITY OF LAS VEGAS**

**DEVELOPMENT REVIEW COMMENT FORM**



**Department of Planning**  
**Case Planning Division**  
**333 North Rancho Drive, 3<sup>rd</sup> Floor**  
**Las Vegas, Nevada 89106**  
**(702) 229-6301 Phone (702) 385-7268 Fax**

**12/07/16**

**FMP-67844 - FINAL MAP - CRAIG MARKETPLACE - APPLICANT: NELSON TRESSLER - OWNER: BANK WELLS FARGO NATIONAL ASSOCIATION** - For possible action on a request for a Final Map Technical Review FOR A PROPOSED ONE-LOT COMMERCIAL SUBDIVISION on 3.53 acres at the southwest corner of Craig Road and US 95 (APN 138-03-701-003) C-1 (Limited Commercial) Zone, Ward 4 (Anthony).

PLANNING SUPERVISOR: **STEVE GEBEKE** 229-4693



**ADMINISTRATIVE**

**Comments Due: DECEMBER 17, 2016**

**NOTE:** Final Maps (including Amended and Reversionary) are now being reviewed administratively and no longer go to the Planning Commission. As a part of this review, the Planning and Development Department will include a Condition of approval that required the applicant to submit this map for Final Map Technical Review (if necessary) prior to the Mylar being submitted for recordation. Comments may be submitted either on this sheet and routed via interoffice mail, U.S. mail, fax, or e-mailed to **STEVE GEBEKE** ([sgebeke@lasvegasnevada.gov](mailto:sgebeke@lasvegasnevada.gov)), the Case Planner responsible for this case.

**LIST COMMENTS BELOW:**

---





# DEPARTMENT OF PLANNING

## APPLICATION / PETITION FORM

Application/Petition For: Final Map  
 Project Address (Location) 7083 W. Craig Road  
 Project Name Doggie District Proposed Use \_\_\_\_\_  
 Assessor's Parcel #(s) 138-03-701-003 Ward # 4  
 General Plan: existing \_\_\_\_\_ proposed \_\_\_\_\_ Zoning: existing \_\_\_\_\_ proposed \_\_\_\_\_  
 Commercial Square Footage \_\_\_\_\_ Floor Area Ratio \_\_\_\_\_  
 Gross Acres 3.53 Lots/Units 1 Density \_\_\_\_\_  
 Additional Information \_\_\_\_\_

PROPERTY OWNER Bank Wells Fargo National Contact Nelson Tressler  
 Address 3930 Howard Hughes Parkway Suite 180 Phone: (702) 808-6505 Fax: \_\_\_\_\_  
 City Las Vegas, State NV Zip 89169  
 E-mail Address ntressler@ngkf.com

APPLICANT Nelson Tressler Contact \_\_\_\_\_  
 Address 3930 Howard Hughes Parkway Suite 180 Phone: (702) 808-6505 Fax: \_\_\_\_\_  
 City Las Vegas State NV Zip 89169  
 E-mail Address ntressler@ngkf.com

REPRESENTATIVE ACG Design Contact Courtney Chatterley  
 Address 7730 Mustang St. Phone: (702) 931-2992 Fax: \_\_\_\_\_  
 City Las Vegas State NV Zip 89131  
 E-mail Address cchatterley@acg.design

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature\* Nelson Tressler

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

Print Name Nelson Tressler

Subscribed and sworn before me

This 17<sup>th</sup> day of November, 20 16  
Dori L. Walker

Notary Public in and for said County and State



### FOR DEPARTMENT USE ONLY

|                 |                   |
|-----------------|-------------------|
| Case #          | <u>FMP- 67844</u> |
| Meeting Date:   | <u>N/A</u>        |
| Total Fee:      | <u>\$750</u>      |
| Date Received:* | <u>12/6/16</u>    |
| Received By:    | <u>S. Noyce</u>   |

\*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.

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American Psychological Association  
0893-3200/94 \$12.00  
DOI: 10.1037/0893-3200.14.1.1



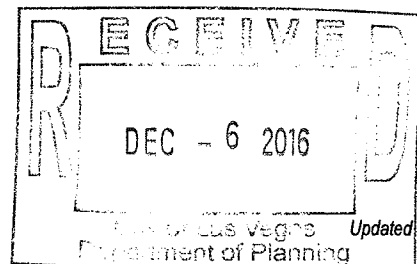
## DEPARTMENT OF PLANNING

### FINAL MAP APPLICATION CHECKLIST

The following information/data shall be submitted with each final map application:

**A. Final Map Contents**

- ☒ 1. Name of proposed subdivision (which should include designation as a condominium, townhouse, residential planned development or commercial subdivision, if applicable).
- ☒ 2. A legend which denotes the meaning of all the symbols used and which includes the date, north arrow and scale.
- ☒ 3. Identification of adjoining properties.
- ☒ 4. A survey analysis sufficient to delineate boundary controlling monuments.
- ☒ 5. Existing and proposed lot lines and dimensions, including the square footage of all proposed lots. Each lot shall be numbered in sequence, and each block shall be numbered or lettered. Letters may be used to identify common lots.
- ☒ 6. Existing and proposed street right of way widths and corner radii.
- ☒ 7. A reproduction of the approved tentative map showing all proposed addresses for the tentative map.
- ☒ 8. A list, separate from the final map, of proposed addresses for every legal lot shown on the final map.
- ☒ 9. Locations and widths of existing and proposed utility rights of way and easements.
- ☒ 10. Locations and widths of existing and proposed irrigation or drainage ditch rights of way and easements.
- ☒ 11. All monuments found, set, reset, replaced or removed, describing kind, size and location and other data relating thereto.
- ☒ 12. Bearing or witness monuments, basis of bearings, bearing and length of lines and scale of map.
- ☒ 13. Name and legal description of tract in which survey is located and ties to adjoining tracts.
- ☒ 14. Areas of unobstructed vision at intersections, as described in LVMC 19.02.
- ☒ 15. Note on the map whether streets, drainage corridors, sewer corridors, parks, trails, open spaces and schools are to be public or private.
- ☒ 16. Note on the map that above ground utility boxes shall not be placed within trail corridors, if trail areas are designated on the map.



NOED  
Water Resources  
NVEHemr.



Dodge District

## DEPARTMENT OF PLANNING

### FINAL MAP TECHNICAL REVIEW SUBMITTAL REQUIREMENTS

✓ **APPLICATION/PETITION FORM:** A completed Application/Petition Form is required. The application shall be signed, notarized and acknowledged by the owner of record of each parcel of property. Non-Property Owner: An application is sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property for which the Final Map Technical Review is sought. However, interest in that property must exist in a written agreement with the owner of record, attached to which is a copy of the Final Map Technical Review application and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the application. The agreement must further stipulate that the owner of record consents to the filing and processing of the application and agrees to be bound by the requested Final Map Technical Review.

✓ **DEED & LEGAL DESCRIPTION:** In order to verify ownership, a copy of the recorded deed(s) for the subject property(ies), including exhibits and attachments, is required. The deed and all attachments must be legible

✓ **FEES:** \$750 *request from Nelson* ✓

✓ **FINAL MAP CHECKLIST:** All items on the Checklist must be addressed on the Final Map.

✓ **FINAL MAP:** (16 folded/1 rolled) Please refer to the Final Map Checklist for additional requirements. All maps must be stamped with a validated land surveyor's seal on every page. The seal must be signed, dated and include the expiration date of the seal.

**CIVIL IMPROVEMENT PLAN SUBMITTAL:** Confirmation in the form of a copy of the memo indicating that the first review of the Civil Improvement Plans has been completed by the Land Development Services section of Public Works.

**NOTE:** A copy of the street name approval letter issued by the Las Vegas Department of Fire and Rescue/Communications Division shall be required for any map with proposed new streets. The letter shall be submitted to the Department of Planning for review prior to approval of the mylar for recordation.

**PROOF OF RECORDATION:** Once recorded, the applicant shall provide the recordation information on the postcard provided at the time of mylar release, including Instrument Number, date of recordation, receipt number, map name, book/file name, page number, CLV case number, the number of pages recorded and who recorded the map, to the City Engineering Division, Survey Section.



## B. Required Certifications

In addition to any other certifications required by State law, the following certifications shall appear on the title sheet of the final map. Copies of required certificate format are presented in Appendix E of the Unified Development Code.

- ☒ 1. Certificate of ownership and easement dedication. All final maps shall contain a certificate of ownership and easement dedication, dedicating easements and rights of way for alleys, streets, highways or other public ways as shown on the map.
- ☒ 2. Certificate of land surveyor. All final maps shall be signed and sealed by the professional land surveyor who was responsible for the survey.
- ☒ 3. Certificate of City Engineer or City Surveyor. All final maps shall be certified by the City Engineer or City Surveyor stating that the final map is technically correct and complies with City standards.
- ☒ 4. Certificate of Clark County District Board of Health. All final maps shall be certified by the Clark County District Board of Health that they comply with all requirements relating to wastewater disposal, water pollution, water quality and water supply and that they are predicated upon plans for public/private potable water supply and community/individual wastewater system.
- ☒ 5. Certificate of Water Resources Division. All final maps shall be certified by the Division of Water Resources of the State Department of Conservation and Natural Resources as to their compliance with all water quantity requirements.
- ☒ 6. Certificate of Director of Department of Planning/Planning Commission approval. All final maps shall be certified by the Director as to compliance with the approved tentative map, all applicable regulations and all conditions imposed upon the final map. No final map shall be filed with the County Recorder until it has been certified by the Director that he or she (or the Planning Commission) has approved the final map and accepted all rights of way, easements or parcels for public dedication.
- ☒ 7. Certificate of easement recipients.
- ☒ 8. Certificate of acknowledgment.

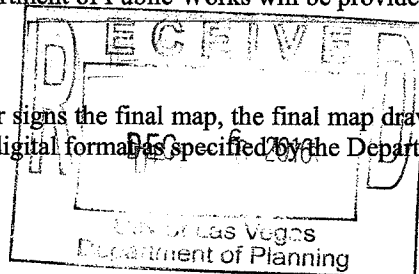
## C. Supplemental Requirements

The following supplemental information may be required by the Department of Public Works or the Department of Planning. When required, it shall be submitted on separate drawings or sheets.

- ☐ 1. Evidence that a Drainage Plan and Technical Drainage Study has been submitted in proper form to the Department of Public Works or that said study is not required.
- ☐ 2. A copy of the deed attesting to the current ownership of the property.
- ☐ 3. A statement from the Title Company which complies with the requirements of NRS Chapters 278 and 116 listing the names of the current owners of record of the land and the holders or record of a security interest in the land and the written consent of each.
- ☐ 4. A copy of a sewer connection agreement verifying that downstream sewer capacity is available or that sewer capacity mitigation measures acceptable to the Department of Public Works will be provided.

## D. Final Map Drawings

Following all required final revisions and before the Director signs the final map, the final map drawings shall be submitted at a scale of one (1) inch equals two hundred (200) feet or a digital format as specified by the Department of Planning.





**PURCHASE CONTRACT**  
**(7083 W. Craig Road, Las Vegas, Nevada)**

THIS PURCHASE CONTRACT (this "*Contract*"), is entered into as of the Effective Date (as hereinafter defined) by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("*Seller*"), and NELSON TRESSLER, an individual ("*Purchaser*").

**Recitals**

Seller is the owner in fee simple of the REO Property (as hereinafter defined).

Seller desires to sell and Purchaser desires to purchase, Seller's interest in the REO Property, subject to all of the terms and conditions of this Contract.

**Agreement**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Seller and Purchaser, and in consideration of the above recitals and the mutual covenants set forth in this Contract, the parties hereto agree as follows:

1. **Incorporation of Recitals; Certain Definitions**

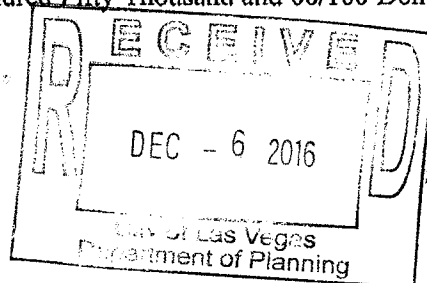
Each of the Recitals set forth above are hereby incorporated herein by this reference. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in Exhibit A attached to this Contract and hereby incorporated herein by this reference.

2. **Sale and Purchase**

- (a) Seller agrees to sell, convey, and assign to Purchaser, without recourse and without representation or warranty except as expressly set forth herein, and Purchaser agrees to purchase and accept from Seller, for the Purchase Price (as hereinafter defined) on and subject to the terms and conditions set forth in this Contract, the REO Property.
- (b) It is the intention of the parties hereto that the REO Property shall be sold by Seller and purchased by Purchaser at Closing, pursuant to and in accordance with the terms and provisions of this Contract. Purchaser hereby agrees and acknowledges that it shall have no right hereunder to purchase less than the entire REO Property.

3. **Purchase Price, Independent Contract Consideration, and Earnest Money**

- (a) The purchase price ("*Purchase Price*") to be paid by Purchaser to Seller for the REO Property is Three Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$3,950,000.00).



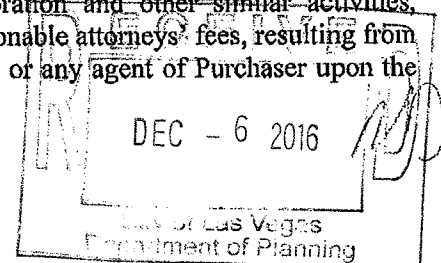
- (b) The Purchase Price shall be payable in cash or via federal funds wire transfer at the Closing (as hereinafter defined).
- (c) Within one (1) Business Day after the execution and delivery of this Contract by the later party to execute and deliver this Contract, Purchaser shall deliver to the Escrow Agent, to the attention of Brenda Burns of Nevada Title Company, or another escrow officer selected or approved by Seller, a copy of this Contract and the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) ("*Earnest Money*"), to be held in escrow in accordance with the terms hereof. Escrow Agent shall deposit the Earnest Money in an interest-bearing account held at Wells Fargo Bank, N.A.
- (d) On or before the end of the Review Period, Purchaser shall deliver to Seller the additional sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the "*Additional Earnest Money*"). Such initial Earnest Money shall be increased by the amount of the Additional Earnest Money and, for all purposes hereunder, the term Earnest Money shall refer to the Earnest Money and Additional Earnest Money (if and to the extent applicable) together, totaling the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00). Except as otherwise expressly set forth herein, the Earnest Money shall be immediately fully earned by Seller and non-refundable to Purchaser; provided, however, that the entirety of the Earnest Money shall be applied towards payment of the Purchase Price in the event Closing occurs pursuant to and in accordance with the terms hereof and shall not be released to Seller prior to Closing. Time is of the essence with respect to Purchaser's obligation to deposit the Earnest Money.

4. **Documents Delivered to or Obtained by Purchaser; Review Period**

- (a) The parties acknowledge and agree that Seller has delivered and Purchaser has received copies of the Due Diligence Materials on or prior to the Effective Date. The furnishing of the Due Diligence Materials is without any representation or warranty by Seller with respect thereto, whether express or implied, or with respect to the right of Purchaser to rely on the Due Diligence Materials, all of which were prepared by third parties.
- (b) During the Review Period, Purchaser shall have the opportunity to review the Due Diligence Materials, to enter upon the REO Property, to interview the tenants thereof (provided, however, Seller shall be entitled to have a representative present at all such interviews), to obtain tenant estoppels (subject to the applicable terms hereof) and to perform such other reviews, investigations and inquiries as it deems appropriate in order to determine that the REO Property is acceptable to Purchaser in its sole discretion (collectively, the "*Due Diligence*"); provided, however, Purchaser shall not, without the prior written consent of Seller, in its sole discretion, make any intrusive physical testing (environmental, structural or otherwise) at the REO Property (such as soil borings, water samplings or the like), except for a certain phase I environmental site assessment that may be ordered by the Purchaser at its sole cost and expense. Furthermore, notwithstanding anything

in this Contract to the contrary, Purchaser shall not be permitted to perform a phase II environmental site assessment of the REO Property without Seller's prior written approval, which may be withheld for any reason or no reason. Purchaser shall promptly repair any damage to the REO Property resulting from any physical testing and replace, refill and regrade any holes made in or excavations of any portion of the REO Property used for such physical testing so that the REO Property shall be in substantially the same condition that existed prior to such physical testing. Purchaser, at Purchaser's expense, shall maintain or cause to be maintained the insurance coverages set forth in Section 4(e) below and deliver a copy of a certificate evidencing such insurance to Seller prior to Purchaser's first entry on the REO Property. Purchaser shall have the right to terminate this Contract in Purchaser's sole discretion, for any reason or no reason at all, at any time prior to the conclusion of the Review Period upon written notice thereof to Seller, in which event the Earnest Money shall be promptly returned to Purchaser (subject to the terms and conditions of Sections 4(f) and 4(g) herein) and neither party shall have any further liability or obligation hereunder (except for any indemnification and other obligations that may survive any termination hereunder); provided, however, that if Purchaser does not give written notice to Seller prior to the expiration of the Review Period of the termination of this Contract, then all of the following shall apply: (i) Purchaser shall no longer have any right to terminate this Contract (except as otherwise provided herein); (ii) Purchaser shall be bound to proceed to Closing under and subject to the terms hereof; and (iii) Purchaser shall be bound by all of its obligations under this Contract, each of which shall apply without condition or contingency.

- (c) Purchaser acknowledges and agrees that, if Purchaser does not give written notice of Purchaser's termination prior to the expiration of the Review Period, Purchaser shall be deemed to have (i) had sufficient opportunity and access to the Due Diligence Materials and to the REO Property in order to conduct its Due Diligence, (ii) conducted such due diligence activities, inspections, and studies of the REO Property as it deems necessary or appropriate, and (iii) examined and investigated to its full satisfaction all facts, circumstances, and matters relating to the REO Property (including the physical condition and use, availability and adequacy of utilities, access, zoning, compliance with applicable laws, environmental conditions, engineering and structural matters of the REO Property), title and survey matters, and any other matters it deems necessary or appropriate for purposes of consummating the transactions contemplated by this Contract. The Due Diligence shall be conducted at Purchaser's sole cost and expense.
- (d) Purchaser shall defend, indemnify, and hold harmless Seller, the members and affiliates of Seller, and the property manager, if any, of the REO Property from and against all losses, costs, damages, claims, and liabilities (whether arising out of injury or death to persons or damage to any asset or otherwise) including, but not limited to, costs of remediation, restoration and other similar activities, mechanic's and materialmen's liens and reasonable attorneys' fees, resulting from the Due Diligence or the entry by Purchaser or any agent of Purchaser upon the



REO Property, unless any of the same are caused by the gross negligence or willful misconduct of Seller. The provisions of this Section 4(d) shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Contract.

- (e) Prior to entering onto the REO Property for any reason, Purchaser, at its sole cost and expense, shall obtain and maintain in effect, and shall cause its agents, contractors, subcontractors and other authorized representatives to obtain and maintain in effect, the following forms of insurance coverage:
- (i) Workers compensation and employer's liability insurance issued for protection of all employees engaged in Due Diligence activities.
  - (ii) Commercial general liability insurance with a minimum combined bodily injury and property damage limit of not less than \$5,000,000 per occurrence. Such insurance shall include the following coverages with respect to such Due Diligence activities: (A) products and completed operations; (B) blanket contractual liability (including, without limitation, with respect to the indemnities in Section 4(d) and Section 30 of this Contract); (C) premises and operations; and (D) broad form property damage. Such insurance shall be written on an occurrence basis (and not on a claims made basis), shall be deemed to be primary and noncontributing with any insurance that may be carried by Seller or its tenants, and shall name Seller and any Affected Tenant as additional insureds.
  - (iii) Professional errors and omissions liability for consultants only with a limit of not less than \$1,000,000 per occurrence.
  - (iv) Automotive liability for bodily injury with a limit of not less than \$2,000,000 per occurrence.

Prior to entering onto the REO Property for any reason, Purchaser shall deliver to Seller a certificate of insurance with respect to the insurance required under this Section 4(e). The certificate shall provide that the coverage therein evidenced shall not be terminated, amended or canceled, except by written notice to Seller at least thirty (30) days prior to the effective date thereof, regardless of whether such termination, amendment or cancellation is initiated by Purchaser or the insurance carrier. All insurance required of Purchaser hereunder shall be issued by insurance carriers which are authorized to transact business in the State and are rated at least "B+ Class V" by Best's Insurance Reports.

- (f) Notwithstanding anything to the contrary contained in this Contract, in the event of a termination of this Contract for any reason, Purchaser shall, upon request of

Seller, forward to Seller copies of all inspections, tests, examinations, investigations and reviews performed by Purchaser pursuant to this Contract; and in the event of any such termination entitling Purchaser to a refund of all or any portion of the Earnest Money, Purchaser shall not be entitled to a refund of any portion of the Earnest Money unless and until Purchaser has delivered copies of all such requested inspections, tests, examinations, investigations and reviews to Seller.

- (g) Further, notwithstanding anything to the contrary contained in this Contract, in the event of a termination of this Contract entitling Purchaser to a refund of all or any portion of the Earnest Money, Purchaser shall not be entitled to a refund of any portion of the Earnest Money unless and until Purchaser has delivered to Seller the Due Diligence Materials and any copies thereof (if and to the extent such Due Diligence Materials have been provided to Purchaser prior to the date of such termination).

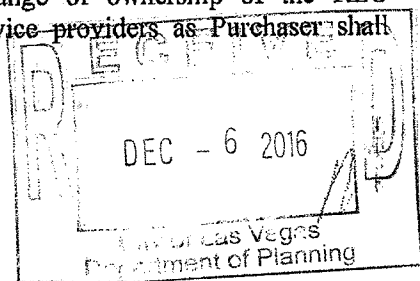
5. **Closing**

- (a) The Closing shall occur in the offices of Escrow Agent, or such other location as the parties shall mutually designate, on a mutually agreeable date occurring on or before the Closing Date. Time is of the essence with respect to the Closing Date.

- (b) At the Closing, all of the following shall occur, all of which shall be deemed concurrent conditions:

- (i) Seller shall deliver or cause to be delivered to Purchaser or Escrow Agent all of the following:

- (1) The Deed and an executed Declaration of Value Form in the form required by the laws of the State;
- (2) The Bill of Sale;
- (3) The Lease Assignment;
- (4) The General Assignment;
- (5) All original (or a copy thereof in the event Seller does not possess an original) leases, licenses and permits with respect to the REO Property and in the possession or control of Seller's Representative;
- (6) A FIRPTA affidavit of an authorized officer of Seller;
- (7) Such reasonable notice of change of ownership of the REO Property to tenants and/or service providers as Purchaser shall reasonably require; and



- (8) Such other documents as Seller, in its reasonable discretion, deems necessary or appropriate for the legal transfer of its right, title and interest in and to the REO Property.
- (ii) Purchaser shall deliver or cause to be delivered to Seller or Escrow Agent all of the following:
  - (1) The Purchase Price in cash or immediately available wire transferred funds less the amount of the Earnest Money;
  - (2) Evidence reasonably satisfactory to Seller that the person executing any documents at the Closing on behalf of Purchaser has full right, power, and authority to do so;
  - (3) An executed Declaration of Value Form in the form required by the laws of the State;
  - (4) The Lease Assignment;
  - (5) The General Assignment; and
  - (6) Such other documents as may be reasonably requested by Seller in connection with Purchaser's acquisition of the REO Property.
- (c) At the conclusion of Closing, possession of the REO Property shall be delivered to Purchaser subject to the Permitted Exceptions.

6. **Termination, Default, and Remedies**

- (a) If Purchaser fails or refuses to consummate the purchase of the REO Property, or any portion thereof, pursuant to this Contract at the Closing, Seller's sole and exclusive remedy shall be to retain the Earnest Money, as full, fixed and liquidated damages, not as a penalty, the parties hereby acknowledging the difficulty of ascertaining Seller's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Seller of such breach by Purchaser, whereupon this Contract shall terminate. Thereafter, Purchaser and Seller shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that Purchaser shall have no other liability or obligation for default hereunder, except for such indemnification and other obligations as may, under the terms hereof, survive termination of this Contract.
- (b) If Seller fails or refuses to consummate the sale of the REO Property pursuant to this Contract at the Closing or fails to perform any of Seller's other obligations under this Contract either prior to or at the Closing for any reason other than (i) the termination of this Contract, or (ii) Purchaser's failure to perform Purchaser's obligations under this Contract, on or prior to the Closing Date, then Purchaser shall have the right, as its sole and exclusive remedy, to terminate this



Contract by giving written notice of the termination to Seller prior to or at the Closing, whereupon the Earnest Money shall be delivered to Purchaser, free of any claims by Seller (subject to the terms and conditions of Sections 4(f) and 4(g) herein), plus an amount equal to Purchaser's actual out-of-pocket costs and expenses evidenced by paid receipts and invoices incurred in connection with this Contract (but such amount shall in no event exceed Twenty Five Thousand and no/100 Dollars (\$25,000.00)) as full, fixed and liquidated damages, not as a penalty, whereupon this Contract shall terminate, the parties hereby acknowledging the difficulty of ascertaining Purchaser's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Purchaser of Seller's breach. Thereafter, Purchaser and Seller shall be relieved of further liability hereunder (except to the extent indemnification and other obligations of Purchaser and Seller survive termination), at law or in equity, it being the agreement of the parties that Seller shall have no liability or obligation for default hereunder except to the extent of the amounts set forth herein, and in no event shall Seller's liability or responsibility for any failure, breach or default hereunder exceed the total amounts set forth herein, and in no event shall Purchaser be entitled to any other equitable remedies.

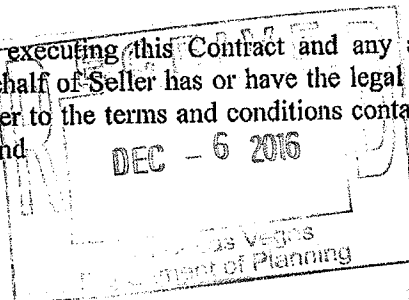
- (c) If either Seller or Purchaser becomes entitled to the Earnest Money upon termination of this Contract in accordance with its terms, and if at such time Escrow Agent is holding the Earnest Money, Purchaser and Seller covenant and agree to deliver a letter of instruction to the Escrow Agent directing disbursement of the Earnest Money to the party entitled thereto. If either party fails or refuses to sign or deliver such instruction letter when the other party is entitled to disbursement of the Earnest Money such party shall pay, upon the final order of a court with appropriate jurisdiction, all reasonable attorneys' fees and expenses (including, without limitation, court costs and fees and expenses of expert witnesses and other professionals) incurred by the party so entitled to the Earnest Money in connection with the recovery of the Earnest Money. This obligation shall survive termination of this Contract.

7. **Seller's Covenants, Agreements, Representations, and Warranties**

- (a) Seller represents and warrants to Purchaser that:

(i) Seller has the right, power, legal capacity, and authority to execute and deliver this Contract and to consummate the transactions contemplated by this Contract;

(ii) The individual or individuals executing this Contract and any and all documents contemplated hereby on behalf of Seller has or have the legal power, right, and actual authority to bind Seller to the terms and conditions contained in this Contract and in such documents; and



(iii) As of the Effective Date, to Seller's actual knowledge, Seller has received no notice of any action, suit, proceeding or investigation pending or threatened against Seller (1) which is likely to adversely affect the consummation of the transactions contemplated by this Contract, or (2) with respect to the leases listed on Exhibit G.

(b) Seller covenants with Purchaser as follows:

(i) Prior to Closing, Seller shall obtain all such written consents and approvals as may be necessary or required to permit Seller to perform its obligations under this Contract;

(ii) Except as may be required by law or consented to by Purchaser (such consent not to be unreasonably withheld or delayed), Seller agrees that from and after the expiration of the Review Period until Closing or earlier termination of this Contract, Seller shall not consent to or enter into any easements or other encumbrances upon the REO Property;

(iii) Seller shall reasonably cooperate and shall cause its property manager, if any, to reasonably cooperate with Purchaser in Purchaser's efforts to obtain estoppels from the Tenants;

(iv) Seller shall notify Purchaser promptly upon receipt by Seller's Representative prior to Closing of written notice of the institution or pendency of any action, suit, or proceeding against or affecting the REO Property, or relating to or arising out of the ownership of such REO Property; and

(v) From the expiration of the Review Period until Closing or earlier termination of this Contract, Seller shall not (i) enter into, modify, or terminate any lease, license or other permission to occupy the REO Property, or (ii) permit any lease to terminate or be terminated (to the extent under the control of Seller), without Purchaser's consent, which consent shall not be unreasonably withheld by Purchaser.

(c) Each of the representations, warranties and covenants made by Seller in this Section 7 hereof shall not merge into the Deed or other closing documents but shall survive Closing for a period of ninety (90) days thereafter. On the date that is exactly ninety (90) days after Closing, all such representations, warranties and covenants of Seller, including without limitation those in this Contract, shall terminate and expire and shall thereafter be of no further force or effect.

(d) For purposes of this Contract and any document delivered at Closing, all references to Seller's knowledge, including, without limitation, whenever the phrase "to Seller's actual knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of Seller's Representative only, and no others, only at the times indicated, without investigation or inquiry, or obligation to make

investigation or inquiry, and in no event shall the same include any knowledge imputed to Seller by any other person or entity.

- (e) Each of the representations, warranties and covenants made by Seller herein, including, without limitation, in this Section 7 hereof, is made subject to, and shall be deemed to be modified by, any information to the contrary set forth or referenced in any of the Due Diligence Materials. Purchaser shall be deemed to have knowledge of all information and circumstances set forth, described or otherwise referenced in any of the Due Diligence Materials. In no event shall Seller be deemed to be in breach of any representation, warranty or covenant made by Seller herein, including, without limitation, in this Section 7 hereof, on account of any information or circumstance of which Purchaser has knowledge on or prior to the Closing Date.

8. **Purchaser's Covenants, Agreements, Representations, and Warranties**

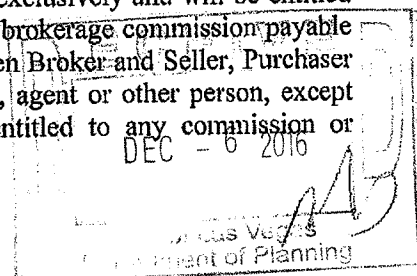
- (a) Purchaser hereby makes the following representations, warranties and agreements which shall have been deemed to have been made as of the Closing Date:

- (i) Purchaser is acquiring the REO Property for its own account only and not for any other Person.

- (ii) Purchaser has relied and shall continue to rely solely on its own investigation and other than Seller's express representations and warranties set forth in Section 7 of this Contract, Purchaser has not relied and shall not rely upon any oral or written statements or representations made by Seller or its personnel or agents and acknowledges that no employee or representative of Seller has been authorized to make any statements or representations.

- (iii) Purchaser represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate, and that it is relying solely on its own expertise and that of Purchaser's consultants in purchasing the REO Property. Purchaser acknowledges that all information obtained by Purchaser has been and will be obtained from a variety of sources and Seller will not be deemed to have represented or warranted the completeness, truth or accuracy of any of the Due Diligence Materials or other such information heretofore or hereafter furnished to Purchaser, except as expressly set forth herein. Upon Closing, Purchaser will assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by Purchaser's inspections and investigations.

- (iv) Consistent with Section 12 below, other than Nelson Tressler of Newmark Grubb Knight Frank, which represents Purchaser exclusively and will be entitled to receive a co-op fee (1.75%) of a portion of the brokerage commission payable to Broker pursuant to the listing agreement between Broker and Seller, Purchaser has not dealt with any broker, investment banker, agent or other person, except the Broker (as defined herein), who may be entitled to any commission or



compensation in connection with the sale of the REO Property or any portion thereof.

(v) Purchaser acknowledges and agrees that, except as expressly set forth in this Contract, the REO Property is being sold on an "as is" "where is" and "with all faults" basis on the terms and conditions herein set forth. The Purchase Price reflects the "as is, where is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the REO Property. PURCHASER, WITH PURCHASER'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS CONTRACT, AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. PURCHASER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE AN INTEGRAL PART OF THIS CONTRACT, AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE REO PROPERTY TO PURCHASER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS AND ACKNOWLEDGMENTS SET FORTH IN THIS CONTRACT.

(vi) Purchaser expressly agrees and acknowledges that (i) Purchaser's obligations hereunder are not in any way conditional upon, or qualified by, Purchaser's ability to obtain financing of any type or nature whatsoever (i.e., whether by way of debt, financing or equity investment or otherwise) to consummate the transactions contemplated hereby, and (ii) Purchaser shall not use all or any portion of the proceeds of any loan or other credit accommodation from Seller or Seller's parent, subsidiaries or affiliates (including, without limitation, Wells Fargo Bank, N.A.) in order to pay any portion of the Purchase Price without Seller's prior written consent.

(vii) Purchaser represents that it has full power and authority and has taken all action necessary to authorize it to enter into and perform its obligations under this Contract and all other documents or instruments contemplated hereby. Purchaser represents and warrants that this Contract has been duly authorized, executed and delivered by Purchaser. This Contract constitutes the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms. Purchaser represents and warrants that the execution, delivery and performance of this Contract by Purchaser does not conflict with the organizational documents of Purchaser, or with any law, statute or regulation applicable to Purchaser, or any mortgage, indenture or other contract or agreement to which Purchaser is a party. Purchaser represents and warrants that no litigation exists against Purchaser that would have a material adverse effect on the transactions contemplated by this Contract.

(viii) Purchaser hereby agrees and acknowledges that Seller shall have no responsibility or liability to Purchaser arising out of or related to any third parties' failure to assist or cooperate with Purchaser. In addition, Purchaser is not relying upon the continued actions or efforts of Seller or any third party in connection

with its decision to purchase the REO Property. The risks attendant to the potential failure or refusal of third parties to assist or cooperate with Purchaser and/or Seller in the effective transfer and assignment of the REO Property and/or assigned rights shall be borne by Purchaser.

(ix) Purchaser shall not institute any enforcement or legal action or proceeding in the name of Seller. Purchaser shall not, except where circumstances reasonably require revealing the purchase of the REO Property from Seller, make reference to Seller or Wells Fargo Bank, N.A. in any correspondence to or discussion with any sale, rental or other disposition of the REO Property. Except as specified above, Purchaser shall not use Seller's or Wells Fargo Bank, N.A.'s name, or any name derived therefrom or confusingly similar therewith in connection with Purchaser's management of the REO Property. Purchaser agrees and acknowledges that there may be no adequate remedy at law for a violation of the terms of this Section, and Seller shall have the right to seek the entry of an order by a court of competent jurisdiction enjoining any violation hereof.

(x) Purchaser hereby acknowledges that Purchaser has taken a recent tour and inspection of the REO Property but such acknowledgement shall have no effect on or limit Purchaser's right to fully perform its Due Diligence during the Review Period.

(b) Each of the representations, warranties and covenants made by Purchaser in this Contract shall not merge into any Deed or other closing documents but shall survive Closing indefinitely.

9. **No Recording or Filing**

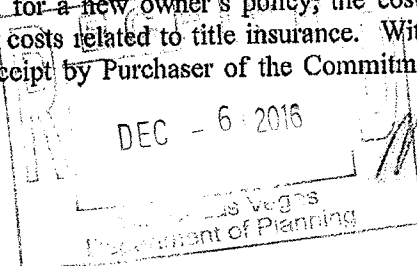
Neither this Contract nor a memorandum thereof shall be filed or recorded by Seller or Purchaser.

10. **Post-Closing Duties / Obligations**

Effective at Closing, Purchaser hereby assumes and shall undertake, comply with and discharge all duties and obligations of Seller arising after Closing under any applicable law, statute, ordinance, order, finding, decree, rule or regulation, with respect to the REO Property. This Section 10 and all other Sections that contain or relate to obligations to be performed or satisfied post-Closing on the part of either Seller or Purchaser shall survive Closing. Purchaser does not assume any duties and obligations of Seller arising prior to Closing.

11. **Title**

(a) **Title Objections.** Within five (5) Business Days following the Effective Date, Purchaser shall obtain the Commitment; provided, however, in no event shall Seller be obligated to pay any premium for a new owner's policy, the cost of obtaining the Commitment, or any other costs related to title insurance. Within five (5) Business Days following the receipt by Purchaser of the Commitment,

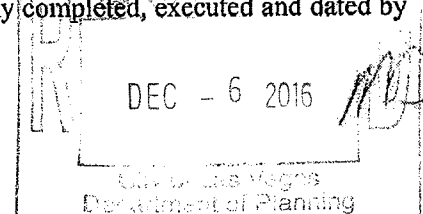


Purchaser shall notify Seller in writing as to Purchaser's disapproval of any of the title exceptions set forth in such Commitment. Seller shall have five (5) calendar days thereafter ("**Seller Response Period**") to elect whether or not to remove said exceptions at Seller's expense at or prior to the Closing. In the event Seller does not give written notice to Purchaser and Escrow Agent within the Seller Response Period that Seller will remove such disapproved exception(s) at or prior to the Closing, then Purchaser may, by delivery of written notice to Seller and Escrow Agent within three (3) Business Days following expiration of the Seller Response Period, elect to (i) terminate this Contract, in which case Purchaser shall be entitled to a return of the Earnest Money (subject to the terms and conditions of Sections 4(f) and 4(g) herein), or (ii) approve the previously disapproved title exceptions reflected in the Commitment (in which case such exceptions shall become Permitted Exceptions) without any reduction in the Purchase Price and waive Purchaser's right of cancellation. In the event Purchaser fails to give timely written notice of its election to terminate this Contract following expiration of the Seller Response Period, Purchaser shall be deemed to have expressly approved the Commitment and shall take title to the REO Property at Closing subject to all Permitted Exceptions.

- (b) **Title Insurance.** Purchaser shall be entitled to request that, at Closing, with respect to the REO Property, the Title Company (i) issue to Purchaser an ALTA (or other form standard for similar transactions in the State) owner's form title policy (the "**New Title Policy**"), in the amount of the Purchase Price, insuring that fee simple title to the REO Property is vested in Purchaser subject only to the Permitted Exceptions, and (ii) provide such endorsements (or amendments) to such New Title Policy as Purchaser may reasonably require; provided that, if, for any reason, the Title Company declines to so issue the New Title Policy at Closing, Purchaser shall be entitled to request that another title company, selected by Purchaser, issue to Purchaser, at Closing, a New Title Policy; provided further that (a) the New Title Policy and any endorsements thereto shall be at no cost to, and shall impose no additional liability on, Seller, (b) Purchaser's obligations under this Contract shall not be conditioned upon Purchaser's ability to obtain such New Title Policy or any endorsements to the New Title Policy and, if Purchaser is unable to obtain a New Title Policy and/or any such endorsements, Purchaser shall nevertheless be obligated to proceed to close the transactions contemplated by this Contract without reduction of or set off against the Purchase Price, and (c) the Closing shall not be delayed as a result of Purchaser's aforementioned request.
- (c) **Transfer of Title.** At the Closing, Seller shall convey fee title to the REO Property by providing the Deed to Purchaser, subject only to the Permitted Exceptions applicable thereto.
- (d) **New Title Exceptions.** If applicable, Purchaser shall have the right to deliver to Seller a written notice ("**New Title Exception Notice**") at any time after the Review Period and prior to the Closing Date, but not more than ten (10) days after the date of Purchaser's discovery of any New Title Exception, stating that a New

Title Exception has arisen and that such New Title Exception is unacceptable to Purchaser. If Purchaser timely delivers a New Title Exception Notice to Seller, the following provisions shall apply:

- (i) Correction Efforts. If the New Title Exception is due to the acts or omissions of Seller and arose after the expiration of the Review Period, Seller shall use its commercially reasonable efforts to (i) remove or correct the New Title Exception to Purchaser's reasonable satisfaction on or prior to the Closing Date or (ii) cause Title Company to provide, at Closing, title insurance over or with respect to the New Title Exception, all at Seller's sole cost and expense.
- (ii) Not Seller's Responsibility. If the New Title Exception is not due to the acts or omissions of Seller or arose prior to the expiration of the Review Period, then, upon Purchaser's delivery to Seller of the New Title Exception Notice, Seller may, but shall not be obligated to, (i) remove or correct the New Title Exception to Purchaser's reasonable satisfaction on or prior to the Closing Date, or (ii) cause Title Company to provide, at Closing, title insurance over or with respect to the New Title Exception, all at Seller's sole cost and expense.
- (iii) Extension. Seller shall have the unilateral right, for the purpose of performing Seller's obligations or exercising Seller's rights under this Section 11(d), to extend the Closing Date for a period of up to sixty (60) days by delivery to Purchaser of written notice to such effect not more than five (5) Business Days after Seller's receipt of a New Title Exception Notice. The period of any such unilateral extension by Seller pursuant to this section shall run concurrently with any other extension periods provided for in this Contract. Notwithstanding any election by Seller to extend the Closing Date as set forth above, Purchaser may elect at any time to waive Purchaser's objection to such New Title Exception by giving written notice thereof to Seller, in which case Seller and Purchaser shall proceed to Closing on or before the Closing Date in accordance with the provisions of this Contract (and such New Title Exception will be a Permitted Exception for all purposes hereunder).
- (iv) Failure to Correct. If Seller is (a) unable either to (i) remove or correct a New Title Exception described in Section 11(d)(i) to Purchaser's reasonable satisfaction or (ii) obtain Title Company's commitment to provide title insurance over or with respect to such New Title Exception on or before the Closing Date, or (b) unable or unwilling either to (i) remove or correct a New Title Exception described in Section 11(d)(ii) to Purchaser's reasonable satisfaction or (ii) obtain Title Company's commitment to provide title insurance over or with respect to such New Title Exception on or before the Closing Date, then Purchaser shall have the right to terminate this Contract by delivering to Seller, on or before the Closing Date, a termination notice fully completed, executed and dated by



Purchaser. If Purchaser timely delivers to Seller a termination notice in accordance with the foregoing provisions, then upon Seller's receipt of such termination notice, Purchaser shall be entitled to a return of the Earnest Money (subject to the terms and conditions of Sections 4(f) and 4(g) herein). Following Purchaser's termination of this Contract pursuant to this section, neither Purchaser nor Seller shall have any further rights or obligations under this Contract except under any provisions of this Contract which, by their terms, expressly survive the termination of this Contract. If Purchaser does not timely exercise Purchaser's right to terminate this Contract under this Section 11(d)(iv), Purchaser shall be deemed to have accepted the New Title Exception, which shall thereupon become a Permitted Exception, and Purchaser shall remain obligated to proceed with Purchaser's purchase of the REO Property in accordance with this Contract without any reduction in the Purchase Price by reason of such new Permitted Exception.

- (v) Closing After Correction. If Seller timely removes or corrects the New Title Exception to Purchaser's reasonable satisfaction or obtains an agreement from Title Company to provide title insurance at Closing over or with respect to the New Title Exception, the parties shall proceed to Closing on the Closing Date, or on such earlier Business Day as may be mutually agreed upon by Seller and Purchaser, without any reduction in the Purchase Price by reason of such New Title Exception and otherwise on the terms provided for in this Contract.

## 12. Brokerage Commissions

Seller and Purchaser acknowledge and represent that the Broker has acted as listing agent and Seller's broker concerning the REO Property and, other than Nelson Tressler of Newmark Grubb Knight Frank, which represents Purchaser exclusively and will be entitled to receive a co-op fee (1.75%) of a portion of the brokerage commission payable to Broker pursuant to the listing agreement between Broker and Seller, is the only broker that either Purchaser or Seller has dealt with concerning the REO Property and this Contract. Seller shall be responsible for payment to Broker of all compensation due Broker, if and when Closing occurs, pursuant to a separate agreement between Seller and Broker. Should any other claim for commission be asserted or established (other than by Nelson Tressler of Newmark Grubb Knight Frank as set forth in this Section 12), the party in breach of its representation in this Section hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Contract notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Contract.

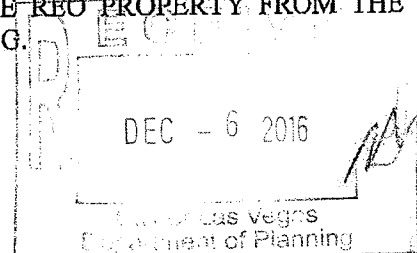


13. **Disclaimers**

PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE REO PROPERTY IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT.

EXCEPT FOR THE DUE DILIGENCE MATERIALS OR AS OTHERWISE STATED IN THIS CONTRACT, PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS, SKETCHES, DRAWINGS, PLANS, PROJECTION, PROFORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF SELLER.

EXCEPT AS OTHERWISE STATED IN THIS CONTRACT, PURCHASER HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL NOT, RELY ON SELLER, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE REO PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS AT THE REO PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS AND GROUND WATER OR THE EXISTENCE OF GROUND WATER AT THE REO PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE REO PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE REO PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE REO PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE REO PROPERTY; (VI) THE COMPLIANCE OF THE REO PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODE, STATUTE, LAW, ORDINANCE, RULE, REGULATION, COVENANT, PERMIT, AUTHORIZATION, STANDARD, CONDITION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE REO PROPERTY; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE REO PROPERTY; OR (IX) THE OPERATION OF THE REO PROPERTY FROM THE DATE OF THIS CONTRACT UNTIL THE CLOSING.



PURCHASER ACKNOWLEDGES THAT BY THE END OF THE REVIEW PERIOD, PURCHASER WILL HAVE HAD AN ADEQUATE OPPORTUNITY TO MAKE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AS PURCHASER DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO THE REO PROPERTY. SUCH INQUIRIES AND INVESTIGATIONS OF PURCHASER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL AUDIT OF THE REO PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE REO PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION WOULD SHOW, THE PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE REO PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE REO PROPERTY.

PURCHASER ACKNOWLEDGES THAT EXCEPT AS OTHERWISE STATED IN THIS CONTRACT, THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING SELLER'S OBLIGATION TO PROVIDE OR COMPLETE ROADS, SEWER, WATER, ELECTRIC OR OTHER UTILITY SERVICES, ANY DEVELOPMENT OR CONSTRUCTION ACTIVITY, OR ANY OTHER IMPROVEMENTS TO THE REO PROPERTY MADE BY SELLER OR RELIED UPON BY PURCHASER WHATSOEVER.

PURCHASER ACKNOWLEDGES THAT SELLER HOLDS TITLE TO THE REO PROPERTY, THROUGH FORECLOSURE OR OTHERWISE, PRIMARILY TO PROTECT ITS SECURITY INTEREST WITHIN THE MEANING OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), 42 U.S.C. § 9601 ET SEQ. AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER.

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING, PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST THE SELLER WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION AND OTHER LIABILITIES (WHETHER ACCRUED, CONTINGENT, ARISING BEFORE OR AFTER THIS CONTRACT, OR OTHERWISE) ARISING AS A RESULT OF (I) THE CONDITION OF THE REO PROPERTY, EITHER PATENT OR LATENT, (II) ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE REO PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE REO PROPERTY, (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE REO PROPERTY, (IV) THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, (V) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE REO PROPERTY, OR COMPLIANCE OF PAST OWNERS AND OPERATORS OF THE REO PROPERTY, IN REGARD TO ANY PAST, PRESENT AND FUTURE FEDERAL,

STATE AND LOCAL ENVIRONMENTAL PROTECTION, POLLUTION CONTROL, POLLUTION CLEANUP, AND CORRECTIVE ACTION LAWS, RULES, REGULATIONS, ORDERS, AND REQUIREMENTS (INCLUDING WITHOUT LIMITATION CERCLA, RCRA, AND OTHERS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE, RELEASE, DISPOSAL, REMOVAL, REMEDIATION OR RESPONSE TO, OR NOTIFICATION OF GOVERNMENTAL ENTITIES CONCERNING, TOXIC, HAZARDOUS, OR OTHERWISE REGULATED WASTES, SUBSTANCES, CHEMICALS, POLLUTANTS OR CONTAMINANTS), OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (VI) THE PRESENCE ON, IN, UNDER OR NEAR THE REO PROPERTY OF (INCLUDING WITHOUT LIMITATION ANY RESULTANT OBLIGATION UNDER CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), 42 U.S.C. § 6973 et seq., ANY STATE STATUTE OR REGULATION, OR OTHERWISE, TO REMOVE, REMEDIATE OR RESPOND TO) ASBESTOS CONTAINING MATERIAL, RADON, MOLD, UREA FORMALDEHYDE OR ANY OTHER TOXIC, HAZARDOUS OR OTHERWISE REGULATED WASTE, SUBSTANCE, CHEMICAL, POLLUTANT OR CONTAMINANT, AND (VII) ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE REO PROPERTY. NOTWITHSTANDING THE FOREGOING, PURCHASER DOES NOT WAIVE, RELEASE OR DISCHARGE ANY SUCH CLAIM(S) WITH RESPECT TO ANY OF THE FOREGOING WHICH IS BASED ON INTENTIONAL MISREPRESENTATION.

PURCHASER ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE TERMINATION OF THIS CONTRACT AND/OR OF THE RECORDATION OF THE DEED FOR THE REO PROPERTY.

14. Notices

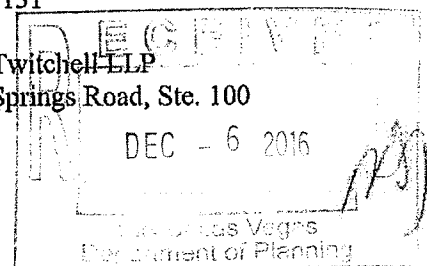
Any notice pursuant to this Contract shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Contract shall be as follows:

If to Purchaser:

Nelson Tressler  
5600 Ambrosia Stream Ave.  
Las Vegas, NV 89131

with a copy to:

Bowler Dixon & Twitchell LLP  
3137 East Warm Springs Road, Ste. 100



Las Vegas, NV 89120  
Attention: Andrew F. Dixon

If to Seller:

Wells Fargo Bank  
Wholesale Commercial ORE  
333 Market Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94105  
Attention: David Ash, Senior Vice President  
Email: [david.ash@wellsfargo.com](mailto:david.ash@wellsfargo.com)

with a copy to:

Wells Fargo Bank, N.A.  
MAC A0194-273  
45 Fremont Street, 27<sup>th</sup> Floor  
San Francisco, California 94105  
Attention: Alilda Ferraro, Esq.

and, with a copy to:

Snell & Wilmer L.L.P.  
3883 Howard Hughes Parkway, Suite 1100  
Las Vegas, NV 89169  
Attention: Patricia J. Curtis  
Email: [pcurtis@swlaw.com](mailto:pcurtis@swlaw.com)

15. Modifications

This Contract cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

16. Assigns

This Contract shall inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns. Purchaser may not assign its rights or obligations under this Contract to any party without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Seller shall give its approval or disapproval of any request by Purchaser to assign its obligations under this Contract within five (5) Business Days after receipt of a request by Purchaser for such approval or disapproval together with such information as is necessary for Seller to confirm that the proposed assignee will meet the requirements set forth in Section 36 below, provided, however that the failure by Seller to respond within such period of five (5) Business Days shall be deemed to be a disapproval by Seller of Purchaser's request. Notwithstanding the foregoing, and provided that Purchaser provides Seller with such information as is necessary for Seller to confirm that such entity will meet the requirements set forth in Section 36 below (and the proposed assignee in fact meets such requirements), Purchaser shall have the right, without Seller's consent, to assign its rights in this Contract to any entity that is 100% owned by Purchaser. No consent given by Seller to any assignment by Purchaser shall be (i) effective unless and until the assignee under such assignment

shall have, pursuant to a written assumption agreement acceptable to Seller in its sole discretion, assumed all of Purchaser's obligations under this Contract, or (ii) deemed to relieve Purchaser of any of its obligations hereunder. If Purchaser consists of more than one person or entity, each will be jointly and severally liable to perform the obligations of Purchaser hereunder and all representations, warranties, covenants and agreements made by Purchaser hereunder shall be joint and several.

17. **Time of the Essence**

Time is of the essence in the execution and performance of this Contract and of each of its provisions.

18. **Entire Agreement**

This Contract, including the Exhibits, any confidentiality agreement executed by Purchaser and Seller as contemplated by Section 28 of this Contract, if any, and any intercreditor agreements, escrow agreements, security agreements or other similar agreements entered into by Seller and Purchaser in connection with and as contemplated by this Contract, if any, contain the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

19. **Counterparts**

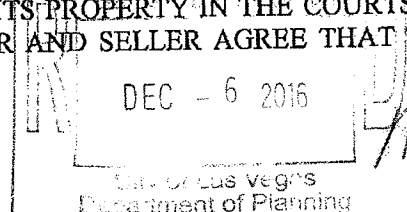
This Contract may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. Executed copies of this Contract may be delivered between the parties via e-mail.

20. **Severability**

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall nonetheless remain in full force and effect.

21. **Applicable Law/Venue; Waiver of Jury Trial**

THIS CONTRACT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE FEDERAL LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE. PURCHASER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE STATE IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT AND HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN A STATE OR FEDERAL COURT SITTING IN THE STATE. NOTHING CONTAINED IN THIS SECTION SHALL AFFECT THE RIGHT OF SELLER TO BRING ANY ACTION OR PROCEEDING AGAINST PURCHASER OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION. PURCHASER AND SELLER AGREE THAT THE



PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS CONTRACT. NOTHING CONTAINED IN THIS SECTION SHALL BE INTERPRETED TO PROVIDE ANY GREATER RIGHTS OR ADDITIONAL CLAIMS TO PURCHASER THAN AS OTHERWISE PROVIDED IN THIS CONTRACT.

To the extent allowed by applicable law, each party to this Contract hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action (each, an "Action") (a) arising out of this Contract, including any present or future amendment thereof or (b) in any way connected with or related or incidental to the dealings of the parties or any of them with respect to this Contract (as hereafter amended) or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether such Action is now existing or hereafter arising, and whether sounding in contract or tort or otherwise and regardless of which party asserts such Action; and each party hereby agrees and consents that any such Action shall be decided by court trial without a jury, and that any party to this Contract may file an original counterpart or a copy of this section with any court as written evidence of the consent of the parties to the waiver of any right they might otherwise have to trial by jury.

22. **Limited Liability of Seller**

If Seller breaches this Contract, and the breach is discovered prior to Closing, Purchaser's sole remedies are those described in Section 6(b) of this Contract. Except as to a breach by Seller of any warranty, representation or covenant contained in Section 7 of this Contract, if Seller breaches this Contract, and such breach is discovered after Closing, Purchaser shall have no remedy or recourse against Seller. Purchaser has factored this risk into its decision to purchase. If and only if it is determined within ninety (90) days after Closing that Seller breached any warranty, representation or covenant contained in Section 7 of this Contract, and if Purchaser notifies Seller in writing of any such breach within ninety (90) days of the Closing, Purchaser's sole remedy shall be one of the following: (i) cure of the breach by or on account of Seller; or (ii) payment of appropriate monetary compensation by Seller to Purchaser for such breach. Purchaser does not waive, release or discharge any claim or cause of action based on intentional misrepresentation. Purchaser hereby acknowledges and agrees that in no event will the liability of Seller under this Contract (including, without limitation, any liability of Seller for breach or default under any representation, warranty or covenant made by Seller in Section 7 hereof or any claim based on intentional misrepresentation) exceed, in the aggregate, two percent (2.0%) of the Purchase Price. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT OR OTHERWISE, IN NO EVENT SHALL SELLER BE LIABLE UNDER THIS CONTRACT OR ANY RELATED DOCUMENT FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES.

23. **No Third Party Beneficiary**

The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, including, but not limited to any broker described in Section 12, and accordingly, no third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

24. **Exhibits and Schedules**

The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Contract:

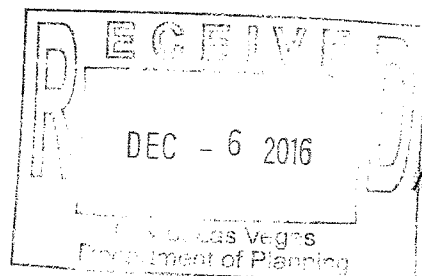
- (a) Exhibit A - Certain Definitions
- (b) Exhibit B - Legal Description of REO Property
- (c) Exhibit C - Form of Deed
- (d) Exhibit D - Form of Bill of Sale
- (e) Exhibit E - Form of Assignment of Leases
- (f) Exhibit F - Form of General Assignment
- (g) Exhibit G - List of Tenants
- (h) Exhibit H - Due Diligence Materials

25. **Captions**

The section headings appearing in this Contract are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

26. **Construction**

The parties acknowledge that the parties and their counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto. Accordingly, this Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Whenever required by the context of this Contract, the singular shall include the plural and vice versa. When the context so requires, the neuter gender includes the feminine or masculine.



27. **Termination of Contract**

It is understood and agreed that if either Purchaser or Seller terminates this Contract pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Purchaser from all obligations under this Contract, except for such obligations as are specifically stated herein to survive the termination of this Contract including, without limitation, indemnification obligations and other obligations related to the appropriate distribution of the Earnest Money pursuant to this Contract.

28. **Information and Confidentiality**

If Purchaser and Seller have previously executed one or more confidentiality agreements related to the REO Property, Purchaser's evaluation of the REO Property or the transfer thereof under this Contract, then each such agreement shall remain in full force and effect under the terms therein, survive the Effective Date and, to the extent of inconsistency with the terms and conditions set forth herein, supersede the language in this Section 28. To the extent no such agreement has been executed as of the Effective Date by Purchaser and Seller with respect to the REO Property, or, to the extent any such agreement has been executed but does not cover the agreements set forth in this Section 28 or has since expired, then this Section 28 shall apply.

Except as permitted by this Contract, Purchaser agrees that neither Purchaser nor Purchaser's Representatives (as hereinafter defined) shall, at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, entity or association, other than any Purchaser's Representatives and/or Purchaser's Loan Parties (as hereinafter defined), the Confidential Information (as hereinafter defined). Without Seller's prior written consent, Purchaser shall not disclose, and Purchaser shall direct Purchaser's Representatives and Purchaser's Loan Parties not to disclose, to any person, entity or association (other than among themselves) any of the terms, conditions or other facts with respect to this Contract, including, without limitation, the status hereof, that are not part of the public domain. Notwithstanding the foregoing, Purchaser may disclose such of the Confidential Information and its other reports, studies, documents and other matters generated by it and the terms of this Contract (i) as Purchaser deems necessary or desirable to Purchaser's Representatives and/or Purchaser's Loan Parties in connection with Purchaser's investigation of the REO Property and the transactions contemplated hereby, provided that those to whom such Confidential Information is disclosed are informed of the confidential nature thereof and agree to keep the same confidential in accordance with the terms and conditions hereof, (ii) if compelled to do so by any Governmental Authority, pursuant to law, or otherwise by legal proceedings, or (iii) in connection with any litigation involving this Contract or the transactions contemplated hereby.

29. **Release**

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT, PURCHASER SHALL RELEASE THE SELLER PARTIES FROM ALL CLAIMS, ABSOLUTE OR CONTINGENT, KNOWN OR UNKNOWN, WHICH PURCHASER



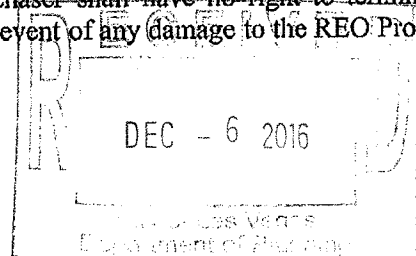
OR ANY AGENT, REPRESENTATIVE, AFFILIATE, EMPLOYEE, DIRECTOR, OFFICER, PARTNER, MEMBER, SERVANT, SHAREHOLDER, TRUSTEE OR OTHER PERSON OR ENTITY ACTING ON PURCHASER'S BEHALF OR OTHERWISE RELATED TO OR AFFILIATED WITH PURCHASER HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE REO PROPERTY, AND ANY PHYSICAL OR ENVIRONMENTAL CONDITIONS, AND PURCHASER SHALL NOT LOOK TO THE SELLER PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. THE TERMS AND PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING AND ANY TERMINATION OF THIS CONTRACT.

30. **Indemnification of Seller Parties by Purchaser**

Purchaser shall defend, indemnify and hold harmless Seller Parties from and against all losses, causes of action, liabilities, claims, demands, obligations, damages, costs and expenses, including without limitation attorneys' fees and costs, to which Seller Parties may become subject on account of any breach by Purchaser of its obligations, warranties or covenants under this Contract. The obligations in this Section 30 shall survive Closing and any termination of this Contract.

31. **Risk Of Loss**

Prior to Closing, the risk of loss shall remain with Seller. If, prior to Closing, the REO Property or any part thereof shall be condemned, destroyed or damaged by fire or other casualty, Seller shall promptly notify Purchaser. If the REO Property or any part thereof shall be condemned such that damages are in excess of an amount equal to two percent (2.0%) of the Purchase Price or if the REO Property or any part thereof shall be destroyed or damaged by fire or other casualty the repair of which would cost in excess of two percent (2.0%) of the Purchase Price, then, at the option of Purchaser, which option shall be exercisable, if at all, by written notice thereof to Seller within three (3) Business Days after Purchaser receives written notice of such fire, earthquake or other casualty or condemnation, this Contract may be terminated. If Purchaser elects to terminate this Contract, the Earnest Money shall be returned to Purchaser (subject to the terms and conditions of Sections 4(f) and 4(g) herein), in which event this Contract shall, without further action of the parties, become null and void, and neither party shall have any rights or obligations under this Contract, except those which expressly survive termination. In the event that Purchaser does not exercise the option to terminate the Contract set forth above, or if the condemnation or casualty is below the threshold described above, then (i) Purchaser's obligations hereunder to purchase the REO Property for the full Purchase Price shall apply without regard to the occurrence or effect of any damage to the REO Property or destruction of any improvements on the REO Property or condemnation of any portion of the REO Property, (ii) ~~Purchaser shall have no right to terminate this Contract or reduce the Purchase Price in the event of any damage to the REO Property or~~



destruction of any improvements on the REO Property or condemnation of any portion of the REO Property, (iii) Purchaser hereby waives any right Purchaser may have at law or in equity to terminate this Contract or seek reduction of the Purchase Price on account of any damage to the REO Property or destruction of any improvements on the REO Property or condemnation of any portion of the REO Property, and (iv) the Closing shall take place on the Closing Date, provided, however that Seller hereby agrees that upon the Closing, there shall be a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds or condemnation awards collected by Seller, if any, as a result of any such damage or destruction or condemnation, less any sums expended by Seller toward the restoration or repair of the REO Property or in collecting such insurance proceeds or condemnation awards. If the proceeds or awards have not been collected as of the Closing, then such proceeds or awards shall be assigned to Purchaser, except to the extent needed to reimburse Seller for sums expended prior to the Closing to repair or restore the REO Property or to collect any such proceeds or awards.

32. **Prorations**

- (a) **General Prorations.** All amounts set forth in the following numbered paragraphs shall, except as otherwise provided in this Section 32, be prorated to 11:59 p.m. local time on the day before the Closing Date with Purchaser receiving the benefits and burdens of ownership on and after the Closing Date.

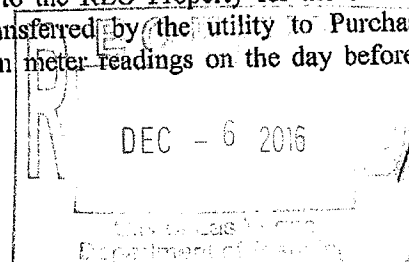
(i) The parties shall prorate, as of the Closing Date, all rents (including base, fixed or minimum rent and percentage rent), license fees and other amounts paid in respect of the use or occupancy of the REO Property and all payments with respect to common area maintenance expenses, operating expenses, taxes, insurance and other expenses for or pertaining to the REO Property which are reimbursable by tenants under the terms of their Leases, by licensees under the terms of their licenses, by parties to reciprocal easement and/or operating agreements under the terms of such agreements or by other parties under the terms of their agreements with Seller (collectively, "**Rents**"), and which are received by Seller prior to the Closing Date for the period of time as of or subsequent to the Closing Date, or which are due as of or after the Closing Date for any period of time prior to the Closing Date. Seller shall retain all Rents received by Seller prior to the Closing Date, and pursuant to such proration, Purchaser shall receive a credit equal to the amount of Rents allocable to the Closing Date and any period of time thereafter which has been paid prior to the Closing Date; and Seller shall receive a credit equal to the amount of Rents allocable to any period of time prior to the Closing Date which become due after the Closing Date and which are unpaid as of the Closing Date. If any Lease requires any retroactive adjustment to Rents after the Closing Date, the parties shall estimate such adjustment based upon the most current information available to them. Such estimated adjustment shall be final and conclusive between the parties, and the parties shall not recalculate such estimated adjustment when the actual adjustment becomes available. All rights to Delinquent Rents for any period of time prior to the Closing Date shall be and remain the sole property of Seller; Seller shall have the right to attempt to collect such Delinquent Rents,

including, but not limited to, through prosecution of a legal action for such purposes, and Purchaser shall have no obligation to attempt to collect such Delinquent Rents after the Closing Date. Purchaser shall, however, promptly pay to Seller any Delinquent Rents which Purchaser may receive after the Closing Date as rental for the period of time prior to the Closing Date. All rights to Delinquent Rents for the Closing Date and any period of time thereafter shall be and remain the sole property of Purchaser, and Seller shall have no obligation to attempt to collect such Delinquent Rents after the Closing Date. Seller shall, however, promptly pay to Purchaser any Delinquent Rents which may be received by Seller after the Closing Date which are allocable to the Closing Date and any period of time thereafter. If any Lease requires that the tenant under such Lease pay percentage rent after the Closing Date with respect to any period of time which began before and continues after the Closing Date, the amount of such percentage rent shall be estimated by Seller in good faith at or prior to the Closing. Seller shall be credited at Closing with a portion of such amount determined by multiplying such amount by a fraction, the numerator of which shall be the number of days in such period of time prior to the Closing Date, and the denominator of which shall be the total number of days in such period of time, and Purchaser shall receive and retain all such percentage rent when paid, whether in an amount equal to, greater than or less than the amount estimated by Seller. Seller's estimate of percentage rent, and the proration of percentage rent based on such estimate, shall be final and conclusive between the parties, and the parties shall not recalculate the proration of percentage rent based upon such estimate when the actual amount of such percentage rent becomes known.

(ii) General real estate taxes and assessments against the REO Property not directly paid by tenants under any Leases and not included in any reimbursable common area maintenance expenses paid by tenants under any Leases shall be prorated as of the Closing Date, based on a three hundred sixty-five (365) day year. If the Closing shall occur before the tax rate or the assessed valuation of the REO Property is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate and the assessed valuation of the REO Property is fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment, provided, however, the same shall be determined no later than sixty (60) days after receipt of the tax bill/assessed valuation/tax rate for the current year.

(iii) Any cash security deposit under any Lease held by Seller at the time of Closing shall be credited to Purchaser on the Closing Date and Purchaser shall assume Seller's obligations related to such security deposits.

(iv) Seller shall be entitled to a credit for all security deposits held by any of the utility companies providing service to the REO Property for the benefit of Purchaser where such deposits are transferred by the utility to Purchaser's account. Seller shall endeavor to obtain meter readings on the day before the



Closing Date, and if such readings are obtained, there shall be no proration of such items and Seller shall pay at Closing the bills therefor for the period to the day preceding the Closing, and Purchaser shall pay the bills therefor for the period subsequent thereto. If any utility company will not issue separate bills, Purchaser will receive a credit against the Purchase Price for Seller's portion and will pay the entire bill prior to delinquency after Closing. Purchaser shall be responsible for making any security deposits required by utility companies providing service to the REO Property.

(v) Payments with respect to any service contracts for the REO Property, if any, shall be prorated as of the Closing Date, based on the actual number of days in the billing period for such respective service contracts.

(vi) Any other operating expenses of the REO Property not directly paid by tenants under any Leases and not included in any reimbursable common area maintenance expenses paid by tenants under any Leases, shall be prorated as of the Closing Date, based on a three hundred sixty-five (365) day year. If the Closing shall occur before the actual amount of all other operating expenses with respect to the REO Property for the month in which the Closing occurs are determined, the apportionment of such other operating expenses shall be upon the basis of the prior month's actual amount of such other operating expenses. Subsequent to the Closing, when the actual amount of such other operating expenses for the month in which the Closing occurs are determined, the parties agree to adjust the proration of such other operating expenses and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment.

(b) **Final Prorations.** If final prorations cannot be made at the Closing for any item subject to proration under this Section 32, then, Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as invoices or bills are available and applicable reconciliation with tenants have been completed, with final adjustment to be made as soon as reasonably possible after the Closing, and in any event not later than the date that is one hundred eighty (180) days after Closing. If either party receives any funds which belong to the other party under this Section 32, such receiving party shall pay over and/or deliver such funds to the other party (without interest thereon) within fifteen (15) Business Days after receipt.

(c) **Special Tax Considerations.** Notwithstanding anything to the contrary contained herein, Purchaser acknowledges and agrees that (i) the assessed valuation of the REO Property for real property tax purposes by one or more of the applicable taxing authorities for one or more tax years (covering the tax year in which the Closing Date is to occur and/or prior tax years) is currently being appealed by Seller, or may be appealed by Seller; and (ii) that Seller has procured, or may procure, the services of a tax consultant to prosecute such appeal; and that Seller shall have the right (but not the obligation) to continue to prosecute such appeal, or to initiate and prosecute such appeal, at any time before or after the Closing Date at Seller's sole cost and expense. Any refund of real property taxes

for the tax year in which the Closing occurs, net of the portion of the tax consultant's fees which relate to such tax year, shall be prorated between Seller and Purchaser as of the Closing. If Purchaser shall receive any refund of real property taxes for such tax year in which the Closing occurs, Purchaser shall immediately pay such refund to Seller for distribution to the parties in accordance with the foregoing allocation. Additionally, any refund of real property taxes for any tax year prior to the tax year in which the Closing occurs shall be the property of Seller, and if Purchaser shall receive any refund of real property taxes for such prior tax years Purchaser shall immediately pay such refund to Seller.

- (d) **Closing Costs.** At Closing, Purchaser shall pay (a) one-half of the Escrow Agent's escrow fee, (b) the premium for the New Title Policy, and (c) any and all applicable recording fees. At Closing, Seller shall pay (i) one-half of the Escrow Agent's escrow fee, and (ii) all real property transfer taxes. Seller and Purchaser shall each pay their respective attorneys' fees.

33. **Attorney Fees**

If any action is brought by any party to this Contract to enforce or interpret its terms or provisions, the prevailing party will be entitled to reasonable attorney fees and costs incurred in connection with such action prior to and at trial and on any appeal therefrom.

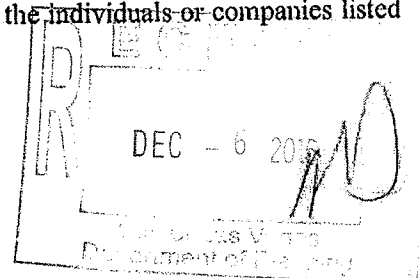
34. **Related Parties**

Purchaser represents to Seller that neither Purchaser nor any person having control over Purchaser is employed by, or is a family member purchasing directly or indirectly for the benefit of anyone who is employed by, Wells Fargo & Company or any of its subsidiaries. For purposes of this representation "family member" is defined as a spouse, a domestic partner, parents, grandparents, children, grandchildren, brothers and sisters, including in all cases, step-family members.

35. **Intentionally Omitted**

36. **OFAC Compliance**

Purchaser represents and warrants that: (i) it is not on an SDN List (defined below), nor is it directly or indirectly owned or controlled by an SDN (defined below); and (ii) the purchase and sale of the REO Property, and the consummation of any other transaction contemplated by this Contract, will not violate any country sanctions program administered and enforced by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. For the purposes hereof, an "SDN List" is defined as one of the lists published by OFAC of individuals and companies owned or controlled by, or acting for or on behalf of, OFAC targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers, designated under OFAC programs that are not country-specific, and an "SDN" is one of the individuals or companies listed on an SDN List.



37. **1031 Exchange**

Purchaser may participate in a 1031 tax deferred exchange. Seller agrees to cooperate in effectuating Purchaser's exchange at no cost or expense to Seller.

*[Remainder of Page Intentionally Left Blank]*

A handwritten signature or set of initials, possibly 'AD', is located in the bottom right corner of the page.

IN WITNESS WHEREOF, this Contract is executed as of the Effective Date.

SELLER:

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: 

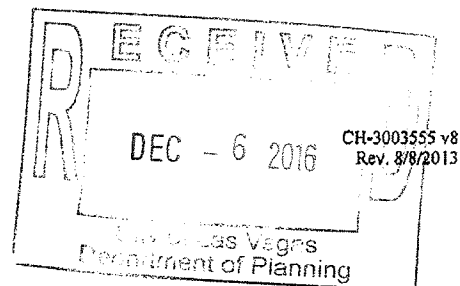
Name: DAVID L. ASH

Title: Sr. VP

Date: 8/18/16

*[Signatures continue on following page]*

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PURCHASER:

Nelson Tressler

Nelson Tressler, an individual

Date: 8/18/16

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## **EXHIBIT A**

### **DEFINITIONS**

**"Action"** has the meaning set forth in Section 21 of this Contract.

**"Additional Earnest Money"** has the meaning set forth in Section 3(d) of this Contract.

**"Affected Tenant"** means any tenant of the REO Property whose use or occupancy of the REO Property may be affected by Purchaser's entry onto and/or activities conducted upon the REO Property pursuant to this Contract.

**"Bill of Sale"** means a bill of sale, without representation or warranty, substantially in the form attached to this Contract as Exhibit D.

**"Broker"** means Ramez Barsoum of Reza Investment Group.

**"Business Day"** means any day on which Seller is open for business other than a Saturday, a Sunday or a federal holiday.

**"CERCLA"** has the meaning set forth in Section 13 of this Contract.

**"Closing"** means the closing of the transaction contemplated under this Contract.

**"Closing Date"** means the date thirty (30) days from the expiration of the Review Period; provided, however, that Purchaser shall have one (1) option to extend the Closing Date by an additional thirty (30) days. If Purchaser desires to exercise such option, then Purchaser shall give written notice to Seller prior to the scheduled Closing Date and shall deliver the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the **"Extension Payment"**) to Escrow. The Extension Payment so paid by Purchaser shall be deemed to be part of the Earnest Money and applied towards Purchaser's payment of the Purchase Price at Closing. Notwithstanding the above, if the Closing Date is extended and falls on a day that is not a Business Day, then the same shall be extended until 5:00 pm of the first Business Day thereafter occurring.

**"Commitment"** means a title commitment issued by the Title Company, setting forth the status of title to the REO Property and showing all encumbrances and other matters affecting the REO Property.

**"Confidential Information"** shall mean any of the following to the extent supplied by Seller or on behalf of Seller or otherwise made available by or at the direction of Seller to Purchaser or any of Purchaser's Representatives: (i) all written information and documents relating to the REO Property, any portion thereof or the sale thereof, furnished to, or otherwise available for review by, Purchaser or Purchaser's Representatives, and (ii) all written analyses, compilations, data, studies, reports or other information or documents prepared or obtained by Purchaser or Purchaser's Representatives, but only to the extent containing the information or

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Department of Planning

documents described in the preceding clause (i), or otherwise reflecting their review or investigation of the REO Property.

**"Contract"** means the Purchase Contract to which this Exhibit A is attached and which is more fully described in the introductory paragraph of such Purchase Contract.

**"Deed"** means a grant, bargain and sale deed sufficient to transfer and convey to Purchase fee title to the REO Property pursuant to the terms and provisions of this Contract, substantially in the form attached to this Contract as Exhibit C.

**"Delinquent Rents"** means Rents which are due and unpaid as of the Closing Date.

**"Due Diligence"** has the meaning set forth in Section 4(b) of this Contract.

**"Due Diligence Materials"** means those items listed in Exhibit H attached to this Contract.

**"Earnest Money"** has the meaning set forth in Section 3 of this Contract.

**"Effective Date"** means August 18, 2016.

**"Escrow Agent"** means Nevada Title Company.

**"General Assignment"** means a general assignment and assumption substantially in the form attached to this Contract as Exhibit F.

**"Governmental Authority"** means the United States, any State of the United States or any subdivision, agency, department, commission, bureau or instrumentality of any of the foregoing having jurisdiction over the REO Property.

**"Land"** means that certain real property more particularly described on Exhibit B to this Contract.

**"Lease"** means any lease currently in effect with respect to the REO Property.

**"Lease Assignment"** means an assignment and assumption of Seller's interest in any and all Leases, substantially in the form attached to this Contract as Exhibit E.

**"New Title Exception"** means a title exception which (i) first arises of record following the expiration of the Review Period, (ii) was not created due to the acts of Purchaser, (iii) has not been consented to by Purchaser, and (iv) materially adversely affects the REO Property.

**"New Title Exception Notice"** has the meaning set forth in Section 11(d) of this Contract.

**"New Title Policy"** has the meaning set forth in Section 11(b) of this Contract.

**"OFAC"** has the meaning set forth in Section 36 of this Contract.

**"Permitted Exceptions"** mean and includes all of the following: (i) zoning and building ordinances and land use regulations applicable to the REO Property, (ii) such state of facts as are shown on any survey or as would be disclosed by an accurate survey of the REO Property, (iii) the lien of taxes and assessments not yet due and payable, (iv) any standard exclusions from coverage set forth in the jacket of the New Title Policy, (v) any exceptions caused by Purchaser, its agents, representatives or employees, (vi) all Proforma Exceptions, (vii) the Leases, (viii) all other matters which arise as a result of Seller performing its covenants hereunder, and (ix) any other liens or encumbrances of record which do not materially adversely affect title to the REO Property, the value of the REO Property or Purchaser's contemplated use of the REO Property.

**"Proforma Exceptions"** means and includes all of the matters set forth as exceptions on Schedule B of the Commitment, excluding only those exceptions which Seller agrees in writing to remove.

**"Purchase Price"** has the meaning set forth in Section 3(a) of this Contract.

**"Purchaser"** has the meaning set forth in the introductory paragraph of this Contract.

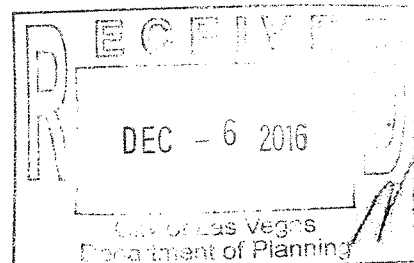
**"Purchaser's Loan Parties"** means (A) any lender who contemplates providing or provides financing to Purchaser in connection with the transactions contemplated by this Contract, together with the officers, employees, agents, representatives, consultants and attorneys of such lender or prospective lender, and (B) any broker who is engaged by Purchaser to identify a lender or investor or prospective lender or investor for Purchaser in connection with the transactions contemplated by this Contract.

**"Purchaser's Representatives"** means Purchaser's directors, officers, employees, affiliates, current or prospective partners, current or prospective members, current or prospective shareholders, brokers, agents or other representatives of Purchaser or such parties, including without limitation, attorneys, accountants, contractors, consultants, engineers or financial advisors.

**"RCRA"** has the meaning set forth in Section 13 of this Contract.

**"Rents"** has the meaning set forth in Section 32(a)(i) of this Contract.

**"REO Property"** means all of Seller's right title and interest in and to (i) the Land, (ii) any and all buildings, improvements, and fixtures located on the Land, (iii) any and all leases of premises upon the Land and/or within any such buildings or improvements, (iv) any personal property that Seller has an interest in located on the Land, and (v) any tradenames, trademarks, and other intangible property Seller has an interest in directly related to the Land and/or any such buildings or improvements located thereon.



***"Review Period"*** means the period beginning on the Effective Date and ending on September 15, 2016.

***"SDN"*** has the meaning set forth in Section 36 of this Contract.

***"SDN List"*** has the meaning set forth in Section 36 of this Contract.

***"Seller"*** has the meaning set forth in the introductory paragraph of this Contract.

***"Seller Parties"*** means any manager of the REO Property, each of their respective predecessors in interest and successors and assigns, together with the officers, directors, partners, employees, representatives, affiliates, members, investors, certificate holders and agents of each of the foregoing.

***"Seller's Representative"*** David Ash, a Senior Vice President in the Wholesale ORE Group at Wells Fargo Bank, N.A.

***"Seller Response Period"*** has the meaning set forth in Section 11(a) of this Contract.

***"State"*** means the State of Nevada.

***"Tenants"*** shall mean the tenants identified in Exhibit G attached to this Contract.

***"Title Company"*** means Nevada Title Company.

**EXHIBIT B**

**LEGAL DESCRIPTION OF REO PROPERTY**

**PARCEL I:**

Situate in the County of Clark, State of Nevada, described as follows:

BEING a portion of the Northeast Quarter (NE ¼) of the Northwest (NW ¼) of the Southeast Quarter (SE ¼) of Section 3, Township 20 South, Range 60 East, MDM., and being more particularly described by metes and bounds as follows, to wit:

BEGINNING at a point on the left or Westerly right of way line of US 95, Rainbow Expressway, at a point 649.80 feet left of and at right angles to Highway Engineer's Station "C" 772-37.89 P.O.T. (Project RF-TQF-006-2(1c), said point being further described as bearing South 89°02'12" West, a distance of 1999.42 feet from the East Quarter Corner of Section 3, Township 20 South, Range 60 East, M.D.M.; thence South 69°44'50" East along said Westerly right of way line, a distance of 143.05 feet to a point; thence South 16°09'22" East, continuing along said Westerly right of way line, a distance of 586.10 feet to a point; thence North 89°31'50" West, a distance of 350.21 feet to a point; thence North 0°46'26" East, a distance of 660.01 feet to a point on the North line of the Southeast Quarter (SE ¼) of said Section 3; thence South 89°31'50" East, along said North line of the Southeast Quarter (SE ¼), a distance of 34.40 feet to a point; thence South 0°41'40" West, a distance of 50.00 feet to a point; thence South 89°31'50" East, a distance of 10.18 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion conveyed to the County of Clark by a Deed Recorded October 12, 1983 in Book 1818 as Document No. 1777274, Official Records, Clark County, Nevada.

FURTHER EXCEPTING THEREFROM any portion conveyed to the State of Nevada by a Deed Recorded January 14, 1991 in Book 910114 as Document No. 01165, Official Records, Clark County, Nevada

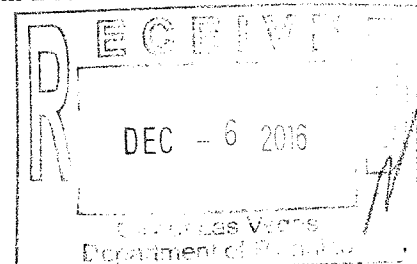
(the above metes and bounds legal description previously appeared in document recorded July 13, 2005 in Book 20050713 as Instrument No. 0005190, Official Records, Clark County, Nevada)

**PARCEL II:**

A non-exclusive easement for access as set forth in that certain Easement for Driveway by and between Craig Marketplace, LLC, a Nevada limited liability company and Craig 95, LLC, a Nevada limited liability company recorded July 17, 2007 in Book 20070717 as Instrument No. 0002824, Official Records, Clark County, Nevada.

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**EXHIBIT C**

**FORM OF DEED**

APN: \_\_\_\_\_

WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MAIL TAX BILL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE WITNESSETH, that **WELLS FARGO BANK, NATIONAL ASSOCIATION**, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_, all that real property situated in the County of Clark, State of Nevada, described as follows:

See Exhibit "A" attached hereto and by this reference incorporated herein

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

SUBJECT TO:

1. General and special taxes and assessments for the current fiscal year, not delinquent, and including the personal property taxes of any former owner, if any; and
2. Restrictions, conditions, reservations, rights, rights-of-way and easements now of record, if any, or any that actually exist on the property.

IN WITNESS WHEREOF, this instrument has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

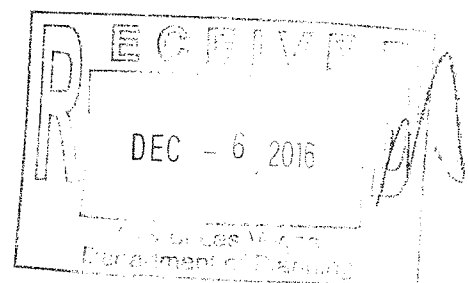
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

This instrument was acknowledged before me on \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

24588756.6

C-2



**EXHIBIT D**

**FORM OF BILL OF SALE**

**Bill Of Sale**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WELLS FARGO BANK, NATIONAL ASSOCIATION ("***Seller***"), does hereby grant, bargain, sell, transfer, convey, assign, and deliver unto [\_\_\_\_], a [\_\_\_\_] ("***Purchaser***"), all of Seller's right, title and interest (if any, none being warranted hereby, and to the extent legally assignable by Seller) in and to the furniture, furnishings, supplies, spare parts, machinery, equipment, tradenames, trademarks, intellectual property and all other personal property located on (and used in connection with) the operation of the certain real property described on Exhibit A attached hereto and by this reference herein incorporated (the "***Real Estate***"), and the improvements located thereon (the "***Improvements***"), including, without limitation, those items listed on Exhibit B attached hereto and by this reference herein incorporated, except for (a) personal property belonging to tenants under existing leases of the Improvements, and (b) any management software installed on the computers located at the Real Estate (collectively, the "***Personalty***").

To have and to hold the Personalty unto Purchaser, its successors and assigns forever.

**THE PERSONALTY IS HEREBY CONVEYED TO PURCHASER IN AN "AS IS," "WHERE IS," "WITH ALL FAULTS" CONDITION AND SELLER DOES NOT WARRANT, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES OF TRANSFER, QUALITY, FITNESS AND MERCHANTABILITY RELATING TO ANY OF THE PERSONALTY, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PERSONALTY OR THE FITNESS OF ANY OF THE PERSONALTY CONVEYED HEREBY FOR A PARTICULAR USE OR PURPOSE OR FOR PURCHASER'S INTENDED USE OR PURPOSE.** Further, Seller makes no representation or warranty with respect to the conveyance of any of the items assigned hereby, nor shall Seller be deemed in any event to be a warrantor, guarantor, or surety for the obligations of any maker of any warranties or guaranties assigned or conveyed hereunder. The Personalty conveyed hereby from Seller to Purchaser shall be without recourse to Seller.

[signature page follows]



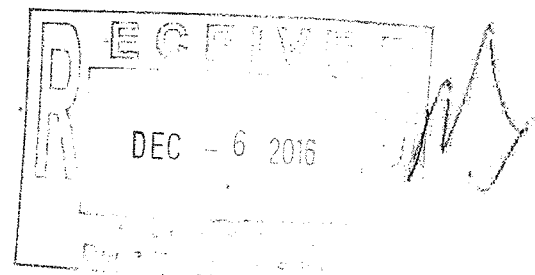
20 IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of \_\_\_\_\_  
"SELLER"

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

24588756.6

D-2



**EXHIBIT E**

**FORM OF ASSIGNMENT OF LEASES**

**Assignment and Assumption of Leases**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WELLS FARGO BANK, NATIONAL ASSOCIATION ("*Assignor*") does hereby transfer, assign and convey to [\_\_\_\_], a [\_\_\_\_] ("*Assignee*"), all of Assignor's right, title and interest in and to those certain tenant leases identified in the attached Exhibit B ("*Leases*"), which are in connection with the commercial retail improvements located at 7083 W. Craig Road, Las Vegas, Nevada and legally described in the attached Exhibit A.

Assignee hereby accepts the above assignment and assumes all obligations, liabilities, and claims arising out of or relating to the Leases accruing on and after the date hereof, and Assignee shall indemnify and hold Assignor harmless from and against any and all obligations, liabilities, and claims arising out of or relating to the Leases accruing on and after the date hereof.

**"ASSIGNOR"**

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"ASSIGNEE"**

[\_\_\_\_\_, a \_\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT F**

**FORM OF GENERAL ASSIGNMENT**

General Assignment

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Assignor**") does hereby transfer, assign and convey to [\_\_\_\_], a \_\_\_\_\_ ("**Assignee**"), all of Assignor's right, title and interest in and to the following in connection with certain real property located at 7083 W. Craig Road, Las Vegas, Nevada and legally described in the attached Exhibit A ("**Real Property**"), those certain improvements located on the Real Property, including commercial retail improvements ("**Improvements**"), and any personal property owned by Assignor and located on or in the Real Property or Improvements ("**Personal Property**"), which Real Property, Improvements and Personal Property are collectively referred to as the "**Property**":

1. To the extent assignable at no material cost to Assignor, any unexpired warranties in connection with the construction, installation, maintenance and repair of the Improvements and purchase of the Personal Property.

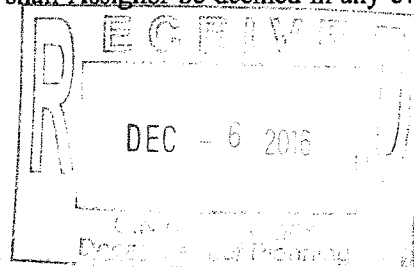
2. To the extent assignable at no material cost to Assignor, any management agreement, service or supply contracts, broker agreements for tenant leases, equipment leases and any other agreements with independent contractors relating to the management, operation and maintenance of the Improvements and Personal Property.

3. To the extent assignable at no material cost to Assignor, any rights of Assignor in and to all zoning and development entitlements, permits, licenses, approvals and authorizations granted in connection with the Real Property, and all plans, specifications, drawings, surveys and reports relating to the Property and Improvements to the extent that Assignor has the right and ability to convey such rights.

4. To the extent assignable at no material cost to Assignor, any rights of Assignor in any owners association in connection with the Property.

Assignee hereby accepts the above assignments and assumes all obligations and liabilities arising out of or relating to any of the above, accruing on and after the date hereof, and Assignee shall indemnify and hold Assignor harmless from and against any and all liabilities and obligations arising out of or relating to any of the above, accruing on and after the date hereof.

The property conveyed hereby is being conveyed without any warranty whatsoever by Assignor. Further, Assignor makes no representation or warranty with respect to the assignability of any of the items assigned hereby, nor shall Assignor be deemed in any event to



be a warrantor, guarantor, or surety for the obligations of any maker of any warranties or guaranties assigned hereunder. The assignment of the property conveyed hereby from Assignor to Assignee shall be without recourse to Assignor.

"ASSIGNOR"

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"ASSIGNEE"

[\_\_\_\_\_, a \_\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

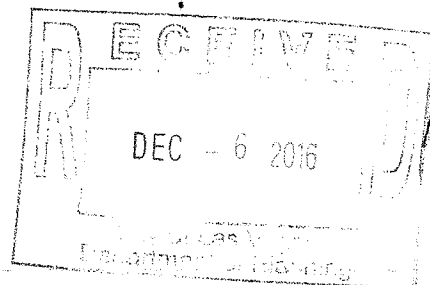
**EXHIBIT G**

**LIST OF TENANTS**

1. Tomdan/Koulax Enterprises, Inc., d.b.a. Tommy's Original World Famous Hamburgers
2. EZPawn Nevada, Inc.
3. The Lamar Companies

24588756.6

G-1



**EXHIBIT H**  
**DUE DILIGENCE MATERIALS**

- 1) Rent Roll**
  - a. Rent Roll dated 7-21-16
  
- 2) Financials**
  - a. Income Statement May 2016
  - b. Income Statement March 2016
  - c. Receivables Ledger through 5/16
  - d. Receivables Ledger through 3/16
  - e. 2015 General Ledger dated 1-27-16
  - f. Income Statement September 2015
  - g. 12 Month Rolling Operating Statement, 12 months ending September 2015
  - h. Balance Sheet - September 2015
  
- 3) Financial Reports**
  - a. March 2016 Monthly Financial Report
  - b. February 2016 Monthly Financial Report
  - c. December 2015 Monthly Financial Report
  - d. June 2015 Monthly Financial Report dated
  
- 4) Budget**
  - a. 2016 Budget
  - b. 2016-2017 Approved Budget
  - c. May-15 to Apr-16 Budget
  - d. 2015 Budget
  - e. Tax Allocation Budget
  
- 5) Estoppels**
  - a. EZ Pawn, Tommy's and Lamar Estoppels
  
- 6) Tax Bills**
  - a. 2016 Tax Information

**7) Leases and Addendums**

**Tommy's Burgers**

- a. Lease dated in 2008, executed 2-4-09
- b. First Amendment signed 6-23-10
- c. Second Amendment dated 12-14-12

**Billboard**

- a. Lease signed 7-29-03
- b. Asset Purchase Agreement signed 7-1-05
- c. Lease Addendum 10-15-10
- d. Letter from Lamar dated 1-29-10
- e. Letter from Mark S. Karris, LTD.
- f. Lamar payment history

**EZPAWN**

- a. Lease dated 7-25-08
- b. First Amendment dated 2009 - not signed
- c. Second Amendment dated 3-3-11

**8) Title Documents**

- a. Preliminary Title Report by Chicago Title dated 9-30-15

**9) 3rd Party Reports**

- a. Phase 1 by Ninyo & Moore dated 1-23-15
- b. Property Condition Report by AEI dated 1-22-15
- c. ADA Report by AEI dated 1-22-15

**10) Plans**

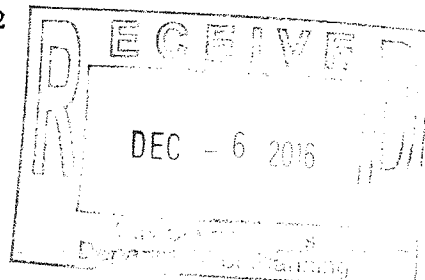
- a. Site Plan
- b. ALTA Survey by Bock & Clark dated 7-23-14
- c. Building Shell Construction Documents
- d. Gross vs. Rentable Square Feet Worksheet

**11) Service Contracts**

- a. TSI Security dated 7-28-15
- b. Simple Environmental Services dtd 7-1-14
- c. Statewide Fire Protection dated 6-3-15
- d. Western Monitoring dated 6-3-15
- e. Nevada Budget Maintenance(dayporter) dated 8-15-14

24588756.6

H-2



f. Nevada Budget Maintenance(landscape) dated 8-15-14

**12) Utilities**

- a. Utility Invoices 2-17-16
- b. Utility Invoices 2-2-16

A handwritten signature or set of initials, possibly 'MS', is located in the bottom right corner of the page.



Inst #: 20161107-0001223

Fees: \$19.00 N/C Fee: \$25.00

RPTT: \$765.00 Ex: #

11/07/2016 10:06:08 AM

Receipt #: 2922773

Requestor:

DRIGGS TITLE AGENCY INC.

Recorded By: BGN Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 140-07-514-001

RECORDING REQUESTED BY  
DRIGGS TITLE AGENCY, INC.  
WHEN RECORDED RETURN TO AND  
MAIL TAX BILL TO:

Brenda Mares-Mendoza  
3809 Steinbeck Drive  
Las Vegas, NV 89115

Escrow No. 16-09-109506MR

**GRANT, BARGAIN, SALE DEED**

THIS INDENTURE WITNESSETH:

That Christopher Penney, A single man and Soroya Bell, A single woman as joint tenants

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to

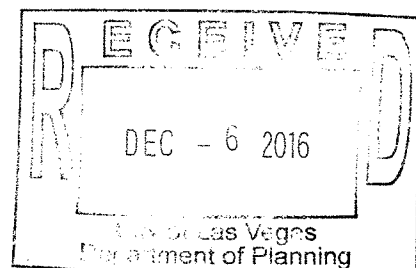
Brenda Mares-Mendoza, A single woman

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

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION.

SUBJECT TO:

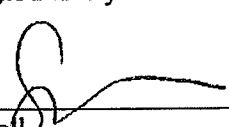
1. Taxes paid current, rights of way, reservations, restrictions, easements and conditions of record.



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

WITNESS my hand this 02 day of November, 2016.

  
\_\_\_\_\_  
Christopher Penney

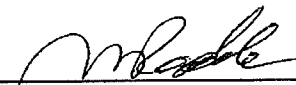
  
\_\_\_\_\_  
Soroya Bell

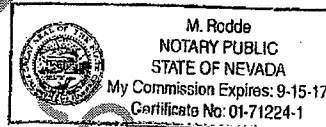
STATE OF NEVADA

COUNTY OF CLARK

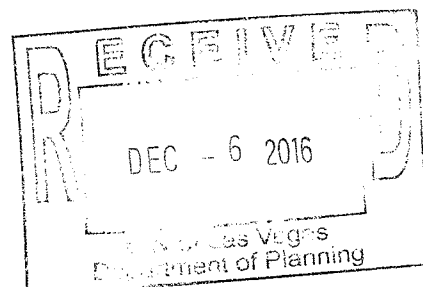
On this 3 day of Nov, 2016, personally appeared before me, a Notary Public in and for said County and State,  
Christopher Penney and Soroya Bell  
who acknowledged that They executed the above instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC in and for said County and State.



M. Rodde cert. # 01-71224-1 ex 9-15-17



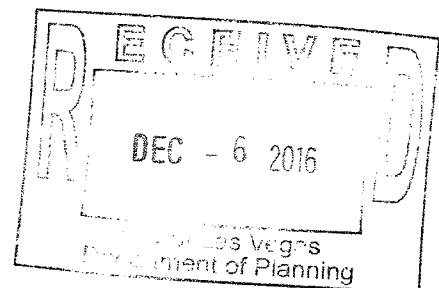
Escrow No.: 16-09-109506MR

APN: 140-07-514-001

**Exhibit "A"**

Lot One (1) in Block Five (5) of ALEXANDER VILLAS ESTATES TRACT 2, as shown by map thereof on file in Book 45 of Plats, Page 35, in the Office of the County Recorder of Clark County, Nevada.

ASSESSOR'S COPY



# STATE OF NEVADA DECLARATION OF VALUE

## 1. Assessor Parcel Number(s):

- a) 140-07-514-001
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

## FOR RECORDERS OPTIONAL USE ONLY

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

## 2. Type of Property:

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

## 3. a) Total Value/Sales Price of Property:

\$ 150,000.00

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

\$ .00

c) Transfer Tax Value:

\$ 150,000.00

d) Real Property Transfer Tax Due

\$ 765.00

## 4. If Exemption Claimed:

a) Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_

b) Explain Reason for Exemption: \_\_\_\_\_

## 5. Partial Interest: Percentage being transferred: 100%

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: Grantor

Signature: Brenda Mares Capacity: Grantee

## SELLER (GRANTOR) INFORMATION

Print Name: Christopher Penney

Address: 14360 Rios Canyon Rd #24

City: El Cajon

State: Ca Zip: 92021

## BUYER (GRANTEE) INFORMATION

Print Name: Brenda Mares-Mendoza

Address: 3809 Steinbeck Drive

City: Las Vegas

State: NV Zip: 89115

## COMPANY/PERSON REQUESTING RECORDING

Driggs Title Agency, Inc.

7900 West Sahara Avenue, Suite 150

Las Vegas, NV 89117-7920

Escrow No. 16-09-109506MR

Escrow Officer: Maria Rodde

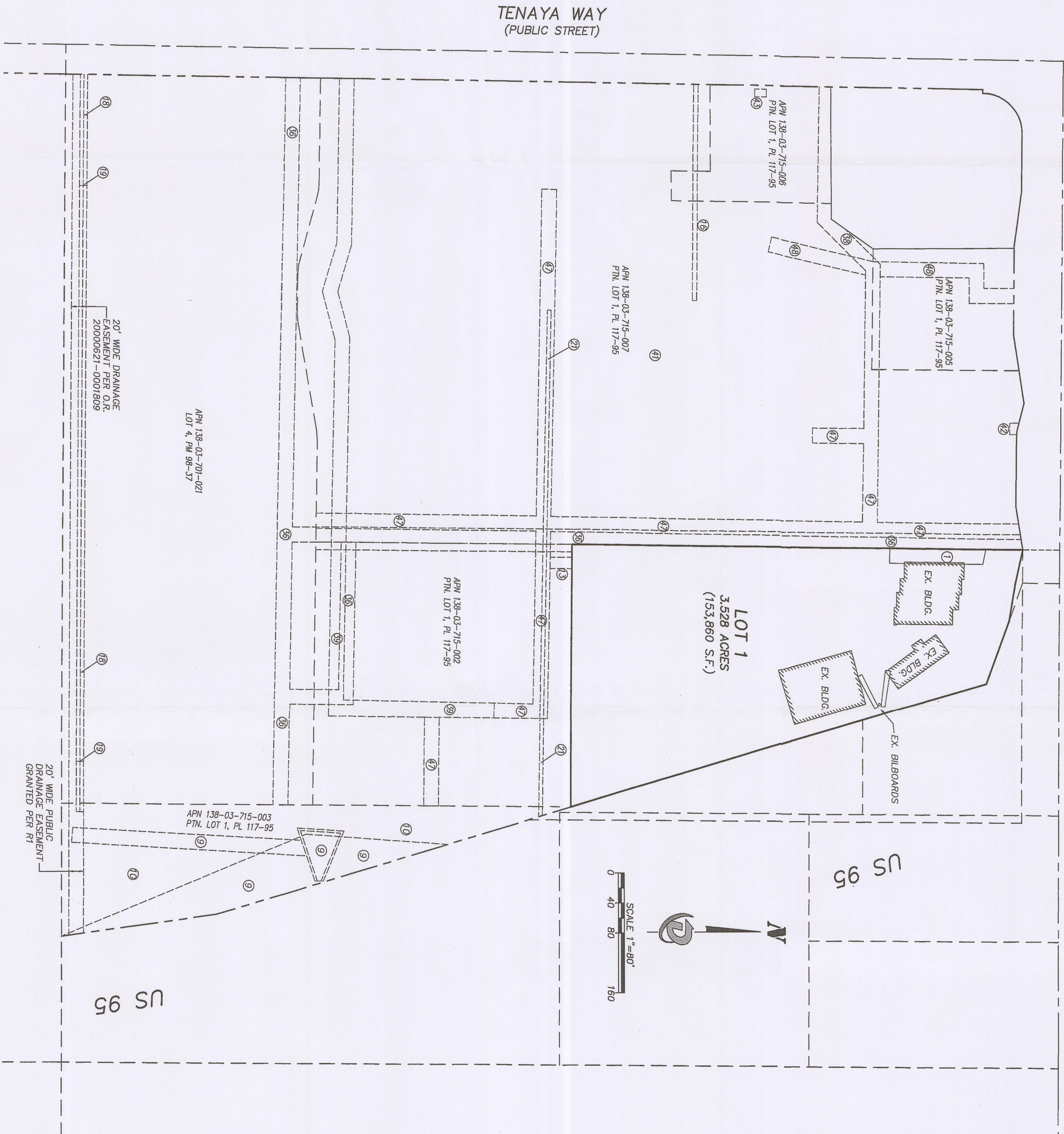
AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

DEC - 6 2016

Las Vegas  
Department of Planning



CRAIG ROAD  
(PUBLIC STREET—WIDTH VARIES)



FINAL MAP OF  
**CRAIG MARKET PLACE**  
(A COMMERCIAL SUBDIVISION)  
BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE  
SOUTHEAST QUARTER (SE 1/4) OF SECTION 3,  
TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.,  
CITY OF LAS VEGAS  
CLARK COUNTY, NEVADA

EASEMENTS:

- EASEMENTS SHOWN ON THE CRAIG MARKETPLACE FINAL MAP, RECORDED IN BOOK 117, PAGE 99 OF PLATS OF OFFICIAL RECORDS.
- ⑨ A DOCUMENT ENTITLED "PERPETUAL EASEMENT AGREEMENT" RECORDED JUNE 15, 2001 IN BOOK 20010615 AS INSTRUMENT NO. 01861 OF OFFICIAL RECORDS.
- ⑩ AN EASEMENT FOR PERPETUAL AVIATION FOR RIGHT OF FLIGHT, FOR THE PASSAGE OF AIRCRAFT IN THE AIRSPACE ABOVE THE SURFACE OF SAID PREMISES, TOGETHER WITH THE RIGHT TO CAUSE IN SAID AIR SPACE SUCH NOISE AS MAY BE INHERENT IN THE OPERATION OF AIRCRAFT, NOW KNOWN OR HEREFTER USED FOR NAVIGATION OF OR FLIGHT IN THE AIR, AS CONVEYED TO THE COUNTY OF CLARK, RECORDED MARCH 14, 2002 IN BOOK 20020314 AS INSTRUMENT NO. 01047 OF OFFICIAL RECORDS. (BLANKET TYPE)
- ⑪ A EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MARCH 25, 1983 IN BOOK 431 AS INSTRUMENT NO. 347849 OF OFFICIAL RECORDS. A DOCUMENT ENTITLED "PARTIAL EASEMENT AGREEMENT" RECORDED DECEMBER 15, 1981 IN BOOK 1499 AS INSTRUMENT NO. 191734 OF OFFICIAL RECORDS.
- ⑫ AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MAY 22, 1972 IN BOOK NO. 232 AS INSTRUMENT NO. 191734 OF OFFICIAL RECORDS.
- ⑬ GRANTED TO: NEVADA POWER COMPANY AND CENTRAL TELEPHONE COMPANY  
RELINQUISHED: THE PORTION OF CENTRAL TELEPHONE COMPANY BY DOCUMENT RE-RECORDED AUGUST 10, 2001 IN BOOK 20010810 AS INSTRUMENT NO. 00547.
- ⑭ AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MAY 18, 1979 IN BOOK NO. 889 AS INSTRUMENT NO. 848450 OF OFFICIAL RECORDS.
- ⑮ GRANTED TO: THE STATE OF NEVADA  
THE RIGHT, TITLE AND INTEREST OF THE STATE OF NEVADA UNDER EASEMENT WAS CONVEYED TO NEVADA POWER COMPANY, A NEVADA CORPORATION AND CENTRAL TELEPHONE COMPANY, A DELAWARE CORPORATION BY THAT CERTAIN QUITCLAIM DEED RECORDED OCTOBER 19, 1978 IN BOOK NO. 999 AS INSTRUMENT NO. 918062 OF OFFICIAL RECORDS.
- ⑯ AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 8, 1979 IN BOOK NO. 1007 AS INSTRUMENT NO. 968227 OF OFFICIAL RECORDS.
- ⑰ GRANTED TO: NEVADA POWER COMPANY AND CENTRAL TELEPHONE COMPANY  
INSTRUMENT NO. 1458885 OF OFFICIAL RECORDS.
- ⑱ GRANTED TO: NEVADA POWER COMPANY AND CENTRAL TELEPHONE COMPANY BY DOCUMENT RE-RECORDED AUGUST 10, 2001 IN BOOK NO. 20010810 AS INSTRUMENT NO. 00547.
- ⑲ PROVISIONS, RECITED ON THE DEDICATION STATEMENT ON THE PARCEL MAP RECORDED JUNE 21, 2000 IN BOOK NO. 20000821 AS INSTRUMENT NO. 01809 OF OFFICIAL RECORDS, IN FILE 98, PAGE 37 OF PARCEL MAPS.
- ⑳ COVENANTS, CONDITIONS AND RESTRICTIONS IN A DECLARATION OF RESERVED EASEMENTS FOR ACCESS AND UTILITIES RECORDED JUNE 28, 2001 IN BOOK NO. 20000628 AS INSTRUMENT NO. 00449 OF OFFICIAL RECORDS.
- ㉑ AN EASEMENT FOR SEWER LINES AN INCIDENTAL PURPOSES, RECORDED JANUARY 11, 2001, IN BOOK NO. 20010111 AS INSTRUMENT NO. 00552 OF OFFICIAL RECORDS.
- ㉒ GRANTED TO: THE CITY OF LAS VEGAS  
AN EASEMENT FOR SEWER LINES AN INCIDENTAL PURPOSES, RECORDED JANUARY 11, 2001, IN BOOK NO. 20010111 AS INSTRUMENT NO. 00553 OF OFFICIAL RECORDS.
- ㉓ GRANTED TO: THE CITY OF LAS VEGAS  
AN EASEMENT FOR WATER PIPELINES AN INCIDENTAL PURPOSES, RECORDED MARCH 29, 2001, IN BOOK NO. 20010329 AS INSTRUMENT NO. 01278 OF OFFICIAL RECORDS.
- ㉔ AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED APRIL 27, 2001 IN BOOK NO. 20010427 AS INSTRUMENT NO. 01453 OF OFFICIAL RECORDS.
- ㉕ GRANTED TO: NEVADA POWER COMPANY AND CENTRAL TELEPHONE COMPANY  
AN EASEMENT AND RIGHT-OF-WAY FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, RENEWEL, RECONSTRUCTION, AN REMOVAL OF PIPELINES FOR CONDUCTING WATER WITH THE RIGHT OF INGRESS AND EGRESS, AS CONVEYED TO THE LAS VEGAS VALLEY WATER DISTRICT, A COAS-MUNICIPAL CORPORATION, BY AN INSTRUMENT RECORDED JUNE 4, 2001, IN BOOK 20010604 AS INSTRUMENT NO. 01919 OF OFFICIAL RECORDS.
- ㉖ AN EASEMENT AND RIGHT-OF-WAY FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, RENEWEL, RECONSTRUCTION, AN REMOVAL OF PIPELINES FOR CONDUCTING WATER WITH THE RIGHT OF INGRESS AND EGRESS, AS CONVEYED TO THE LAS VEGAS VALLEY WATER DISTRICT, A COAS-MUNICIPAL CORPORATION, BY AN INSTRUMENT RECORDED JUNE 4, 2001, IN BOOK 20010604 AS INSTRUMENT NO. 01920 OF OFFICIAL RECORDS.
- ㉗ AN EASEMENT FOR SEWER LINES AN INCIDENTAL PURPOSES, RECORDED OCTOBER 10, 2001, IN BOOK NO. 20010101 AS INSTRUMENT NO. 00420 OF OFFICIAL RECORDS.
- ㉘ GRANTED TO: THE CITY OF LAS VEGAS  
AN EASEMENT FOR SEWER LINES AN INCIDENTAL PURPOSES, RECORDED FEBRUARY 21, 2002, IN BOOK NO. 20020221 AS INSTRUMENT NO. 01548 OF OFFICIAL RECORDS.
- ㉙ GRANTED TO: THE CITY OF LAS VEGAS  
AN EASEMENT FOR SEWER LINES AN INCIDENTAL PURPOSES, RECORDED FEBRUARY 21, 2002, IN BOOK NO. 20020221 AS INSTRUMENT NO. 01549 OF OFFICIAL RECORDS.
- ㉚ GRANTED TO: THE CITY OF LAS VEGAS  
EASEMENTS AS SHOWN AND/OR DEDICATED UPON THE FINAL MAP OF CRAIG MARKETPLACE, ON FILE IN BOOK 108 OF PLATS, PAGE 6, OF OFFICIAL RECORDS.
- ㉛ AN EASEMENT FOR 10 FT. "NO BUILD" EASEMENT ON THE WEST 10 FEET OF THE SUBJECT PROPERTY AN INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED JUNE 7th 2002 IN BOOK 20020607 AS INSTRUMENT NO. 00499 OF OFFICIAL RECORDS.
- ㉜ AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES THEREIN AND INCIDENTAL PURPOSES THEREIN, IN FAVOR OF CITY OF LAS VEGAS, FOR DRAINAGE PURPOSES, RECORDED DECEMBER 18, 2008, IN BOOK 20081218 AS DOCUMENT NO. 01531 OF OFFICIAL RECORDS.

REFERENCE MAPS AND DOCUMENTS:

- R1-BOOK 117 OF PLATS, PAGE 99  
R2-FILE 82 OF PARCEL MAPS, PAGE 61  
R3-FILE 120 OF SURVEYS, PAGE 99  
R4-FILE 120 OF SURVEYS, PAGE 74  
R5-FILE 128 OF SURVEYS, PAGE 74  
R6-FILE 140 OF SURVEYS, PAGE 81  
R7-FILE 151 OF SURVEYS, PAGE 74  
R8-GRANT, BARGAIN, SALE DEED O.R. 20150331-002708

LEGEND:

- CENTERLINE  
----- SUBJECT PROPERTY  
----- RIGHT-OF-WAY LINE  
----- SECTION LINE  
----- ONE QUARTER SECTION LINE  
----- 1/16, 1/32 AND 1/64 SECTION LINE ADJOINING  
----- ADJOINING PROPERTY LINES  
----- EASEMENT LINE



6140 BRENT THURMAN WAY, SUITE 230  
LAS VEGAS, NEVADA 89148  
(O) 702.823.0815 (F) 702.933.9030  
www.diamondbacklandsurveying.com

DRAWN BY: 11/9/2016 RC JOB NUMBER: 11/9/2016 SCALE: 1"=200'  
CHECKED BY: 11/14/2016 PAGE 3 OF 3



City of Las Vegas  
Department of Planning



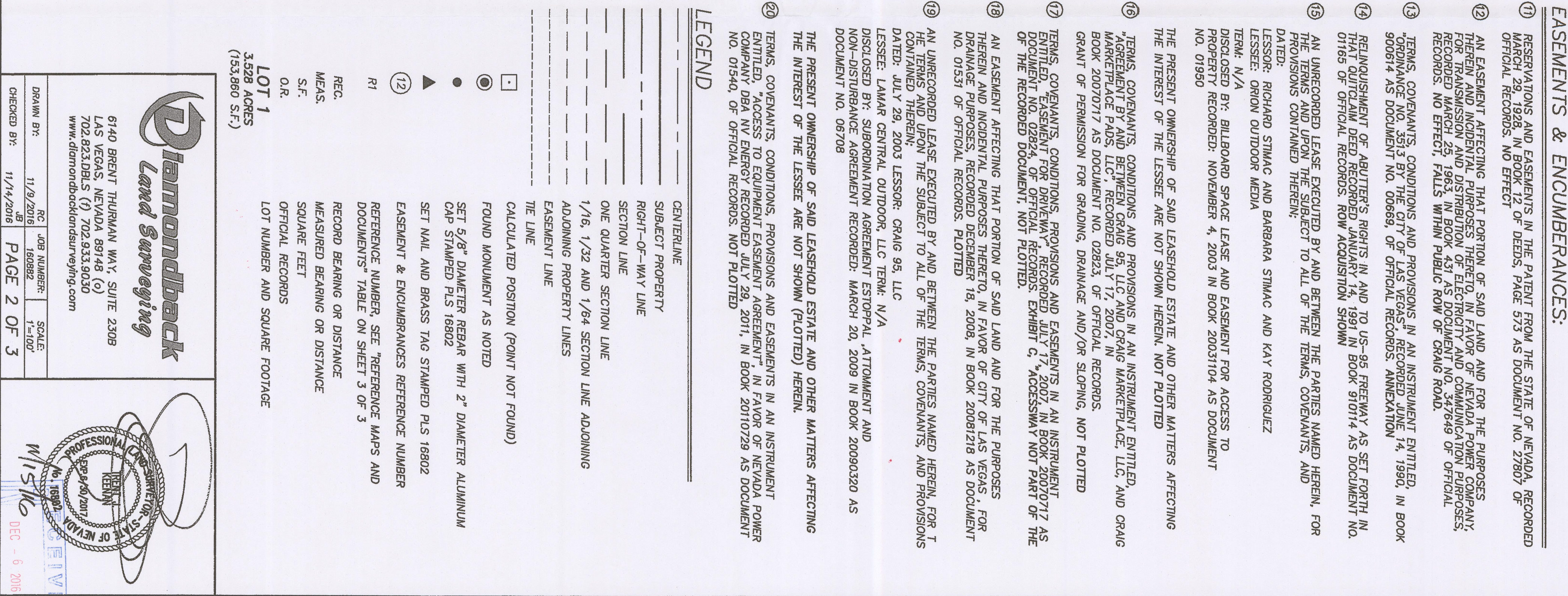
BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 3,  
TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.,  
CITY OF LAS VEGAS  
CLARK COUNTY, NEVADA

**EASEMENTS & ENCUMBRANCES:**

(1) RESERVATIONS AND EASEMENTS IN THE PATENT FROM THE STATE OF NEVADA, RECORDED MARCH 29, 1988, IN BOOK 12 OF DEEDS, PAGE 573 AS DOCUMENT NO. 27807 OF OFFICIAL RECORDS, NOT EFFECT.

(2) AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES THEREIN AND INCIDENTAL PURPOSES HERETO, IN FAVOR OF NEVADA POWER COMPANY, RECORDED IN INSTRUMENT NO. 25,638, IN BOOK 25 OF DEEDS, PAGE 40, DATED NOVEMBER 25, 1980, IN FAVOR OF NEVADA POWER COMPANY, AND CARRYING OVER THE REMAINDER OF OFFICIAL RECORDS, NO EFFECT, FALLS WITHIN PUBLIC ROW OF CRAIG ROAD.

(3) TERMS, COVENANTS, CONDITIONS, AND PROVISIONS IN AN INSTRUMENT ENTITLED "RECORDING ACT," BY AND BETWEEN THE STATE OF NEVADA AND THE UNITED STATES OF AMERICA, AS DOCUMENT NO. 00669, OF OFFICIAL RECORDS, INSTRUMENT NO. 900814 IN BOOK 3 OF DEEDS, PAGE 17, DATED JANUARY 4, 1980, IN BOOK





OWNER'S CERTIFICATE OF DEDICATION

WE WELLS FARGO BANK, NATIONAL ASSOCIATION, DO HEREBY CERTIFY THAT WE ARE THE OWNER OF THE "FINAL MAP OF LAND WHICH IS SHOWN UPON THE PLAT OF "FINAL MAP OF CRAIG MARKET PLACE", A COMMERCIAL SUBDIVISION, DO HEREBY CONSENT AND DOES HEREBY CONSENT TO THE PREPARATION AND RECONODATION OF THIS PLAT, AND DO HEREBY -OFFERS AND DEDICATE TO THE CITY OF LAS VEGAS ALL STREETS (EXCEPT PRIVATE STREETS) AND OTHER PUBLIC RIGHTS-OF-WAY AN PLACES INDICATED AND OUTLINED HEREON, FOR THE USE OF THE PUBLIC AND -GRANT TO THE CITY OF LAS VEGAS THE EASEMENTS AS INDICATED AND OUTLINED HEREON FOR THE USE OF THE PUBLIC.

FURTHERMORE, THE UNDERSIGNED OWNERS DO HEREBY GRANT AND CONVEY TO NEVADA POWER COMPANY d/b/a NV ENERGY, CENTRAL TELEPHONE COMPANY d/b/a CENTURYLINK, SOUTHWEST GAS CORPORATION, LAS VEGAS VALLEY WATER DISTRICT, AND COX COMMUNICATIONS, LAS VEGAS INC., JUNITLY AND SEVERALLY, AND TO THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT WITHIN THE AREA SHOWN HEREON AS PRIVATE STREETS, COMMON AREAS AND ALL AREAS NOT OCCUPIED BY A BUILDING FOR THE CONSTRUCTION, MAINTENANCE, OPERATION, FINAL REMOVAL, AND/OR ABANDONMENT OF STREETS LIGHTS IF ANY, AND FIRE HYDRANTS, UNDERGROUND POWER, TELEPHONE, GAS, WATER AND CABLE TELEVISION LINES AND APPURTENANCES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FROM THESE EASEMENTS.

FURTHER, THE UNDERSIGNED OWNERS HEREBY GRANTS AND CONVEYS TO THE CITY OF LAS VEGAS AND TO ITS SUCCESSORS AND ASSIGNS A 5 FOOT WIDE EASEMENT ADJACENT TO ALL PROPERTY LINES WHERE LOTS OR COMMON AREAS ABUT PUBLIC STREETS FOR THE PURPOSES OF PLACING PUBLIC FIRE HYDRANTS A PUBLIC STREET LIGHTS AND AN ADDITIONAL EASEMENT FOR UP TO TWO FEET IN RADIUS FROM EACH FIRE HYDRANT AND STREET LIGHT, TO EXTEND BEYOND THE FIVE FOOT EASEMENT IF NECESSARY, TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS FOR THESE EASEMENTS.

ACKNOWLEDGMENT

STATE OF NEVADA } SS  
COUNTY OF CLARK }

THIS INSTRUMENT WAS ACKNOWLEDGE BEFORE ME ON November 17, 2016,  
BY Nelson J. Trester AS Owner  
Doni A. Walker

NOTARY PUBLIC  
MY APPOINTMENT EXPIRES: 3/24/18



UTILITY AGENCY AND APPROVALS

WE THE HEREIN NAMED UTILITY COMPANIES AND AGENCIES, APPROVE THE GRANT OF THE DESIGNATED EASEMENTS.

|                                             |      |
|---------------------------------------------|------|
| LAS VEGAS VALLEY WATER DISTRICT             | DATE |
| SOUTHWEST GAS CORPORATION                   | DATE |
| NEVADA POWER COMPANY d/b/a NV ENERGY        | DATE |
| CENTRAL TELEPHONE COMPANY d/b/a CENTURYLINK | DATE |
| COX COMMUNICATIONS LAS VEGAS, INC.          | DATE |

LAS VEGAS VALLEY WATER DISTRICT NOTE

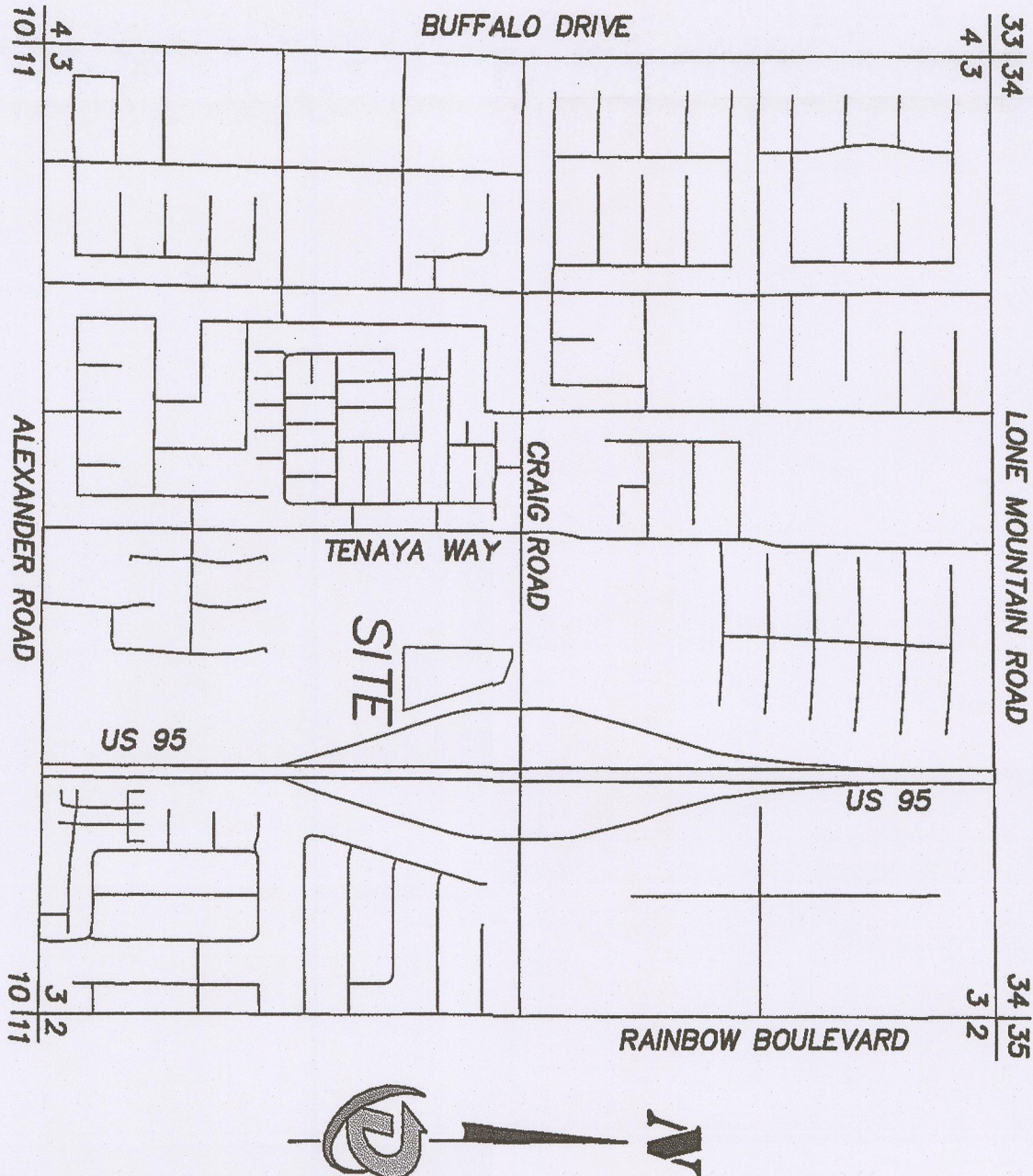
RECORDATION OF THIS SUBDIVISION MAP WILL ESTABLISH A LIMITED WATER COMMITMENT FROM THE LAS VEGAS VALLEY WATER DISTRICT AS FOLLOWS:

LOT/BLOCK 1  
ACRE-FEET/EAER 1.00

MAINTENANCE WORK ON FACILITIES LOCATED WITHIN UTILITY EASEMENTS GRANTED BY THIS MAP AND OWNER AND/OR OPERATED BY THE UTILITIES (FRANCHISE AND MUNICIPAL) MAY INCLUDE THE PLACEMENT OF AN ASPHALT OR CONCRETE PATCH AS APPLICABLE. NO EFFORT WILL BE MADE TO REPLACE OR MATCH ANY DECORATIVE SURFACE, LANDSCAPE FEATURE, OR ANY OTHER IMPROVEMENTS DISTURBED AS A RESULT OF THE MAINTENANCE ACTIVITIES OF THE UTILITIES OR THEIR AUTHORIZED REPRESENTATIVES.

FINAL MAP OF  
CRAIG MARKET PLACE  
(A COMMERCIAL SUBDIVISION)

BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF  
THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 3,  
TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.,  
CITY OF LAS VEGAS  
CLARK COUNTY, NEVADA



LEGAL DESCRIPTION AS SHOWN IN TRUSTEE'S DEED UPON  
SALE AS INSTRUMENT NO. 20150331-0002708

PARCEL 1:

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.B. & M., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE LEFT OR WESTERLY RIGHT-OF-WAY LINE OF US 95, RAINBOW EXPRESSWAY, AT A POINT 649.80 FEET LEFT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "C" 772-37.89 PLOT (PROJECT 87-106-06-2(1c)) SAID POINT BEING FURTHER DESCRIBED AS BEARING SOUTH 89°02'12" WEST, A DISTANCE OF 1999.42 FEET FROM THE EAST QUARTER CORNER OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.B. & M.; THENCE SOUTH 69°44'50" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 143.05 FEET TO A POINT; THENCE SOUTH 16°09'22" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 586.10 FEET TO A POINT; THENCE NORTH 89°31'50" WEST, A DISTANCE OF 350.21 FEET TO A POINT; THENCE NORTH 00°46'26" EAST, A DISTANCE OF 660.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 3; THENCE SOUTH 89°31'50" EAST, ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) A DISTANCE OF 34.40 FEET TO A POINT; THENCE SOUTH 00°41'40" WEST, A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 89°31'50" EAST, A DISTANCE OF 10.18 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM PORTION CONVEYED TO COUNTY OF CLARK BY A DEED RECORDED OCTOBER 12, 1983 IN BOOK 1818 DOCUMENT NO. 1777274, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

FURTHER EXCEPTING THEREFROM ANY PORTION CONVEYED TO THE STATE OF NEVADA BY A DEED RECORDED JANUARY 14, 1991 IN BOOK 910114 AS DOCUMENT NO. 01165, OFFICIAL RECORDS, CLARK COUNTY, NEVADA. ABOVE METES AND BOUNDS LEGAL DESCRIPTION PREVIOUSLY APPEARED IN DOCUMENT RECORDED JULY 13, 2005 IN BOOK 20050713 AS INSTRUMENT NO. 05190 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR ACCESS AS SET FORTH IN THAT CERTAIN EASEMENT FOR DRIVEWAY BY AND BETWEEN CRAIG MARKETPLACE, LLC, A NEVADA LIMITED LIABILITY COMPANY AND CRAIG 95, LLC, A NEVADA LIMITED LIABILITY COMPANY, RECORDED JULY 17, 2007 IN BOOK 20070717 INSTRUMENT NO. 02824 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA

CONTAINING 3.528 ACRES (153,680 S.F.), MORE OR LESS.

SUBDIVISION GUARANTEE

PER SEPARATE DOCUMENT RECORDED AS INSTRUMENT NO. \_\_\_\_\_

BASIS OF BEARINGS

SEE SHEET 2 OF 3 FOR BASIS OF BEARINGS.

OVERALL LOT COUNT

TOTAL LOT CREATED PER THIS PLAT: 1

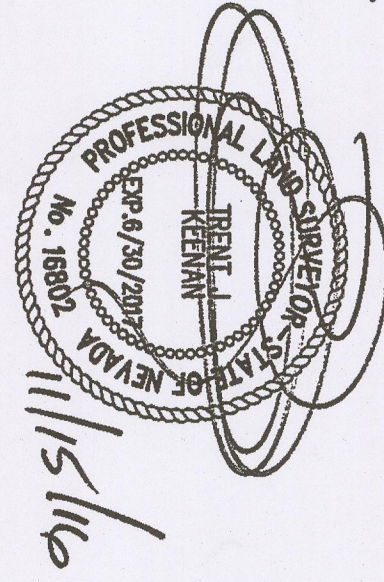
REFERENCES

SEE SHEET 3 OF 3 FOR REFERENCE DATA.

SURVEYOR'S CERTIFICATE

1. TRENT J. KEEMAN, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT: THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF WELLS FARGO BANK, NATIONAL ASSOCIATION.
2. THE LANDS SURVEYED LIE WITHIN NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON NOVEMBER 10, 2016.
3. THIS PLAT COMPLES WITH THE APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

TRENT J. KEEMAN, PLS  
NEVADA CERTIFICATE NO. 16802



CITY SURVEYOR'S CERTIFICATE

I, ALAN R. BIEGL, CITY SURVEYOR OF THE CITY OF LAS VEGAS, HEREBY CERTIFY THAT I HAVE EXAMINED THE FINAL MAP "CRAIG MARKET PLACE", A COMMERCIAL SUBDIVISION AND AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

ALAN R. BIEGL, PLS  
CITY SURVEYOR  
CITY OF LAS VEGAS, NEVADA  
NEVADA CERTIFICATE NO. 12489

CERTIFICATE OF DIRECTOR OF PLANNING **APPROVAL**

I CERTIFY THAT THAT THIS FINAL MAP SUBSTANTIALLY COMPLES WITH THE TENTATIVE MAP AN APPROVED ALTERATIONS HERETO, THAT THE MAP COMPLES WITH APPLICABLE STATUTORY AND ORDINANCE PROVISIONS AND THE PARCELS HEREIN WERE ACCEPTED FOR DEDICATION BY THE DIRECTOR OF PLANNING DEVELOPMENT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

THOMAS A. PERRIGO  
DIRECTOR OF PLANNING  
CITY OF LAS VEGAS, NEVADA

DISTRICT BOARD OF HEALTH CERTIFICATE

THIS FINAL MAP IS APPROVED BY THE SOUTHERN NEVADA HEALTH DISTRICT. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY FACILITIES AND IS PREDICATED UPON PLANS FOR A PUBLIC WATER SUPPLY AND A COMMUNITY SYSTEM FOR DISPOSAL OF SEWAGE.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
FOR THE SOUTHERN NEVADA HEALTH DISTRICT

DIVISION OF WATER RESOURCES

THIS FINAL MAP IS APPROVED BY THE DIVISION OF WATER RESOURCES OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY SUBJECT TO THE REVIEW OF APPROVAL ON FILE IN THIS OFFICE.

JOHN GULLORY, P.E.  
FOR THE DIVISION OF WATER RESOURCES  
DATE \_\_\_\_\_

COUNTY RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE INDEX. N.R.S. 278.5695

**Tap-66454 (PRO-66100)**

**by TC at 12-13-16**

**FMP-67844**

FINAL MAP OF  
**CRAIG MARKET PLACE**  
(A COMMERCIAL SUBDIVISION)  
BEING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.,  
CITY OF LAS VEGAS  
CLARK COUNTY, NEVADA

BRANK BY: 11/20/2016  
CHECKED BY: 11/14/2016  
JOB NUMBER: N/A  
SCALE: N/A  
PAGE 1 OF 3



6140 BRENT THURMAN WAY, SUITE 2308  
LAS VEGAS, NEVADA 89148 (C)  
702.823.0815 (F) 702.813.9030  
www.diamondbacklandsurveying.com

CLARK COUNTY, NEVADA RECORDS  
DEBBIE COMWAY, RECORDER  
FEE: \_\_\_\_\_ DEPUTY \_\_\_\_\_

**Thanking Copy**