

LINE	BEARING	LENGTH
L1	N29°04'07"E	127.61
L2	N41°58'34"E	31.93
L3	S27°37'35"W	94.59
L4	N87°41'47"W	84.31
L5	N27°40'55"E	6.83
L6	N29°04'07"E	43.34
L7	N29°04'07"E	84.27
L8	N20°45'56"W	108.42
L9	S12°58'23"W	60.70
L10	N29°04'07"E	43.13
L11	S62°22'25"E	41.75
L12	N88°08'55"E	10.88
L13	N62°37'13"W	78.68
L14	N88°08'55"E	72.47
L15	N27°22'47"E	16.73
L16	S04°01'23"E	0.54
L17	S04°01'23"E	1.04
L18	N63°22'07"E	9.74
L20	S53°28'23"W	13.71
L21	S49°49'50"W	16.93
L22	N89°42'32"E	120.03
L23	N00°17'30"W	20.00
L24	N63°14'05"E	42.44
L25	N11°25'41"E	62.92
L26	N67°33'44"E	98.36
L27	N54°57'15"E	70.45
L28	N52°17'09"E	44.72
L29	S04°01'23"E	61.48
L30	S04°01'23"E	36.81
L31	S04°01'23"E	24.67
L32	S68°35'53"W	32.75

LINE	BEARING
R1	N72°43'04"W
R2	N53°55'36"E
R3	N49°50'58"E

CURVE	DELTA	RADIUS	LENGTH
C2	12°54'27"	564.00	127.06
C3	05°46'34"	1000.00	100.81
C4	35°42'22"	99.22	61.83
C5	28°58'16"	100.00	50.56
C6	33°26'21"	100.00	58.36
C7	29°54'12"	222.25	115.99
C8	17°58'27"	89.41	28.05
C9	02°43'26"	2018.55	95.96
C10	07°04'42"	2018.55	249.37
C11	30°00'02"	478.34	250.46
C12	14°27'31"	478.34	120.71
C13	15°32'31"	478.34	129.75
C14	03°15'14"	4000.00	227.16
C15	05°55'37"	4000.00	413.77
C16	48°23'31"	100.00	84.46
C17	03°14'24"	2048.55	115.85
C18	91°25'32"	15.00	23.94
C19	00°36'23"	3960.00	41.90
C20	01°37'23"	1988.55	56.33
C21	88°25'08"	15.00	23.15
C22	16°26'09"	43.49	12.48
C23	83°00'43"	73.30	106.20
C24	62°07'20"	12.50	13.55
C25	35°14'45"	40.50	24.91
C26	00°50'23"	3950.00	57.89
C27	22°11'40"	337.07	130.57
C28	26°22'54"	337.07	155.20
C29	04°04'37"	337.07	23.99
C30	33°46'13"	193.27	113.92
C31	32°27'39"	150.00	84.98

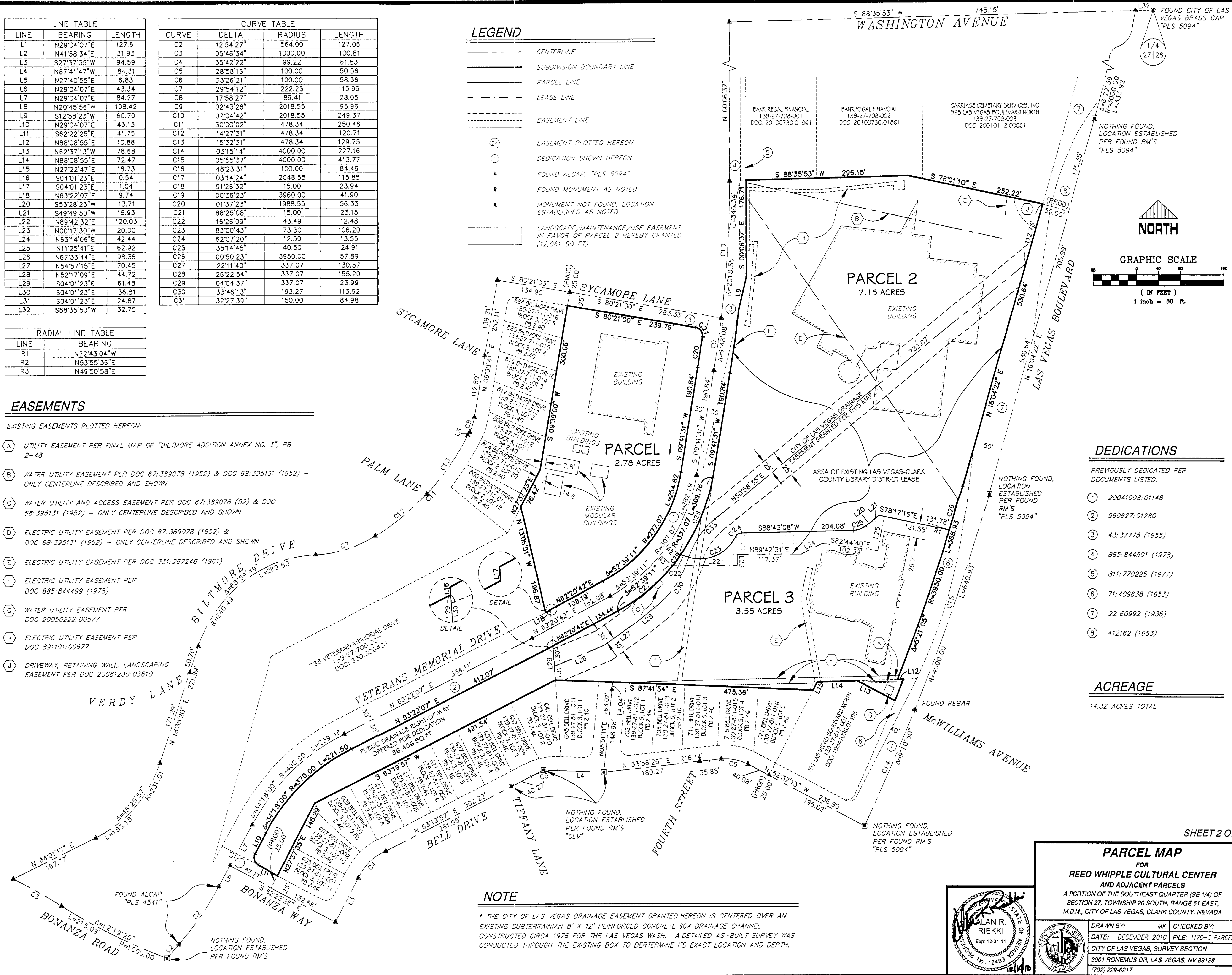
LEGEND

- CENTERLINE
- SUBDIVISION BOUNDARY LINE
- PARCEL LINE
- LEASE LINE
- EASEMENT LINE
- (24) EASEMENT PLOTTED HEREON
- (1) DEDICATION SHOWN HEREON
- ▲ FOUND ALCAP, "PLS 5094"
- FOUND MONUMENT AS NOTED
- MONUMENT NOT FOUND, LOCATION ESTABLISHED AS NOTED
- LANDSCAPE/MAINTENANCE/USE EASEMENT IN FAVOR OF PARCEL 2 HEREBY GRANTED (12,051 SQ FT)

EASEMENTS

EXISTING EASEMENTS PLOTTED HEREON:

- (A) UTILITY EASEMENT PER FINAL MAP OF "BILTMORE ADDITION ANNEX NO. 3", PB 2-48
- (B) WATER UTILITY EASEMENT PER DOC 67.389078 (1952) & DOC 68.395131 (1952) - ONLY CENTERLINE DESCRIBED AND SHOWN
- (C) WATER UTILITY AND ACCESS EASEMENT PER DOC 67.389078 (52) & DOC 68.395131 (1952) - ONLY CENTERLINE DESCRIBED AND SHOWN
- (D) ELECTRIC UTILITY EASEMENT PER DOC 67.389078 (1952) & DOC 68.395131 (1952) - ONLY CENTERLINE DESCRIBED AND SHOWN
- (E) ELECTRIC UTILITY EASEMENT PER DOC 331.267248 (1961)
- (F) ELECTRIC UTILITY EASEMENT PER DOC 885.844499 (1978)
- (G) WATER UTILITY EASEMENT PER DOC 20050222.00577
- (H) ELECTRIC UTILITY EASEMENT PER DOC 891101.00677
- (J) DRIVEWAY, RETAINING WALL, LANDSCAPING EASEMENT PER DOC 20081230.03810



DEDICATIONS

PREVIOUSLY DEDICATED PER DOCUMENTS LISTED:

- (1) 20041008.01148
- (2) 960627.01280
- (3) 43.37775 (1955)
- (4) 885.844501 (1978)
- (5) 811.770225 (1977)
- (6) 71.409638 (1953)
- (7) 22.60992 (1936)
- (8) 412162 (1953)

ACREAGE

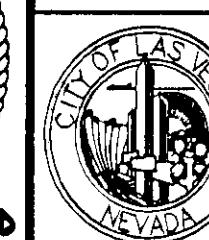
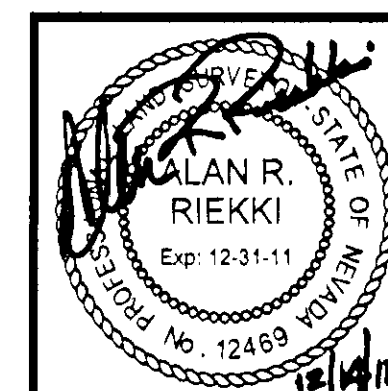
14.32 ACRES TOTAL

SHEET 2 OF 2

PARCEL MAP

FOR
REED WHIPPLE CULTURAL CENTER
AND ADJACENT PARCELS
A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF
SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST,
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

DRAWN BY: MK CHECKED BY: ARR
DATE: DECEMBER 2010 FILE: 1176-3 PARCEL MAP
CITY OF LAS VEGAS, SURVEY SECTION
3001 IONEMUS DR, LAS VEGAS, NV 89128
(702) 229-6217



NOTE

* THE CITY OF LAS VEGAS DRAINAGE EASEMENT GRANTED HEREON IS CENTERED OVER AN EXISTING SUBTERRANEAN 8" X 12" REINFORCED CONCRETE BOX DRAINAGE CHANNEL CONSTRUCTED CIRCA 1976 FOR THE LAS VEGAS WASH. A DETAILED AS-BUILT SURVEY WAS CONDUCTED THROUGH THE EXISTING BOX TO DETERMINE ITS EXACT LOCATION AND DEPTH.

PARCEL MAP
FOR
REED WHIPPLE CULTURAL CENTER
AND ADJACENT PARCELS

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH,
RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

OWNER'S CERTIFICATE

THE CITY OF LAS VEGAS, NEVADA, A MUNICIPAL CORPORATION, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PARCEL OF LAND WHICH IS SHOWN HEREON, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP, HAVE CAUSED THE LAND TO BE SURVEYED AND PLATTED INTO PARCELS, AND DOES HEREBY OFFER AND DEDICATE TO THE CITY OF LAS VEGAS ALL THE STREETS (EXCEPT PRIVATE STREETS) AND THE OTHER PUBLIC RIGHTS-OF-WAY AND PLACES AS INDICATED AND OUTLINED HEREON, FOR THE USE OF THE PUBLIC, AND GRANTS TO THE CITY OF LAS VEGAS THE EASEMENTS, AS INDICATED AND OUTLINED HEREON, FOR THE USE OF THE PUBLIC.

FURTHER, THE UNDERSIGNED OWNER HEREBY GRANTS AND CONVEYS TO THE CITY OF LAS VEGAS AND TO ITS SUCCESSORS AND ASSIGNS A FIVE-FOOT WIDE EASEMENT ADJACENT TO ALL PROPERTY LINES WHERE LOTS OR COMMON AREAS ABUT PUBLIC STREETS FOR PURPOSES OF PLACING PUBLIC FIRE HYDRANTS, PUBLIC STREETLIGHTS, TRAFFIC SIGNALS, CONDUITS AND APPURTENANCES, AND AN ADDITIONAL EASEMENT OF UP TO TWO FEET IN RADIUS FROM EACH FIRE HYDRANT, STREETLIGHT, TRAFFIC SIGNAL, CONDUIT AND APPURTENANCE, TO EXTEND BEYOND THE FIVE FOOT EASEMENT IF NECESSARY, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM THESE EASEMENTS.

DATED THIS ____ DAY OF _____, 2011.

OSCAR B. GOODMAN
MAYOR
CITY OF LAS VEGAS

DATE

ATTESTED BY:

BEVERLY K. BRIDGES
CITY CLERK
CITY OF LAS VEGAS

DATE

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEVADA }
COUNTY OF CLARK } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 2011 BY OSCAR B. GOODMAN, AS MAYOR OF THE CITY OF LAS VEGAS, AND BEVERLY K. BRIDGES, AS CITY CLERK OF THE CITY OF LAS VEGAS.

NOTARY PUBLIC IN AND FOR CLARK CO., NEVADA

DATE

MY COMMISSION EXPIRES _____

BASIS OF BEARINGS

N 88°35'53" E, BEING THE CENTERLINE BEARING OF WASHINGTON AVENUE, BETWEEN VETERANS MEMORIAL DRIVE AND LAS VEGAS BOULEVARD, AS SHOWN ON A RECORD OF SURVEY IN FILE 133, PAGE 37 OF SURVEYS, OFFICIAL RECORDS, CLARK COUNTY, NEVADA

RECORDER'S NOTE

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

VICINITY MAP

NOT TO SCALE



REFERENCE MAPS

FINAL MAP 2-33	RECORD OF SURVEY 29-79
FINAL MAP 2-40	RECORD OF SURVEY 37-48
FINAL MAP 2-46	RECORD OF SURVEY 46-10
FINAL MAP 2-48	RECORD OF SURVEY 55-6
PARCEL MAP 99-68	RECORD OF SURVEY 66-53
RECORD OF SURVEY 11-46	RECORD OF SURVEY 92-13
RECORD OF SURVEY 13-31	RECORD OF SURVEY 113-50
RECORD OF SURVEY 14-59	RECORD OF SURVEY 133-37
RECORD OF SURVEY 19-21	RECORD OF SURVEY 155-81

CITY OF LAS VEGAS ENGINEERING DRAWING NO. 115-334A
CITY OF LAS VEGAS ENGINEERING DRAWING NO. 115-359
CITY OF LAS VEGAS ENGINEERING DRAWING NO. 115-382
CITY OF LAS VEGAS ENGINEERING DRAWING NO. 115-413

REFERENCE DOCUMENTS

3F, 229-230 (10/17/1902)	412162 (08/24/1953)	1530:1489332 (03/10/1982)
3F, 268-269 (11/30/1902)	17:16239 (07/26/1954)	1670:1629181 (01/06/1983)
3F, 270-271 (11/30/1902)	23:21524 (09/30/1954)	2101:2060385 (04/26/1985)
U, 222-226 (12/08/1902)	23:21524 (09/30/1954)	860718:00175
1:05717 (10/08/1913)	23:21526 (09/30/1954)	860908:00504
10:48220 (03/07/1933)	43:37775 (03/03/1955)	891101:00677
22:60992 (04/08/1936)	331:267248 (12/04/1961)	891101:00677
29:129398 (12/31/1941)	380:306401 (08/14/1962)	900103:00447
16:129399 (12/31/1941)	576:463912 (10/09/1964)	910211:00910
32:159987 (01/23/1943)	921:739438 (12/31/1968)	941026:01495
50:262847 (08/20/1947)	33:25875 (05/15/1970)	960627:01280
55:278086 (02/16/1948)	146:116759 (07/27/1971)	961115:02147
55:278086 (02/16/1948)	218:177965 (03/29/1972)	970415:01437
55:278084 (02/18/1948)	262:221493 (09/08/1972)	20010112:00661
67:389078 (08/14/1952)	553:512015 (09/16/1975)	20041008:01148
67:389078 (08/14/1952)	811:770225 (11/15/1977)	20050222:00577
68:395131 (11/18/1952)	811:770226 (11/15/1977)	20050329:01553
71:409638 (07/24/1953)	885:844499 (05/10/1978)	20081230:03810
71:409638 (07/24/1953)	885:844501 (05/10/1978)	20091006:02709
		20100730:01861

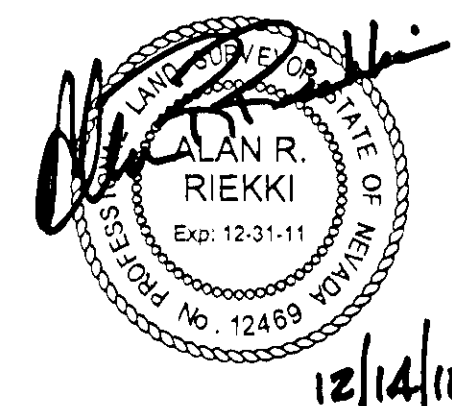
SURVEYOR'S CERTIFICATE

I, ALAN R. RIEKKI, 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 THE CITY OF LAS VEGAS, NEVADA, A MUNICIPAL CORPORATION.
- THE LANDS SURVEYED LIE WITHIN SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON DECEMBER 3, 2010.
- THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE LOCAL GOVERNMENT GAVE ITS FINAL APPROVAL.
- THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

DATED THIS 14TH DAY OF DECEMBER, 2010.

ALAN R. RIEKKI P.L.S.
NEVADA CERTIFICATE NO. 12469
EXPIRATION DATE 12/31/2011



CERTIFICATE OF CITY ENGINEER

I, DAVID BOWERS, ACTING CITY ENGINEER OF THE CITY OF LAS VEGAS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PARCEL MAP AND AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DAVID BOWERS, P.E. 16736
ACTING CITY ENGINEER
CITY OF LAS VEGAS

DATE

CERTIFICATE OF DIRECTOR OF PLANNING AND DEVELOPMENT

I CERTIFY THAT THIS PARCEL MAP WAS APPROVED AND THE PARCELS HEREIN WERE ACCEPTED FOR DEDICATION BY THE DIRECTOR OF PLANNING AND DEVELOPMENT ON THIS ____ DAY OF _____, 2011.

M. MARGO WHEELER, AICP
DIRECTOR OF PLANNING AND DEVELOPMENT
CITY OF LAS VEGAS

DATE

SHEET 1 OF 2

PARCEL MAP FOR REED WHIPPLE CULTURAL CENTER AND ADJACENT PARCELS A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA		INSTRUMENT NO. _____ FILED AT THE REQUEST OF: THE CITY OF LAS VEGAS DATE _____ AT _____ FILE _____ PAGE _____ OF PARCEL MAPS OFFICIAL RECORDS BOOK NO. _____ CLARK COUNTY, NEVADA DEBBIE CONWAY, RECORDER FEE _____ DEPUTY _____
	DRAWN BY: MK DATE: DECEMBER 2010 CITY OF LAS VEGAS, SURVEY SECTION 3001 RONEMUS DR, LAS VEGAS, NV 89128 (702) 229-6217	CHECKED BY: ARR FILE: 1176-3 PARCEL MAP

Memorandum Planning and Development

To: Alan Riecki

From: Steve Gebeke, Planning Supervisor

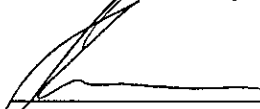
Date: 01/31/11

Re: PMP-40559 Reed Whipple Cultural Center & Adjacent Parcels

The Planning and Development Department staff has administratively approved your request for technical review of the subject parcel map, subject to the changes and corrections noted as follows:

1. Enter the parcel file number "PMP-40559" above the signature block in the lower right-hand corner.
2. Revise the signature line of the Certificate of Director of Planning and Development to:
Flinn Fagg, AICP
Acting Director of Planning and Development
City of Las Vegas

You need not submit a revised map prior to Mylar map submittal, provided these changes are incorporated. If you have any questions concerning these changes, please contact me.



Steve Gebeke, AICP
Planning Supervisor

Pc: Alan Riecki, City Surveyor

Memorandum

City of Las Vegas
Department of Public Works
Development Coordination

To: Alan Riecki, City Surveyor
From: Bart Anderson, Manager, Development Coordination, Department of Public Works *BA*
CC: Nancy Almanzan, Right-of-Way; Tom Hayes, Land Development; O. C. White, Traffic Engineering; Doug Rankin, Planning and Development
Date: January 10, 2011
Re: **PMP-40559** Reed Whipple Cultural Center 741 Veteran's Memorial Dr, 821 & 833 Las Vegas Blvd. No.
Request for a Parcel Map Technical Review

CONDITIONS OF APPROVAL:

1. Provide "PMP-40559" on Sheet 1 above the recording information.
2. Show and label the existing 10-foot public sewer easement granted by document #48220 (1933). Grant additional easement width for a total of 20-feet for this easement.
3. Grant 20-foot public sewer easements over all public sewer mains shown on CLV drawing #307-V507A. Additionally, grant a private sewer easement on parcel 3 in favor of parcel 2 in a location to accommodate the existing private sewer lateral as shown on CLV drawing #513-35G.
4. Prior to the recordation of this parcel map, all requirements must be complied with or such future compliance must be guaranteed by an approved performance security method(s) in accordance with City of Las Vegas Municipal Code Sections 18.14.020 and 18.14.030.
5. These conditions of approval are valid only for a period of one year. The City of Las Vegas reserves the right to modify or add conditions of approval if this parcel map is not recorded within one year of the date of this memo. Construction plans approved subsequently are valid only for a one year period following the date of this memo unless Public Works allows the plans to be valid for a longer period of time.



Memorandum

Department of Public Works
City Engineer Division
Survey Section

Phone (702) 229-6217

Fax (702) 804-8582

www.lasvegasnevada.gov

To: ALAN R RIEKKI PLS
CITY OF LAS VEGAS

From: **Alan R. Riekk, PLS**
City Surveyor

CC: **Nathan Goldberg**
Planning and Development

Date: January 07, 2011

RE:

40559 PARCEL MAP

REED WHIPPLE CULTURAL CENTER AND ADJACENT
PARCELS

Attached is a redlined drawing delineating comments from Survey review. THE REDLINED PRINT MUST BE RETURNED TO SURVEY ALONG WITH A CORRECTED DRAWING FOR APPROVAL.

PLEASE NOTE: These comments are for Survey review only. Please do not submit the mylar to Land Development, Public Works Department, until the map is also in compliance with the comments from Public Works noting the conditions of approval.

COMMENTS:

424165 SURVEY

Please revise the name of the Acting City Engineer to David Bowers, P.E., PTOE certificate #16736

Please revise the name of the Acting Director of Planning and Development to Flinn Fagg, AICP

Please show monumentation set between Parcels 2 and 3, as marked

Please correct the prod at the northeast corner of Parcel 2

Please correct miscellaneous errors, typos, or omissions as shown on the redlines.

**CITY OF LAS VEGAS
REQUEST FOR COMMENTS**

DEVELOPMENT SERVICES CENTER CASE PLANNING DIVISION	DATE 12/23/10						
TO: <table style="width: 100%;"><tr><td style="width: 50%;">SO.NEVADA HEALTH DISTRICT</td><td style="width: 50%;">DANIEL LaRUBIO JR.</td></tr><tr><td>FIRE PREVENTION</td><td>OZZIE MIRKHAH</td></tr><tr><td>FIRE SERVICES\COMMUNICATIONS</td><td>SHARON OZUNA</td></tr></table>		SO.NEVADA HEALTH DISTRICT	DANIEL LaRUBIO JR.	FIRE PREVENTION	OZZIE MIRKHAH	FIRE SERVICES\COMMUNICATIONS	SHARON OZUNA
SO.NEVADA HEALTH DISTRICT	DANIEL LaRUBIO JR.						
FIRE PREVENTION	OZZIE MIRKHAH						
FIRE SERVICES\COMMUNICATIONS	SHARON OZUNA						
<table style="width: 100%;"><tr><td style="width: 30%;">SUBJECT</td><td>PARCEL MAP – PMP-40559</td></tr><tr><td></td><td>PMP-40559 - REED WHIPPLE CULTURAL CENTER AND ADJACENT PARCELS - PARCEL MAP - OWNER/APPLICANT: CITY OF LAS VEGAS - Request for a technical review of a Parcel Map of approximately 14.32 acres located approximately 300 feet south of Palomino Lane and 200 feet east of Campbell Drive (APNs 139-32-405-008, 009, 011 and 012), R-E (Residence Estates), Ward 1 (Tarkanian).</td></tr></table>		SUBJECT	PARCEL MAP – PMP-40559		PMP-40559 - REED WHIPPLE CULTURAL CENTER AND ADJACENT PARCELS - PARCEL MAP - OWNER/APPLICANT: CITY OF LAS VEGAS - Request for a technical review of a Parcel Map of approximately 14.32 acres located approximately 300 feet south of Palomino Lane and 200 feet east of Campbell Drive (APNs 139-32-405-008, 009, 011 and 012), R-E (Residence Estates), Ward 1 (Tarkanian).		
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	PMP-40559 - REED WHIPPLE CULTURAL CENTER AND ADJACENT PARCELS - PARCEL MAP - OWNER/APPLICANT: CITY OF LAS VEGAS - Request for a technical review of a Parcel Map of approximately 14.32 acres located approximately 300 feet south of Palomino Lane and 200 feet east of Campbell Drive (APNs 139-32-405-008, 009, 011 and 012), R-E (Residence Estates), Ward 1 (Tarkanian).						

STEVE GEBEKE, AICP, PLANNING SUPERVISOR

DEVELOPMENT SERVICES CENTER,
CASE PLANNING DIVISION
731 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101

RETURN COMMENTS ON OR BEFORE - JANUARY 5, 2011

ATTACHMENT: MAP

**INTEROFFICE MEMORANDUM
REQUEST FOR COMMENTS**

DEVELOPMENT SERVICES CENTER CASE PLANNING DIVISION	DATE 12/23/10												
TO: <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top;">DEVELOPMENT COORDINATION FLOOD CONTROL RIGHT-OF-WAY SANITARY SEWERS</td><td style="width: 50%; vertical-align: top;">ROGER BAILEY ALBERT SUNG MARY WULFF JOE PENA</td></tr><tr><td style="vertical-align: top;">ELECTRICAL SERVICES</td><td style="vertical-align: top;">REBECCA WHITLOCK</td></tr><tr><td style="vertical-align: top;">LAND DEVELOPMENT</td><td style="vertical-align: top;">DAVID GUERRA</td></tr><tr><td style="vertical-align: top;">SURVEY</td><td style="vertical-align: top;">ALAN R. RIEKKI</td></tr><tr><td style="vertical-align: top;">SPECIAL IMPROVEMENT DISTRICT 420 NORTH 4TH ST.</td><td style="vertical-align: top;">PATRICK MURPHY</td></tr><tr><td style="vertical-align: top;">TRAFFIC ENGINEERING</td><td style="vertical-align: top;">RICK SCHRODER</td></tr></table>		DEVELOPMENT COORDINATION FLOOD CONTROL RIGHT-OF-WAY SANITARY SEWERS	ROGER BAILEY ALBERT SUNG MARY WULFF JOE PENA	ELECTRICAL SERVICES	REBECCA WHITLOCK	LAND DEVELOPMENT	DAVID GUERRA	SURVEY	ALAN R. RIEKKI	SPECIAL IMPROVEMENT DISTRICT 420 NORTH 4TH ST.	PATRICK MURPHY	TRAFFIC ENGINEERING	RICK SCHRODER
DEVELOPMENT COORDINATION FLOOD CONTROL RIGHT-OF-WAY SANITARY SEWERS	ROGER BAILEY ALBERT SUNG MARY WULFF JOE PENA												
ELECTRICAL SERVICES	REBECCA WHITLOCK												
LAND DEVELOPMENT	DAVID GUERRA												
SURVEY	ALAN R. RIEKKI												
SPECIAL IMPROVEMENT DISTRICT 420 NORTH 4TH ST.	PATRICK MURPHY												
TRAFFIC ENGINEERING	RICK SCHRODER												
SUBJECT PARCEL MAP – PMP-40559 PMP-40559 - REED WHIPPLE CULTURAL CENTER AND ADJACENT PARCELS - PARCEL MAP - OWNER/APPLICANT: CITY OF LAS VEGAS - Request for a technical review of a Parcel Map of approximately 14.32 acres located approximately 300 feet south of Palomino Lane and 200 feet east of Campbell Drive (APNs 139-32-405-008, 009, 011 and 012), R-E (Residence Estates), Ward 1 (Tarkanian).													

PLEASE RETURN ANY COMMENTS TO:

ROGER BAILEY, SR. ENGINEERING TECHNICIAN
ENGINEERING/PLANNING DIVISION
DEPARTMENT OF PUBLIC WORKS

RETURN COMMENTS ON OR BEFORE - JANUARY 5, 2011

ATTACHMENTS: APPLICATION, DEED & MAP

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Parcel Map
 Project Address (Location) 741 Veterans Memorial Dr. 821 & 833 N. Las Vegas Blvd
 Project Name Reed Whipple Cultural Center - Parcel Map Proposed Use N/A
 Assessor's Parcel #(s) 139-27-708-013, -014, -016 Ward # 5
 General Plan: existing MXU/RE proposed N/A Zoning: existing C-2/C-V proposed N/A
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 14.32 Lots/Units 3 Density _____
 Additional Information 3-Lot Parcel Map

PROPERTY OWNER City of Las Vegas Contact Elizabeth N. Fretwell
 Address 400 Stewart Ave Phone: 229-6501 Fax: _____
 City Las Vegas State NV Zip 89101
 E-mail Address _____

APPLICANT Same as Above Contact _____
 Address _____ Phone: _____ Fax: _____
 City _____ State _____ Zip _____
 E-mail Address _____

REPRESENTATIVE _____ Contact _____
 Address _____ Phone: _____ Fax: _____
 City _____ State _____ Zip _____
 E-mail Address _____

Property Owner Signature* Elizabeth Fretwell

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

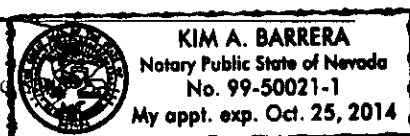
Print Name Elizabeth Fretwell

Subscribed and sworn before me

This 21 day of December, 20 10

Kim A. Barrera

Notary Public in and for said County and



FOR DEPARTMENT USE ONLY

Case #	<u>PMP - 40559</u>
Meeting Date:	_____
Total Fee:	<u>\$300</u>
Date Received:*	<u>12-28-10</u>
Received By:	<u>[Signature]</u>

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



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: _____ APN: 139-27-708-013, -014, -016

Name of Property Owner: City of Las Vegas

Name of Applicant: Elizabeth N. Fretwell

Name of Representative: N/A

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN: _____

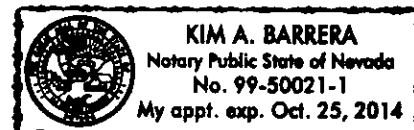
Signature of Property Owner:

Elizabeth N. Fretwell
Print Name: Elizabeth N. Fretwell

Subscribed and sworn before me

This 21 day of December, 2010

Kim A. Barrera
Notary Public in and for said County and State





PLANNING & DEVELOPMENT DEPARTMENT

PARCEL MAP CHECKLIST

A. PLEASE COMPLETE THE FOLLOWING:

1. Does the land front on a public (dedicated) street? ✓ Yes No
2. List the names of public access streets between this property and the nearest major streets: NONE
3. Describe the existing improvements and/or condition of streets in item #2 above: FULLY IMPROVED
4. Describe how water service will be provided to this land. If water service is to be provided by a public agency, indicate the agency name and location of nearest existing waterline: LVVWD ON SITE
5. Will property be serviced by the City Sanitary Sewer System? ✓ Yes No
6. Is immediate development proposed on the parcels of land to be created: Yes ✓ No
If yes, on which Parcel (#1, #2, etc.)?
If yes, indicate type of development and anticipated date construction will commence:

PARCEL MAP CONTENTS

- ☒ Certificate of ownership and easement dedication, dedicating easements, alleys, streets, highways or other public rights-of-way as shown on the map.
- ☒ Certificate of land surveyor, signed and sealed by a professional land surveyor who is responsible for the survey.
- ☒ All monuments found, set, reset, replaced or removed, describing kind, size and location, and other data relating thereto.
- ☒ Bearing witness monuments, basis of bearings, bearing and length of lines and scale of map.
- ☒ Name and legal description of tract in which survey is located and ties to adjoining tracts.
- ☒ Existing easements granted or dedications made within one hundred fifty (150) feet of the parcel boundaries.
- ☒ Street names, location and width of existing and proposed rights-of-way to serve as access for the parcels, up to a minimum of one hundred fifty (150) feet from boundary of proposed division, and access streets connecting development to existing dedicated streets.
- ☒ Existing and proposed street names.
- ☒ Survey analysis sufficient to delineate boundary controlling monuments.
- ☒ Assessor's Parcel Number of all adjoining properties.
- ☒ A legend to denote the meaning of all symbols utilized.

NOTE: A parcel map approved by the City of Las Vegas is not in effect until such time as it is officially recorded by the County Recorder's Office. Only after this has been done and one copy of the recorded map has been filed with the Department of Planning and Development will building permits be issued.

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 100 200 400 600 800

ASSESSOR'S PARCELS - CLARK CO., NV.

MAP LEGEND

- PARCEL BOUNDARY
- SUB BOUNDARY
- P.M.D. BOUNDARY
- ROAD EASEMENT
- MATCH / LEADER LINE
- HISTORIC LOT LINE
- HISTORIC SUB BOUNDARY
- HISTORIC P.M.D. BOUNDARY
- SECTION LINE
- CONDOMINIUM UNIT
- AIR SPACE PCL
- RIGHT OF WAY PCL
- SUB-SURFACE PCL

001 ROAD PARCEL NUMBER
001 PARCEL NUMBER
1.00 ACREAGE
202 PARCEL SUB/SEQ NUMBER
P9 24-45 PLAT RECORDING NUMBER
5 9LDCX NUMBER
5 LDT NUMBER
GL5 GOV. LOT NUMBER

T20S R61E

125	124	123
138	139	140
163	162	161

SEC 27

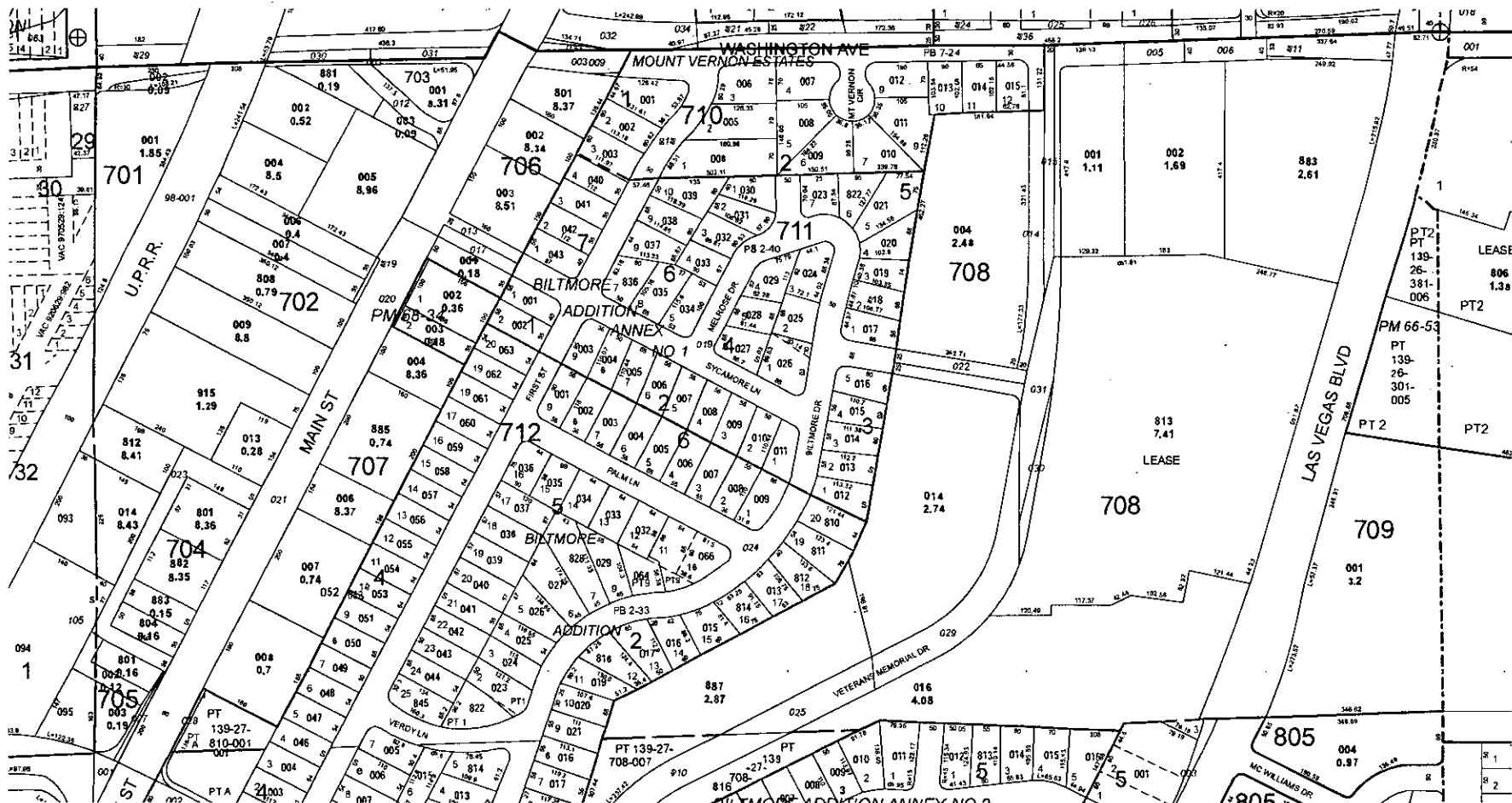
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7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30

MAP N 2 SE 4

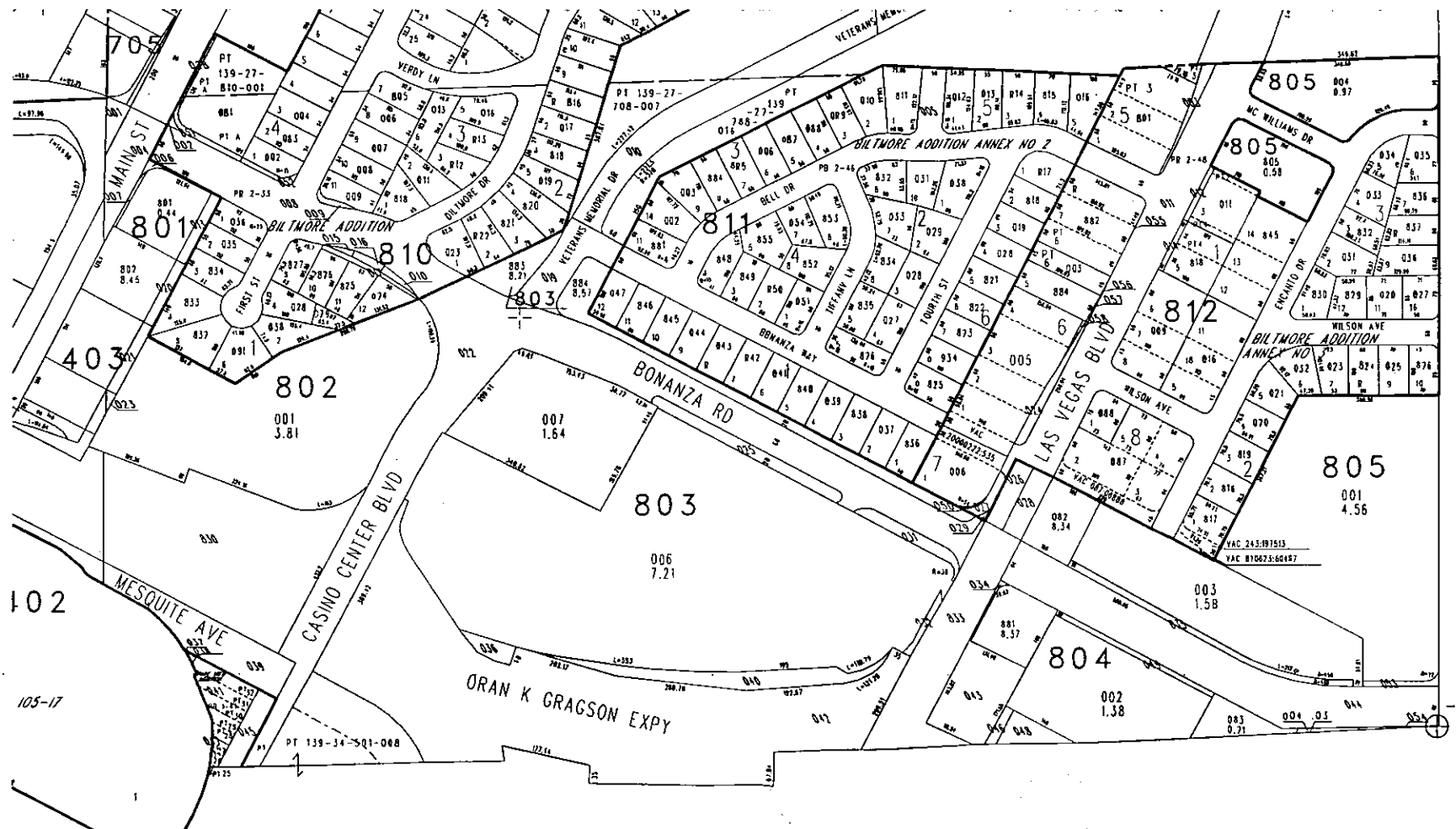
8	4	8	4
S	1	5	1
8	2	6	2
7	3	7	3
6	4	8	6
S	1	5	1

139-27-7

Scale: 1" = 200' Rev: 10/07/2010



NOTES	This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.		AVERAGE OL VALUE 45		ASSESSOR'S PARCELS - CLARK CO., NV. M. W. Schofield, Assessor		T20S R61E		27		S 2 SE 4		139-27-8																																																																					
	This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.		MAP LEGEND		PARCEL BOUNDARY 001 SUBD BOUNDARY 202 ROAD EASEMENT PR 25-45 PM/LD BOUNDARY 5 NON-PARCEL LOT LINE 5 WATCH LINE / LEADER LINE 5 ROAD ID NUMBER GL5		PARCEL NUMBER ACREAGE PARCEL SUB/SED NUMBER PLAT RECORDING NUMBER BLOCK NUMBER LOT NUMBER GOV. LOT NUMBER		<table border="1"> <tr> <th>R60E</th> <th>R61E</th> <th>R62E</th> </tr> <tr> <td>125</td> <td>124</td> <td>123</td> </tr> <tr> <td>130</td> <td>139</td> <td>148</td> </tr> <tr> <td>163</td> <td>162</td> <td>161</td> </tr> </table>		R60E	R61E	R62E	125	124	123	130	139	148	163	162	161	<table border="1"> <tr> <th>4</th> <th>5</th> <th>6</th> <th>7</th> <th>8</th> </tr> <tr> <td>2</td> <td>4</td> <td>6</td> <td>10</td> <td>12</td> </tr> <tr> <td>10</td> <td>17</td> <td>16</td> <td>15</td> <td>14</td> </tr> <tr> <td>19</td> <td>28</td> <td>21</td> <td>22</td> <td>23</td> </tr> <tr> <td>29</td> <td>29</td> <td>28</td> <td>27</td> <td>26</td> </tr> <tr> <td>31</td> <td>32</td> <td>33</td> <td>34</td> <td>35</td> </tr> </table>		4	5	6	7	8	2	4	6	10	12	10	17	16	15	14	19	28	21	22	23	29	29	28	27	26	31	32	33	34	35	<table border="1"> <tr> <th>8</th> <th>4</th> <th>8</th> <th>4</th> </tr> <tr> <td>5</td> <td>1</td> <td>5</td> <td>1</td> </tr> <tr> <td>6</td> <td>2</td> <td>6</td> <td>2</td> </tr> <tr> <td>7</td> <td>3</td> <td>7</td> <td>3</td> </tr> <tr> <td>8</td> <td>4</td> <td>8</td> <td>4</td> </tr> <tr> <td>5</td> <td>1</td> <td>5</td> <td>1</td> </tr> </table>		8	4	8	4	5	1	5	1	6	2	6	2	7	3	7	3	8	4	8	4	5	1	5	1		
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CORPORATION GRANT, BARGAIN, SALE DEED

THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, A UTAH CORPORATION SOLE, in consideration of \$10.00 and other good and valuable consideration, does hereby Grant, Bargain Sell and Convey to THE CITY OF LAS VEGAS, NEVADA, A MUNICIPAL CORPORATION, all that real property located in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

A certain tract or parcel of land lying and being situate in the City of Las Vegas, County of Clark, State of Nevada, and being a portion of the Southeast Quarter (SE 1/4) of Section 27, Township 20 South, Range 61 East, M.D.M., and a portion of Lot 3 in Block 5 of BILTMORE ADDITION ANNEX No. 3, as shown by map thereof on file in Book 2 of Plats, Page 48, in the Office of the County Recorder of Clark County, Nevada, and being described as a whole as follows:

COMMENCING at the point of intersection of the Easterly line of North Main Street, as said street formerly existed eighty (80) feet in width, with the North Line of the Southeast Quarter (SE 1/4) of said Section 27, said point of intersection being marked by a concrete monument; thence Easterly along said North line, 1009.41 feet more or less to a concrete monument at the Northwest corner of that certain 4.0 acre parcel of land known as the Stewart Burial Plot, described in that certain deed to W. A. CLARK, recorded December 8, 1902, in Book U, Pages 222 to 226 of Real Estate Deeds, Records of Lincoln County, Nevada; thence Southerly along the Westerly line of said parcel of land 417.4 feet to a concrete monument set at the Southwest corner of said parcel of land; thence North 88°49'22" East along the Southerly line of said parcel of land 10.32 feet to the Northeast corner of that certain parcel of land described in the deed to the City of Las Vegas, recorded March 3, 1955 as Document No. 37775 of Official Records of Clark County, Nevada, said Northeast corner being the TRUE POINT OF BEGINNING; thence South 00°06'41" West along the East line of said last described parcel a distance of 176.71 feet to an angle point in said East line; thence continuing along said East line South 13°11'36" West a distance of 353.76 feet to a point in the West line of that certain parcel of land conveyed to the Presiding Bishopric of the Church of Jesus Christ of Latter Day Saints by deed recorded August 14, 1952, as Document No. 389078 of Clark County, Nevada Records; thence South 00°06'31" West along said West line a distance of 393.81 feet to the Southwest corner of said last mentioned parcel;

thence North 88°23'26" East along the South line of said last mentioned parcel a distance of 280.91 feet to a point in a line that is parallel with and distant 80.00 feet Northeasterly, measured along Las Vegas Boulevard, from the Southwesterly line of Lot 3, Block 5 of Biltmore Addition Annex No.3 as shown by map thereof on file in Book 2 of Plats, Page 48 in the office of the County Recorder of Clark County, Nevada; thence South 62°24'39" East along said parallel line a distance of 79.18 feet to a point in the left or Westerly forty (40) foot right of way line of State Highway Route 6B, said Westerly line being described in that certain deed to the State of Nevada recorded July 24, 1953, as Document No. 409638 of Clark County, Nevada Records; thence from a tangent at said point which bears North 22°12'25" East, Northeasterly along said Westerly line, being a curve to the left, concave Northwesterly, having a radius of 3960.00 feet, through a central angle of 00°36'34", an arc distance of 42.12 feet to a point in the North boundary of said Lot 3; thence South 88°23'26" West along said North boundary a distance of 10.88 feet to the intersection of the left or Westerly fifty (50) foot right of way line of State Highway Route 6B with the South line of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 27, said last mentioned Westerly line being described in the deed to the State of Nevada recorded September 30, 1954, as Document No. 21524 of Official Records of Clark County, Nevada; thence from a tangent at said point which bears North 21°39'35" East, Northeasterly along said Westerly line, being a curve to the left, concave Northwesterly, having a radius of 3950.00 feet, through a central angle of 5°21'09", an arc distance of 369.00 feet; thence continuing along said Westerly line North 16°18'26" East a distance of 531.07 feet to the most Southerly corner of that certain parcel of land conveyed to Bryan L. Bunker et al by deed recorded October 9, 1964, as Document No. 463912 of Official Records of Clark County, Nevada; thence North 77°47'07" West along the South line of said last mentioned parcel a distance of 246.77 feet to the South line of the aforementioned Stewart Burial Plot; thence along said South line South 88°49'22" West, 301.81 feet to the TRUE POINT OF BEGINNING.

BASIS OF BEARING: The centerline of State Highway Route 6B (Las Vegas Boulevard North), from Sta. "0" 37 + 33.19 P.T. to Sta. "0" 44 + 39.65 P.C. established as North 16°18'26" East by the State of Nevada Department of Highways.

Containing an area of 426,170 square feet (or 9.7835 acres), more or less.

SUBJECT TO:

Reservations, restrictions, rights of way
and conditions of record.)

IN WITNESS WHEREOF said Grantor has caused its Corporate
name and seal to be affixed hereto this 16 day of April,
1970.

THE CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS CHRIST
OF LATTER DAY SAINTS, A UTAH CORPORATION
SOLE.

By

John H. Vandenberg
John H. Vandenberg
Corporation Sole

COUNTY OF SALT LAKE)

ss:

STATE OF UTAH)

On this 16 day of April, 1970, personally appeared.
before me, a Notary Public in and for Salt Lake County, State of
Utah, JOHN H. VANDENBERG, known to me to be the Corporation Sole
of the Corporation that executed the foregoing instrument, and
upon oath did depose that he is the officer of said Corporation
as above designated; that he is acquainted with the Seal of said
corporation; that the signature to said instrument was made by
an officer of said corporation, as indicated after said signature;
and that said Corporation executed said instrument freely and
voluntarily for the uses and purposes therein mentioned.

Helen C. Young
NOTARY PUBLIC in and for said
County of Salt Lake, State of Utah

RETURN TO: CITY CLERK
400 E. STEWART AVE.
LAS VEGAS, NEV. 89101

My Commission Expires: March 25, 1972

INST. NO. 25875
OFFICIAL RECORD BOOK NO. 33
RECORDED AT REQUEST OF
CITY OF LAS VEGAS

MAY 15 10 51 AM '70

CLARK COUNTY, NEVADA
PAULE HORN, RECORDER
FEE 25 DEPUTY 27

John H. Vandenberg

all that real property situated in the

City of Las Vegas

County of Clark

State of Nevada, bounded and described as follows:

(X) That certain piece or parcel of land situated in the Southeast Quarter (SE¹) of Section 27, Township 20 South, Range 61 East, N.D.B. & N., in the City of Las Vegas, Clark County, Nevada, described by metes and bounds as follows:

Beginning at the Southwesterly corner of land conveyed to Las Vegas Grammar School District No. 12 by deed dated January 23, 1943 and recorded in Deed Book 32 at Page 230 of the records of Clark County, Nevada, said corner being in the Easterly boundary line of Biltmore Addition Annex No. 1, as shown on plat recorded in Book 2 of Plats, at page 40; thence South 80° 16' 40" East along the Southerly boundary line of said land conveyed to Las Vegas Grammar School District No. 12, 261.34 feet to the Southeast corner thereof, in the Westerly boundary line of land of the Las Vegas Land and Water Company; thence South 13° 04' 30" West along said Land and Water Company Westerly boundary line 55.60 feet to a point marked by 2 inch pipe; thence South 0° 00' 30" East continuing along same Westerly boundary line 615.67 feet to a 2 inch pipe in the Northerly boundary line of Biltmore Addition Annex No. 2, as shown on plat recorded in Book 2 of Plats, at page 46; thence along the said Northerly boundary line of Biltmore Addition Annex No. 2 North 87° 34' 05" West 273.84 feet to an angle therein marked by a concrete monument at the Northwestern extremity of the line dividing Lots 1 and 2 in Block 3 of said Annex No. 2; thence North 3° 57' 04" West crossing land of the Grantors herein 387.99 feet to the Southeast corner of Lot 1, Block 3 of Biltmore Addition Annex No. 1 marked by a concrete monument; thence North 9° 43' 20" East along the Easterly boundary line of Biltmore Addition Annex No. 1, 325.00 feet to the point of beginning. ~~Containing an area of 4.445 acres more or less.~~ (X)

SUBJECT TO:

278086

11

278086

STATE OF NEVADA
COUNTY OF CLARK

On this 20th day of April

1946

a Notary Public, in and for said County and State.

to 46 personally appeared before me,

A. S. J. J.

known to me to be the person(s) who executed the foregoing instrument, who acknowledged to me that he/she/they executed the same freely and voluntarily for the uses and purposes therein mentioned.

Notary Public

OFFICIAL SEAL

Grant, Bargain, Sale Deed (INDIVIDUAL)

TO

Dated April 20, 1946

**Pioneer Title Insurance
& Trust Company**

LOS ANGELES, CALIFORNIA
112 SOUTH FLORENCE STREET
SAN BERNARDINO, CALIFORNIA
400 COLONY STREET
EL CENTRO, CALIFORNIA
620 MAIN STREET

Resources
OVER ONE MILLION DOLLARS

55 MAY 1946

Order No. _____

Serial Number _____

When recorded please mail to _____

A Grant, Bargain and Sale deed only covenants against the acts of the grantor or those claiming through or under him; and does not covenant or warrant that grantor or his predecessors had any title.

Grantee, to be safe, should demand that this deed be accompanied by a policy of Title Insurance issued by the

**Pioneer Title Insurance
& Trust Company**

[Signature]

5

all that real property situate in the

City of Las Vegas

County of Clark

State of Nevada, bounded and described as follows:

(X) That certain piece or parcel of land situated in the ^{Southeast Quarter} of Section 27, Township 20 South, Range 61 East, M.D.B. & N., in the City of Las Vegas, Clark County, Nevada, described by metes and bounds as follows:

Beginning at the Southwesterly corner of land conveyed to Las Vegas Grammar School District No. 12 by deed dated January 23, 1945 and recorded in Deed Book 32 at Page 230 of the records of Clark County, Nevada, said corner being in the Easterly boundary line of Biltmore Addition Annex No. 1, as shown on plat recorded in Book 2 of Flats, at page 40; thence South $80^{\circ}16'40''$ East along the Southerly boundary line of said land conveyed to Las Vegas Grammar School District No. 12, 261.34 feet to the Southeast corner thereof, in the Westerly boundary line of land of the Las Vegas Land and Water Company; thence South $13^{\circ}04'30''$ West along said Land and Water Company Westerly boundary line 55.60 feet to a point marked by 2 inch pipe; thence South $0^{\circ}00'30''$ East continuing along same Westerly boundary line 615.67 feet to a 2 inch pipe in the Northerly boundary line of Biltmore Addition Annex No. 2, as shown on plat recorded in Book 2 of Flats, at page 46; thence along the said Northerly boundary line of Biltmore Addition Annex No. 2 North $87^{\circ}34'05''$ West 273.84 feet to an angle therein marked by a concrete monument at the Northwestern extremity of the line dividing Lots 1 and 2 in Block 3 of said Annex No. 2; thence North $3^{\circ}57'04''$ West crossing land of the Grantors herein 382.92 feet to the Southeast corner of Lot 1, Block 3 of Biltmore Addition Annex No. 1 marked by a concrete monument; thence North $9^{\circ}42'00''$ East along the Easterly boundary line of Biltmore Addition Annex No. 1, 325.00 feet to the point of beginning. ~~Containing an area of 6.445 acres, more or less.~~

SUBJECT TO:

278086

71

all that real property situate in the

City of Las Vegas

County of Clark

State of Nevada, bounded and described as follows:

(X) That certain piece or parcel of land situated in the Southeast Quarter (SE¹) of Section 27, Township 20 South, Range 61 East, M.D.B. & N., in the City of Las Vegas, Clark County, Nevada, described by metes and bounds as follows:

Beginning at the Southwesterly corner of land conveyed to Las Vegas Grammar School District No. 12 by deed dated January 23, 1943 and recorded in Deed Book 32 at Page 230 of the records of Clark County, Nevada, said corner being in the Easterly boundary line of Biltmore Addition Annex No. 1, as shown on plat recorded in Book 2 of Plats, at page 40; thence South 80° 16' 40" East along the Southerly boundary line of said land conveyed to Las Vegas Grammar School District No. 12, 261.34 feet to the Southeasterly corner thereof, in the Westerly boundary line of land of the Las Vegas Land and Water Company; thence South 13° 04' 30" West along said Land and Water Company Westerly boundary line 55.60 feet to a point marked by a 2 inch pipe; thence South 0° 00' 30" East continuing along same Westerly boundary line 615.67 feet to a 2 inch pipe in the Northerly boundary line of Biltmore Addition Annex No. 2, as shown on plat recorded in Book 2 of Plats, at page 46; thence along the said Northerly boundary line of Biltmore Addition Annex No. 2 North 87° 34' 05" West 273.84 feet to an angle therein marked by a concrete monument at the Northwesternly extremity of the line dividing Lots 1 and 2 in Block 3 of said Annex No. 2; thence North 3° 57' 04" West crossing land of the Grantors herein 387.92 feet to the Southeast corner of Lot 1, Block 3 of Biltmore Addition Annex No. 1 marked by a concrete monument; thence North 9° 43' 20" East along the Easterly boundary line of Biltmore Addition Annex No. 1, 325.00 feet to the point of beginning. ~~Containing an area of 4.445 acres more or less.~~

SUBJECT TO:

278086 (X)

11

Grant, Bargain, Sale

deed

(instrumental)

Order No.

When recorded please mail to

(ORIGINAL FILE)

Money Building

known to me to be the person or persons who executed the foregoing instrument, who acknowledged to me that the same was executed for the uses and purposes therein expressed.

On this day of 1902, before me, the undersigned, a Notary Public in and for said County and State, A. L. ... and A. C. ...

Notary

SEAL OF NEWARK COUNTY OF CLARENCE

270086

Pioneer Title Insurance & Trust Company

107 FIFTH AVENUE
110 SOUTH BROAD STREET
540 BROADWAY, CORNER
AND GOLD STREET
CLINTON, CALIFORNIA
800 FIFTH STREET

Residence
OVER TEN MILLION DOLLARS

BOOK 55 PAGE 102

Pioneer Title Insurance & Trust Company

A Grant, Bargain and Sale deed only is not binding against the acts of the grantor or his successors through or under him, and does not prevent or warrant that grantor or his predecessors had any title.
Grantor, to be safe, should demand that this deed be accompanied by a policy of Title Insurance issued by the

278086

Grant, Bargain, Sale Deed

That Jonathan H. Hargrave, John A. F. Canfield and A. C. Grant, as surviving trustees under the trust created by that certain Declaration of Trust dated January 1, 1941 and recorded January 16, 1941, as Document No.

the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to the City of Las Vegas, a municipal corporation,

all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

That certain piece or parcel of land situated in the Southeast quarter (SE 1/4) of Section 27, Township 20 South, Range 61 East, N.E. 1/4, in the City of Las Vegas, Clark County, Nevada, described by notes and bounds as follows:

Beginning at the Southwesterly corner of land conveyed to Las Vegas Grammar School District No. 12 by deed dated January 23, 1942 and recorded in Book 32 at page 230 of the records of Clark County, Nevada, said corner being in the Easterly boundary line of Biltmore Addition Annex No. 1, as shown on plat recorded in Book 2 of Plats, at page 40; thence South 60° 10' 00" East along the Southerly boundary line of said land conveyed to Las Vegas Grammar School District No. 12, 261.34 feet to the Southeast corner thereof; in the Westerly boundary line of land of the Las Vegas Land and Water Company; thence South 13° 04' 30" West along said Land and Water Company Westerly boundary line 55.60 feet to a point marked by 7 inch pipe; thence South 0° 00' 30" East continuing along same Westerly boundary line 61.00 feet to a 7 inch pipe in the Northerly boundary line of Biltmore Addition Annex No. 2, as shown on plat recorded in Book 2 of Plats, at page 41; thence along the said Northerly boundary line of Biltmore Addition Annex No. 2 North 87° 14' 05" West 273.84 feet to an angle therein marked by concrete monument at the Northwesterly extremity of the line dividing lots 1 and 2 in Block 3 of said Annex No. 2; thence North 3° 57' 00" West crossing land of the Grantors herein 382.92 feet to the Southeast corner of Lot 1, Block 3 of Biltmore Addition Annex No. 1 marked by a concrete monument; thence North 9° 43' 00" East along the Easterly boundary line of Biltmore Addition Annex No. 1, 325.30 feet to the point of beginning. Containing an area of 4.445 acres more or less.

SUBJECT TO:
1. Rights of way, reservations, restrictions, conditions and covenants of record.

This conveyance is made and accepted upon the following conditions, covenants and agreements running with the land:

1. That the construction of a Naval Armory building on said premises shall be commenced within one year from the date hereof.
2. That said property shall be continuously used for Naval Armory purposes from and after the completion of the building thereon.
3. A violation of any of these conditions for a period of one year shall work a forfeiture of the title hereof to the donors herein or to the survivor of them and the heirs and assigns of such survivor.

The above described property is conveyed subject to the above conditions, which are reserved by the donors as joint tenants and mutually accepted by the donee as conditions running with the land and to the fulfillment of which the donee binds itself, its successors and assigns.

Together with all and singular the tenements, hereditaments and other things unto belonging or in anywise appertaining.

278086

55 132

ATLAS COMPANY

the consideration of \$1,000.00, the receipt of which is hereby acknowledged, to have Grant, Bargain, Sell and Convey to
CLARK COUNTY, a political corporation,

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

That certain piece or parcel of land, situate in the Section 27, Township 33 South, Range 11 East, W.D.C. 27E, in the City of Las Vegas, Clark County, Nevada, described by notes and bounds as follows:
Beginning at the Southwesterly corner of land conveyed to Las Vegas Grammar School District No. 12 by deed dated January 3, 1943 and recorded in deed book 12 at page 230 of the records of Clark County, Nevada, said corner being in the easterly boundary line of Blittmore Addition Annex No. 1, as shown on plat recorded in Book 2 of Plats, at page 40; thence South 89° 40' 40" East along the southerly boundary line of said land conveyed to Las Vegas Grammar School District No. 12, 261.05 feet to the southerly corner thereof; in the westerly boundary line of land of the Las Vegas Land and Water Company; thence South 130° 43' 30" West along said land and water company's westerly boundary line 55.60 feet to a point marked by a 1/2 inch pipe; thence South 09° 00' 40" East continuing along same westerly boundary line 61.57 feet to a 1/2 inch pipe in the northerly boundary line of Blittmore Addition Annex No. 2, as shown on plat recorded in Book 2 of Plats, at page 40; thence along the said northerly boundary line of Blittmore Addition Annex No. 2 North 87° 34' 05" West 273.04 feet to an angle therein marked by a concrete monument at the Northwesterly extremity of the line dividing lots 1 and 2 in Block 2 of said Annex No. 2; thence North 1° 57' 34" West crossing boundary of the Grantors herein 382.92 feet to the Southeast corner of Lot 1, Block 1 of Blittmore Addition Annex No. 2 marked by a concrete monument; thence North 9° 43' 20" East along the easterly boundary line of Blittmore Addition Annex No. 1, 325.00 feet to the point of beginning. Containing an area of 4.45 acres, more or less.

SUBJECT TO 278086

1. Rights of way, reservations, restrictions, covenants and covenants of record.

This conveyance is made in full satisfaction of all claims and subsequent and covenants running with the land.

1. That the construction of a building on the premises shall be completed within 180 days.
2. That said property shall be used for the purposes proposed and no other.
3. A violation of any of these conditions shall work a forfeiture of the title hereunto and shall inure to the survivor of the parties hereto and shall be a lien in favor of the survivor.

The above described property is conveyed subject to the above conditions, which are reserved by the grantors as a condition precedent to the conveyance as conditions running with the land and shall be a lien in favor of the grantors which the donee binds itself, its successors and assigns.

Together with all and singular the rights and appurtenances thereto in anywise by law or equity in anywise appearing.

278086

On this
a Notary Public
known to me
executed the

55 132

OVER ONE MILLION DOLLARS

Prudential Insurance
& Trust Company

2278086

On this 22nd day of January, 1948, personally appeared before me
a Notary Public, in and for said County and State, A. E. GAILLY and A. C. GILBERT

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that I am
 AS SUCH ~~THE~~ ^{THE} ~~PERSON~~ ^{PERSON}
 executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NY Confidential Exempt Dec 14, 1935

Necessary Points

ORIGINAL SEAL

Dated

44

55 AUG 1952

OVER ONE MILLION DOLLARS

Краткое содержание

175 SOUTH FOUNTAIN STREET
SAN FRANCISCO CALIFORNIA
440 COURT STREET
E. CENTRO, CALIFORNIA
628 MAIN STREET

**Prudential Life Insurance
& Trust Company**

Gratire, to be safe, should demand that this deed be accompanied by a policy of Title Insurance issued by the

**Pioneer Title Insurance
& Trust Company**

278086

Grant, Bargain, Sale Deed

Wile Jadenburg Whittehall That A. E. CASHMAN and A. C. GRANT, as surviving trustees under the trust created by that certain Declaration of Trust dated January 1, 1942 and recorded January 15, 1942, as Document No.

in consideration of \$ 1,400 the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to CITY OF LAS VEGAS, a municipal corporation.

That said property sits in the City of Las Vegas County of Clark State of Nevada, bounded and described as follows:

That certain piece or parcel of land situated in the Southeast Quarter (SE 1/4) of Section 27, Township 20 South, Range 61 East, M.D.M. & M., in the City of Las Vegas, Clark County, Nevada, described by notes and bounds as follows:

Beginning at the Southwesterly corner of land conveyed to Las Vegas Grammar School District No. 12 by deed dated January 23, 1943 and recorded in Deed Book 32 at Page 230 of the records of Clark County, Nevada, said corner being in the Easterly boundary line of Biltmore Addition Annex No. 1, as shown on plat recorded in Book 2 of Plats, at page 40; thence South 00° 15' 40" East along the Southerly boundary line of said land conveyed to Las Vegas Grammar School District No. 12, 261.34 feet to the Southeast corner thereof; in the Westerly boundary line of land of the Las Vegas Land and Water Company; thence South 13° 04' 30" West along said Land and Water Company Westerly boundary line 55.60 feet to a point marked by a 2 inch pipe; thence South 0° 00' 30" East continuing along same Westerly boundary line 615.67 feet to a 2 inch pipe in the Northerly boundary line of Biltmore Addition Annex No. 2, as shown on plat recorded in Book 2 of Plats, at page 40; thence along the said Northerly boundary line of Biltmore Addition Annex No. 2 North 87° 34' 05" West 273.84 feet to an angle therein marked by a concrete monument at the Northwestern extremity of the line dividing lots 1 and 2 in Block 3 of said Annex No. 2; thence North 3° 57' 34" West crossing land of the Grantors herein 382.92 feet to the Southeast corner of Lot 1, Block 3 of Biltmore Addition Annex No. 1 marked by a concrete monument; thence North 3° 43' 30" East along the Easterly boundary line of Biltmore Addition Annex No. 1, 335.00 feet to the point of beginning. Containing an area of 4.445 acres more or less.

SUBJECT TO:

278086

1. Rights of way, reservations, restrictions, conditions and covenants of record.

This conveyance is made and accepted from the following covenants, conditions, subsequent and covenants running with the land:

1. That the construction of a hotel agency building on said premises shall be commenced within one year from date hereof.
2. That said property shall be continuously used for hotel agency purposes from and after the completion of said building.
3. A violation of any of these conditions for a period of one year shall work a forfeiture of the title hereof to the donor herein or to the survivor of them and the heirs and assigns of such survivor.

The above described property is conveyed subject to the above conditions, which are reserved by the donors as joint tenants and mutually accepted by the donee as conditions running with the land and to the fulfillment of which the donee binds itself, its successors and assigns.

Together with all and singular the benefits, emoluments and thereunto belonging or in anywise appertaining.

278086

55 132

City of Las Vegas
Clark County
Nevada

Recordation No. 1,000

the purpose of which is hereby acknowledged, to hereby Grant, Bargain, Sell and Convey to
City of Las Vegas, a municipal corporation.

Property situated in the

City of Las Vegas

County of Clark

State of Nevada, bounded and described as follows:

That certain piece or parcel of land situate within the Southeast Quarter (SE 1/4) of Section 27, Township 3 South, Range 41 East, W.M.D. 2 N., in the City of Las Vegas, Clark County, Nevada, described by notes and bounds as follows:

Beginning at the Southwestern corner of land conveyed to Las Vegas Grammar School District No. 12 by deed dated January 23, 1943 and recorded in Deed Book 230 of the records of Clark County, Nevada, said corner being in the Easterly boundary line of Biltmore Addition Annex No. 1, as shown on plat recorded in Book 2 of Plats, at page 40; thence South 60° 10' 40" East along the Southerly boundary line of said land conveyed to Las Vegas Grammar School District No. 12, 261.34 feet to the Southeast corner thereof, in the Easterly boundary line of land of the Las Vegas Land and Water Company, thence South 13° 04' 30" West along said Land and Water Company Easterly boundary line 55.60 feet to a point marked by 2 inch pipe, thence South 0° 00' 30" East continuing along same Easterly boundary line 15.67 feet to a 2 inch pipe in the Northerly boundary line of Biltmore Addition Annex No. 2, as shown on plat recorded in Book 2 of Plats, at page 40; thence along the said Northerly boundary line of Biltmore Addition Annex No. 2 North 87° 34' 05" West 273.84 feet to an angle therein marked by a concrete monument at the Northeasterly extremity of the line dividing lots 1 and 2 in Block 3 of said Annex No. 2, thence North 3° 57' 34" West crossing the line of the Grants herein 182.92 feet to the Southeast corner of Lot 1, Block 3 of Biltmore Addition Annex No. 1 marked by a concrete monument; thence North 2° 43' 20" East along the Easterly boundary line of Biltmore Addition Annex No. 1, 325.90 feet to the point of beginning. Containing an area of 4.445 acres more or less.

SUBJECT TO:

278086

1. Rights of way, reservations, restrictions, covenants and covenants of record.

This conveyance is made and accepted subject to all reservations, covenants and covenants of record running with the land.

1. That the construction of a new road or highway through the premises shall be commenced within the time specified in the plat.
2. That said property shall be suitably used for school purposes from and after the completion of said road or highway.
3. A violation of any of these conditions for a portion of the term shall work a forfeiture of the title hereunto, the same herein or to the survivor of them and the heirs and assigns of such survivor.

The above described property is conveyed subject to the above conditions, which are reserved by the donors as joint tenants and mutually agreed to by the donee as conditions running with the land and to the heirs and assigns of which the donee binds itself, its successors and assigns.

Together with all and singular the tenements, appurtenances and rights thereto in anywise appertaining.

Witness my hand

On this
a Notary Public

known to me
executed the

ONE ONE MILLION DOLLARS

55 132

Pratt Title Insurance & Trust Company

of trustees

ed January

sell and convey to

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the City
as follows:

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and water
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Biltmore
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dividing lots
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of Lot 1,
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Biltmore
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Witness Our hand and seal this 11th day of January 1948

278086

STATE OF NEVADA
COUNTY OF CLARK

On this 11th day of January, 1948, personally appeared before me
a Notary Public, in and for said County and State, A. E. CAHLAN and A. C. GRANT.

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he
executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public
My Commission Expires June 11, 1952

(NORMAL SEAL)

55 132

OTTE ONE MILLION DOLLARS

113 South Fourth Street
Las Vegas, Nevada
113 South Fourth Street
Las Vegas, Nevada
113 South Fourth Street
Las Vegas, Nevada

Prize Title Insurance
& Trust Company

A Grant, Bargain and Sale deed only covers the
against the acts of the grantor or those claiming
through or under him, and does not cover claims or
asserted that grantor or his predecessors had any
title.
Grantee, to be safe, should demand that the
deed be accompanied by a policy of Title Insurance
issued by the

Prize Title Insurance
& Trust Company

(INDIVIDUAL)

Heed

Record No.

When recorded please seal to

First Amended



First American Title Insurance Company
National Commercial Services
2490 Paseo Verde Parkway, #100
Henderson, NV 89074

December 6, 2010

Julie Quisenberry
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Phone: (702)229-2109
Fax: (702)385-3128

Customer Reference: 821 North Las Vegas Boulevard

Order Number: NCS-432019-HHLV

Escrow Officer: Sharon Silverberg
Phone: (702)731-4131

Property: 821 & 833 N. Las Vegas Boulevard, 741 Veterans Memorial
Drive, Las Vegas, NV, 139-27-708-013/014/016

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

First American Title Insurance Company

SCHEDULE A

1. Commitment Date: November 29, 2010 at 7:30 A.M.
2. Policy or Policies to be issued: Amount

(A) ALTA Owner's Policy \$To Be Determined
Proposed Insured:

To Be Determined
3. (A) The estate or interest in the land described in this Commitment is:

Fee

(B) Title to said estate or interest at the date hereof is vested in:

City of Las Vegas, Nevada, a Municipal corporation
4. The land referred to in this Commitment is situated in the County of Clark, State of Nevada, and is described as follows:

PARCEL I: (APN 139-27-708-016)

THAT CERTAIN PIECE OF PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B & N., IN THE CITY OF LAS VEGAS, CLERK COUNTY, NEVADA, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO LAS VEGAS GRAMMAR SCHOOL DISTRICT NO. 12 BY DEED DATED JANUARY 23, 1943 AND RECORDED IN DEED BOOK 32 AT PAGE 230 OF THE RECORDS OF CLARK COUNTY, NEVADA, SAID CORNER BEING IN THE EASTERLY BOUNDARY LINE OF BILTMORE ADDITION ANNEX NO. 1, AS SHOWN ON PLAT RECORDED IN BOOK 2 OF PLATS, AT PAGE 40; THENCE SOUTH 80°16'40" EAST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LAND CONVEYED TO LAS VEGAS GRAMMAR SCHOOL DISTRICT NO. 12, 261.34 FEET TO THE SOUTHEASTERLY CORNER THEREOF, IN THE WESTERLY BOUNDARY LINE OF LAND OF THE LAS VEGAS LAND AND WATER COMPANY; THENCE SOUTH 13°04'30" WEST ALONG SAID LAND AND WATER COMPANY WESTERLY BOUNDARY LINE 55.60 FEET TO A POINT MARKED BY 2 INCH PIPE; THENCE SOUTH 0°00'30" EAST CONTINUING ALONG SAME WESTERLY BOUNDARY LINE 615.67 FEET TO A 2 INCH PIPE IN THE NORTHERLY BOUNDARY LINE OF BILTMORE ADDITION ANNEX NO. 2, AS SHOWN ON PLAT RECORDED IN BOOK 2 OF PLATS, AT PAGE 46; THENCE ALONG THE SAID NORTHERLY BOUNDARY LINE OF BILTMORE ADDITION ANNEX NO. 2 NORTH 87°34'05" WEST 273.84 FEET TO AN ANGLE THEREIN MARKED BY A CONCRETE MONUMENT AT THE NORTHWESTERLY EXTREMITY OF THE LINE DIVIDING LOTS 1 AND 2 IN BLOCK 3 OF SAID ANNEX NO. 2; THENCE NORTH 3°57'04" WEST CROSSING LAND OF THE GRANTORS HEREIN 382.99 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 3 OF BILTMORE ADDITION ANNEX NO. 1 MARKED BY A CONCRETE MONUMENT; THENCE NORTH 9°43'20" EAST ALONG THE EASTERLY BOUNDARY LINE OF BILTMORE ADDITION ANNEX NO. 1, 325.00 FEET TO THE POINT OF BEGINNING.

AND A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATE IN THE COUNTY OF CLARK, STATE OF NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT;

BEGINNING AT THE NORTHEAST CORNER OF LOT 10, BLOCK 2, IN BILTMORE ADDITION TO THE CITY OF LAS VEGAS, RECORDED IN BOOK 2 OF PLATS, PAGE 33 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, THE TRUE POINT OF BEGINNING; THENCE NORTH 62°54' EAST ALONG THE EAST LINE OF SAID BILTMORE ADDITION A DISTANCE OF 260.34 FEET TO A POINT; THENCE SOUTH 13°03'49" EAST A DISTANCE OF 100 FEET TO A POINT; THENCE NORTH 76°56'10" EAST A DISTANCE OF 200 FEET TO A POINT; THENCE NORTH 13°03'49" WEST A DISTANCE OF 150 FEET TO A POINT ON THE NORTHEAST CORNER OF LOT 18, BLOCK 2 OF BILTMORE ADDITION; THENCE NORTH 27°45' EAST ALONG THE EAST LINE OF BILTMORE ADDITION A DISTANCE OF 130 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY A.E. CAHLAN, ETAL TO THE CITY OF LAS VEGAS BY DEED RECORDED FEBRUARY 16, 1948 AS DOCUMENT #278086 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA; THENCE SOUTH 3°57'04" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 382.92 FEET TO A POINT ON THE NORTH LINE OF BILTMORE ADDITION ANNEX #2; THENCE SOUTH 63°26'10" WEST ALONG THE NORTHWESTERLY LINE THEREOF A DISTANCE OF 491.78 FEET TO AN ANGLE POINT ON THE WEST BOUNDARY OF BILTMORE ADDITION ANNEX #2; THENCE SOUTH 27°44'25" WEST ALONG THE WEST LINE OF THE AFOREMENTIONED A DISTANCE OF 150 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY FRED C. MCFEDDEN, ETAL TO THE CITY OF LAS VEGAS BY DEED RECORDED AUGUST 20, 1947 AS DOCUMENT #262847 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA; THENCE NORTH 62°09'30" WEST ALONG THE NORTH LINE OF THE AFOREMENTIONED PARCEL A DISTANCE OF 126.52 FEET TO A POINT ON THE EAST LINE OF BILTMORE ADDITION; THENCE NORTH 16°28' EAST A DISTANCE OF 352.17 FEET TO THE TRUE POINT OF BEGINNING.

AND A CERTAIN TRACT OF PARCEL OF LAND LYING AND BEING SITUATE IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, AND BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., AND A PORTION OF LOT 3 IN BLOCK 5 OF BILTMORE ADDITION ANNEX NO. 3, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 2 OF PLATS, PAGE 48, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND BEING DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF NORTH MAIN STREET, AS SAID STREET FORMERLY EXISTED EIGHTY (80) FEET IN WIDTH, WITH THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 27, SAID POINT OF INTERSECTION BEING MARKED BY A CONCRETE MONUMENT; THENCE EASTERLY ALONG SAID NORTH LINE, 1009.41 FEET MORE OR LESS TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THAT CERTAIN 4.0 ACRE PARCEL OF LAND KNOWN AS THE STEWART BURIAL PLOT, DESCRIBED IN THAT CERTAIN DEED TO W.A. CLARK, RECORDED DECEMBER 8, 1902, IN BOOK U, PAGES 222 TO 226 OF REAL ESTATE DEEDS, RECORDS OF LINCOLN COUNTY, NEVADA; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND 417.4 FEET TO A CONCRETE MONUMENT SET AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND; THENCE NORTH 88°49'22" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND 10.32 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE CITY OF LAS VEGAS, RECORDED MARCH 3, 1955 AS DOCUMENT NO. 37775 OF OFFICIAL RECORDS OF CLARK COUNTY, NEVADA, SAID NORTHEAST CORNER BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°06'41" WEST ALONG THE EAST LINE OF SAID LAST DESCRIBED PARCEL A DISTANCE OF 176.71 FEET TO AN ANGLE POINT IN SAID EAST LINE; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 13°11'36" WEST A DISTANCE OF 353.76 FEET TO A POINT IN THE WEST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE PRESIDING BISHOPRIC OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS BY DEED RECORDED AUGUST 14, 1952, AS DOCUMENT NO. 389078 OF

CLARK COUNTY, NEVADA, RECORDS; THENCE SOUTH 00°06'31" WEST ALONG SAID WEST LINE A DISTANCE OF 393.01 FEET TO THE SOUTHWEST CORNER OF SAID LAST MENTIONED PARCEL; THENCE NORTH 88°23'26" EAST ALONG THE SOUTH LINE OF SAID LAST MENTIONED PARCEL A DISTANCE OF 280.91 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT 80.00 FEET NORTHEASTERLY, MEASURED ALONG LAS VEGAS BOULEVARD, FROM THE SOUTHWESTERLY LINE OF LOT 3, BLOCK 5 OF BILTMORE ADDITION ANNEX NO. 3 AS SHOWN BY MAP THEREOF ON FILE IN BOOK 2 OF PLATS, PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; THENCE SOUTH 62°24'39" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 79.18 FEET TO A POINT IN THE LEFT OR WESTERLY FORTY (40) FOOT RIGHT OF WAY LINE OF STATE HIGHWAY ROUTE 6B, SAID WESTERLY LINE BEING DESCRIBED IN THAT CERTAIN DEED TO THE STATE OF NEVADA RECORDED JULY 24, 1953, AS DOCUMENT NO. 409638 OF CLARK COUNTY, NEVADA RECORDS; THENCE FROM A TANGENT AT SAID POINT WHICH BEARS NORTH 22°12'25" EAST, NORTHEASTERLY ALONG SAID WESTERLY LINE, BEING A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3960.00 FEET, THROUGH A CENTRAL ANGLE OF 00°36'34", AN ARC DISTANCE OF 42.12 FEET TO A POINT IN THE NORTH BOUNDARY OF SAID LOT 3; THENCE SOUTH 88°23'26" WEST ALONG SAID NORTH BOUNDARY A DISTANCE OF 10.88 FEET TO THE INTERSECTION OF THE LEFT OR WESTERLY FIFTY (50) FOOT RIGHT OF WAY LINE OF STATE HIGHWAY ROUTE 6B WITH THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 27, SAID LAST MENTIONED WESTERLY LINE BEING DESCRIBED IN THE DEED TO THE STATE OF NEVADA RECORDED SEPTEMBER 30, 1954, AS DOCUMENT NO. 21524 OF OFFICIAL RECORDS OF CLARK COUNTY, NEVADA; THENCE FROM A TANGENT AT SAID POINT, WHICH BEARS NORTH 21°39'35" EAST, NORTHEASTERLY ALONG SAID WESTERLY LINE, BEING A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3950.00 FEET, THROUGH A CENTRAL ANGLE OF 5°21'09", AN ARC DISTANCE OF 369.00 FEET, THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 16°18'26" EAST A DISTANCE OF 531.07 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO BRYAN L. BUNKER ET AL BY DEED RECORDED OCTOBER 9, 1964, AS DOCUMENT NO. 463912 OF OFFICIAL RECORDS OF CLARK COUNTY, NEVADA; THENCE NORTH 77°47'07" WEST ALONG THE SOUTH LINE OF SAID LAST MENTIONED PARCEL A DISTANCE OF 246.77 FEET TO THE SOUTH LINE OF THE AFOREMENTIONED STEWART BURIAL PLOT; THENCE ALONG SAID SOUTH LINE SOUTH 88°49'22" WEST, 301.81 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF THE SOUTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF VETERANS MEMORIAL DRIVE AS DESCRIBED IN THAT CERTAIN DEDICATION RECORDED MAY 11, 1983 IN BOOK 1732 AS INSTRUMENT NO. 1691739 OF OFFICIAL RECORDS AND RE-RECORDED JUNE 27, 1996 IN BOOK 960627 AS INSTRUMENT NO. 01280 OF OFFICIAL RECORDS AND DESCRIBED UNDER PARCEL 1 OF DEDICATION RECORDED OCTOBER 8, 2004 IN BOOK 20041008 AS INSTRUMENT NO. 01148 OF OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THAT CERTAIN QUITCLAIM DEED AND BILL OF SALE RECORDED FEBRUARY 11, 1991 IN BOOK 910211 AS INSTRUMENT NO. 00910 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN DOCUMENTS RECORDED FEBRUARY 16, 1948 IN BOOK 55, OF DEEDS, PAGE 132 AS INSTRUMENT NO. 278086, RECORDED FEBRUARY 11, 1954 IN BOOK 2 AS INSTRUMENT NO. 3101 OF OFFICIAL RECORDS AND RECORDED MAY 15, 1970 IN BOOK 33, AS INSTRUMENT NO. 25875 OF OFFICIAL RECORDS.

PARCEL II: (APN 139-27-708-013)

THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 20

SOUTH, RANGE 61 EAST, M.O.M., IN THE CITY OF LAS VEGAS, CLERK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF NORTH MAIN STREET, AS SAIO STREET FORMERLY EXISTED 80 FEET WIDE, WITH THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAIO SECTION 27; THENCE EASTERLY ALONG SAIO NORTH LINE 1009.41 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN 4.0 ACRE PARCEL OF LAND KNOWN AS THE STEWART BURIAL PLOT, DESCRIBED IN THAT CERTAIN DEED TO W. A. CLARK, RECORDED DECEMBER 8, 1902 IN BOOK "U", PAGES 222 TO 226 OF REAL ESTATE DEEDS, RECORDS OF LINCOLN COUNTY, NEVADA; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAIO PARCEL OF LAND 417.4 FEET TO THE SOUTHWEST CORNER OF SAIO PARCEL OF LAND; THENCE NORTH 89°49'22" EAST ALONG THE SOUTHERLY LINE OF SAIO PARCEL OF LAND 10.32 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO THE CITY OF LAS VEGAS, RECORDED MARCH 3, 1955 AS O.C. NO. 37775 OF OFFICIAL RECORDS OF CLARK COUNTY, NEVADA, ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO THE CITY OF LAS VEGAS, RECORDED MAY 15, 1970 AS INST. NO. 25875 OF OFFICIAL RECORDS OF CLARK COUNTY, NEVADA, SAIO NORTHEAST CORNER BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°49'22" WEST ALONG THE SOUTHERLY LINE OF SAIO PARCEL, A DISTANCE OF 0.32 FEET; THENCE SOUTH 00°07'22" WEST A DISTANCE OF 1.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2048.55 FEET; THENCE SOUTHERLY, ALONG SAIO TANGENT CURVE THROUGH A CENTRAL ANGLE OF 9°48'08" AN ARC DISTANCE OF 350.47 FEET; THENCE SOUTH 09°55'30" WEST, TANGENT TO SAIO CURVE, A DISTANCE OF 190.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 337.07 FEET; THENCE SOUTHWESTERLY ALONG SAIO TANGENT CURVE THROUGH A CENTRAL ANGLE OF 30°34'26" AN ARC DISTANCE OF 179.87 FEET; THENCE NONTANGENT TO SAIO CURVE, NORTH 89°55'59" EAST A DISTANCE OF 120.49 FEET; THENCE NORTH 00°04'03" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 89°55'58" EAST A DISTANCE OF 117.37 FEET; THENCE NORTH 63°27'33" EAST A DISTANCE OF 42.44 FEET; THENCE SOUTH 82°31'13" EAST A DISTANCE OF 102.39 FEET; THENCE NORTH 11°39'08" EAST A DISTANCE OF 62.92 FEET; THENCE SOUTH 78°03'49" EAST A DISTANCE OF 121.39 FEET TO THE WESTERLY LINE OF LAS VEGAS BOULEVARD AS DESCRIBED BY DEED TO THE STATE OF NEVADA RECORDED SEPTEMBER 30, 1954 AS DOCUMENT NO. 21524 OF CLARK COUNTY, NEVADA RECORDS; THENCE FROM A TANGENT WHICH BEARS NORTH 17°31'44" EAST, NORTHERLY ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 3950.00 FEET, THROUGH A CENTRAL ANGLE OF 01°13'18" AN ARC DISTANCE OF 84.22 FEET; THENCE TANGENT TO SAIO CURVE, CONTINUING ALONG SAIO WESTERLY LINE NORTH 16°18'26" EAST A DISTANCE OF 531.07 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO BRYAN L. BUNKER ET AL BY DEED RECORDED OCTOBER 9, 1964 AS O.C. NO. 463912 OF OFFICIAL RECORDS OF CLARK COUNTY, NEVADA; THENCE NORTH 77°47'07" WEST ALONG THE SOUTH LINE OF SAID LAST MENTIONED PARCEL A DISTANCE OF 246.77 FEET TO THE SOUTH LINE OF THE FOREMENTIONED STEWART BURIAL PLOT; THENCE ALONG SAIO SOUTH LINE SOUTH 88°49'22" WEST A DISTANCE OF 301.81 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DEDICATED IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 8, 2004 IN BOOK 20041008 AS INSTRUMENT NO. 01148 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 11, 1991 IN BOOK 910211 AS INSTRUMENT NO. 00910 OF OFFICIAL RECORDS.

PARCEL III: (APN 139-27-708-014)

THAT CERTAIN PIECE OF PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B & M., IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO LAS VEGAS GRAMMAR SCHOOL DISTRICT NO. 12 BY DEED DATED JANUARY 23, 1943 AND RECORDED IN DEED BOOK 32 AT PAGE 230 OF THE RECORDS OF CLARK COUNTY, NEVADA, SAID CORNER BEING IN THE EASTERLY BOUNDARY LINE OF BILTMORE ADDITION ANNEX NO. 1, AS SHOWN ON PLAT RECORDED IN BOOK 2 OF PLATS, AT PAGE 40; THENCE SOUTH 80°16'40" EAST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LAND CONVEYED TO LAS VEGAS GRAMMAR SCHOOL DISTRICT NO. 12, 261.34 FEET TO THE SOUTHEASTERLY CORNER THEREOF, IN THE WESTERLY BOUNDARY LINE OF LAND OF THE LAS VEGAS LAND AND WATER COMPANY; THENCE SOUTH 13°04'30" WEST ALONG SAID LAND AND WATER COMPANY WESTERLY BOUNDARY LINE 55.60 FEET TO A POINT MARKED BY 2 INCH PIPE; THENCE SOUTH 0°00'30" EAST CONTINUING ALONG SAME WESTERLY BOUNDARY LINE 615.67 FEET TO A 2 INCH PIPE IN THE NORTHERLY BOUNDARY LINE OF BILTMORE ADDITION ANNEX NO. 2, AS SHOWN ON PLAT RECORDED IN BOOK 2 OF PLATS, AT PAGE 46; THENCE ALONG THE SAID NORTHERLY BOUNDARY LINE OF BILTMORE ADDITION ANNEX NO. 2 NORTH 87°34'05" WEST 273.84 FEET TO AN ANGLE THEREIN MARKED BY A CONCRETE MONUMENT AT THE NORTHWESTERLY EXTREMITY OF THE LINE DIVIDING LOTS 1 AND 2 IN BLOCK 3 OF SAID ANNEX NO. 2; THENCE NORTH 3°57'04" WEST CROSSING LAND OF THE GRANTORS HEREIN 382.92 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 3 OF BILTMORE ADDITION ANNEX NO. 1 MARKED BY A CONCRETE MONUMENT; THENCE NORTH 9°43'20" EAST ALONG THE EASTERLY BOUNDARY LINE OF BILTMORE ADDITION ANNEX NO. 1, 325.00 FEET TO THE POINT OF BEGINNING.

AND A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATE IN THE COUNTY OF CLARK, STATE OF NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT;

BEGINNING AT THE NORTHEAST CORNER OF LOT 10, BLOCK 2, IN BILTMORE ADDITION TO THE CITY OF LAS VEGAS, RECORDED IN BOOK 2 OF PLATS, PAGE 33 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, THE TRUE POINT OF BEGINNING; THENCE NORTH 62°54' EAST ALONG THE EAST LINE OF SAID BILTMORE ADDITION A DISTANCE OF 260.34 FEET TO A POINT; THENCE SOUTH 13°03'49" EAST A DISTANCE OF 100 FEET TO A POINT; THENCE NORTH 76°56'10" EAST A DISTANCE OF 200 FEET TO A POINT; THENCE NORTH 13°03'49" WEST A DISTANCE OF 150 FEET TO A POINT ON THE NORTHEAST CORNER OF LOT 1B, BLOCK 2 OF BILTMORE ADDITION; THENCE NORTH 27°45' EAST ALONG THE EAST LINE OF BILTMORE ADDITION A DISTANCE OF 130 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY A.E. CAHLAN, ETAL TO THE CITY OF LAS VEGAS BY DEED RECORDED FEBRUARY 16, 1948 AS DOCUMENT #278086 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA; THENCE SOUTH 3°57'04" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 382.92 FEET TO A POINT ON THE NORTH LINE OF BILTMORE ADDITION ANNEX #2; THENCE SOUTH 63°26'10" WEST ALONG THE NORTHWESTERLY LINE THEREOF A DISTANCE OF 491.78 FEET TO AN ANGLE POINT ON THE WEST BOUNDARY OF BILTMORE ADDITION ANNEX #2; THENCE SOUTH 27°44'25" WEST ALONG THE WEST LINE OF THE AFOREMENTIONED A DISTANCE OF 150 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY FRED C. MCFEDDEN, ETAL TO THE CITY OF LAS VEGAS BY DEED RECORDED AUGUST 20, 1947 AS DOCUMENT #262847 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA; THENCE NORTH 62°09'30" WEST ALONG THE NORTH LINE OF THE AFOREMENTIONED PARCEL A DISTANCE OF 126.52 FEET TO A POINT ON THE EAST LINE OF BILTMORE ADDITION; THENCE NORTH 16°28' EAST A DISTANCE OF 352.17 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DEDICATED AND DESCRIBED IN DEDICATION RECORDED OCTOBER 8, 2004 IN BOOK 20041008 AS INSTRUMENT NO. 01148 OF OFFICIAL

RECORDS.

EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF VETERANS MEMORIAL DRIVE AS DESCRIBED IN THAT CERTAIN DEDICATION RECORDED MAY 11, 1983 IN BOOK 1732 AS INSTRUMENT NO. 1691739 OF OFFICIAL RECORDS AND RE-RECORDED JUNE 27, 1996 IN BOOK 960627 AS INSTRUMENT NO. 01280 OF OFFICIAL RECORDS AND DESCRIBED UNDER PARCEL 1 OF DEDICATION RECORDED OCTOBER 8, 2004 IN BOOK 20041008 AS INSTRUMENT NO. 01148 OF OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THAT CERTAIN DEED RECORDED SEPTEMBER 8, 1972 IN BOOK 262 AS INSTRUMENT NO. 221493 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN DOCUMENTS RECORDED FEBRUARY 16, 1948 IN BOOK 55, OF DEEDS, PAGE 132 AS INSTRUMENT NO. 278086, RECORDED FEBRUARY 11, 1954 IN BOOK 2 AS INSTRUMENT NO. 3101 OF OFFICIAL RECORDS.

SCHEDULE B

SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): N/A
- (F) Other:
- (G) You must give us the following information:
 - 1. Any off record leases, surveys, etc.
 - 2. Statement(s) of Identity, all parties.
 - 3. Other:

The following additional requirements, as indicated by "X", must be met:

- ☒ (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form(as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- ☒ (I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- ☐ (J) The following LLC documentation is required:
 - (i) a copy of the Articles of Organization
 - (ii) a copy of the Operating Agreement, if applicable
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Company Consent to the current transaction

- ☐ (K) The following partnership documentation is required :
 - (i) a copy of the partnership agreement, including all applicable amendments thereto
 - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iii) express Partnership Consent to the current transaction

- ☐ (L) The following corporation documentation is required:
 - (i) a copy of the Articles of Incorporation
 - (ii) a copy of the Bylaws, including all applicable Amendments thereto
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Corporate Resolution consenting to the current transaction

- ☐ (M) Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.

- ☐ (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.

- ☒ (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

- ☒ (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

- ☐ (Q) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

- ☐ (R) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

- ☐ (S) Financial statements from the appropriate parties must be submitted to the Company for review.

- ☐ (T) A copy of the construction contract must be submitted to the Company for review.

- ☐ (U) An inspection of the land must be performed by the Company for verification of the phase of construction.

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. Water rights, claims or title to water, whether or not shown by the public records.
2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the County Assessor, per Nevada Revised Statute 361.260.
3. The tax search indicates that the land described in Schedule A is benefited by a tax exemption that may terminate upon transfer of said land. The land then may become taxed, pro-rata, for the unexpired term of the tax year from the termination of the exemption. Policy will except loss or damage arising from the retroactive reimposition of taxes from the termination of the exemption.

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4. Reservations and provisions as contained in the Patent from the State of Nevada, recorded October 17, 1902, in Book 3F, Pages 229-230 of Miscellaneous Records, as Patent No. 2238 Lincoln County, Nevada.
5. Reservations and provisions as contained in the Patent from the State of Nevada, recorded November 30, 1902, in Book 3F, Pages 268-269 of Miscellaneous Records, as Patent No. 4882 Lincoln County, Nevada.
6. Reservations and provisions as contained in the Patent from the State of Nevada, recorded November 30, 1902, in Book 3F, Pages 270-271 of Miscellaneous Records, as Patent No. 4883 Lincoln County, Nevada.
7. A document entitled "Agreement" recorded October 8, 1913 in Book 1, Page 248 as Instrument No. 05717 of Miscellaneous Records.
8. An easement for sanitary sewer lines and incidental purposes in the document recorded March 7, 1933 in Book 10, Page 15 as Instrument No. 48220 of Miscellaneous Records.
9. An easement for highway or road and incidental purposes in the document recorded April 8, 1936 in Book 22, Pages 433-434 as Instrument No. 60992 of Deed Records.

10. Covenants, conditions, and restrictions in a Declaration and Establishment of Restrictive Covenants recorded December 31, 1941, in Book 16, Page 200 as Instrument No. 129399 of Miscellaneous Records.
11. The terms and provisions contained in the document entitled "Deed" recorded December 31, 1941 in Book 29, Page 389 as Instrument No. 129398 of Official Records.
12. Easements as shown and/or dedicated upon the final map of Biltmore Addition Annex Number 3, on file in Book 2 of plats, Page 48 , of Official Records.
13. Covenants, conditions, and restrictions in a Grant, Bargain, Sale Deed recorded February 16, 1948, in Book 55, Page 132 as Instrument No. 278086 of Official Records.
14. The terms and reservations contained in the document entitled "Deed" recorded August 14, 1952 in Book 67, Page 233 as Instrument No. 389078 of Official Records.

Document also recorded November 18, 1952 in Book 68, Page 345 as Instrument No. 395131 of Deed Records.
15. This item has been intentionally deleted.
16. This item has been intentionally deleted.
17. An easement for public utilities and incidental purposes in the document recorded December 4, 1961 in Book 331 as Instrument No. 267248 of Official Records.
18. This item has been intentionally deleted.
19. An easement for public utilities and incidental purposes in the document recorded May 10, 1978 in Book 885 as Instrument No. 844499 of Official Records.
20. Any restrictions covering the future use of the land, as disclosed by an Ordinance, recorded November 22, 1996 in Book 961122 of Official Records, Clark County, Nevada, as Instrument No. 00847 and as adopted in that certain document recorded November 22, 1996 in Book 961122 of Official Records, Clark County, Nevada, as Instrument No. 00848 and re-recorded November 25, 1996 in Book 961125 of Official Records, as Instrument No. 00566.
21. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 22, 2005, in Book 20050222 as Instrument No. 00577 of Official Records, over a portion of the land.
22. The following matters disclosed by an ALTA/ACSM survey made by Alan R. Riecki on November 23, 2010, designated Job No. Not Set Out:
A) Unrecorded easement or lesser right for subterranean storm drain channel as shown and delineated on said survey.

B) Unrecorded easements or lesser rights for Traffic Signal Control Cabinet, Transformers, Utility Vault, Transformer Generator, Sewer Manhole as shown and delineated on said survey.

23. Rights of parties in possession.
24. An easement for public utilities and incidental purposes in the document recorded November 1, 1989 in Book 891101 as Instrument No. 00677 of Official Records.
25. A document entitled "Quitclaim Deed and Bill of Sale" recorded February 11, 1991 in Book 910211 as Instrument No. 00910 of Official Records.

The Assessor's Office based the legal of APN 139-27-701-013 on this document. Per Assessor, a lease request was made on this legal description)

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

26. An easement for driveway, retaining wall, landscaping and appurtenances thereto and incidental purposes in the document recorded December 30, 2008 in Book 20081230 as Instrument No. 03810 of Official Records.
27. Any violations of the Subdivision or Parcel Map Acts pursuant to the Nevada Revised Statutes as defined under Code Section 278.010-278.630.

INFORMATIONAL NOTES

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

CONDITIONS

1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

First American Title Insurance Company

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or

- governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- | | |
|----------------------------|----------------------------|
| * land use | * land division |
| * improvements on the land | * environmental protection |

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:

- * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

