

NEVADA TITLE COMPANY
2500 North Buffalo, Suite # 150
Las Vegas, Nevada 89128
(702) 251-5000

ATTENTION:

September 28, 2006

Your Number
Order Number: 06-09-1257-SD

Dated as of September 15, 2006 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, **Nevada Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the exclusions from coverage document attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the exclusions from coverage. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referenced to below and the exceptions and exclusions set forth in the exclusions from coverage of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.


Title Officer: Sue Dudzinski

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS SCHEDULE COVERED BY THIS REPORT IS:

A Fee

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

The City of Las Vegas, a municipal corporation

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

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

The form of Policy of Title Insurance contemplated by this report is:

- California Land Title/American Land Title Association Homeowners Policy
- American Land Title Association Lender's Policy
- American Land Title Association Owners Policy
- California Land Title Association Standard Owner's/Lenders

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.B. & M., CITY OF LAS VEGAS, IN THE OFFICE OF THE THE COUNTY RECORDER OF CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SAID SECTION 29;
THENCE N 00 26' 55" E ALONG THE CENTER LINE OF MARION DRIVE A DISTANCE OF 1316.34 FEET; THENCE N 87 12' 24" E ALONG THE SOUTH RIGHT-OF-WAY OF HARRIS AVENUE A DISTANCE OF 46.53 FEET; **THE TRUE POINT OF BEGINNING;**
THENCE; N 87 12' 24" E CONTINUE ALONG THE SOUTH RIGHT-OF-WAY OF HARRIS AVENUE A DISTANCE OF 355.76 FEET
THENCE S 0 35' 41" W A DISTANCE OF 194.29 FEET
THENCE N 87 12' 13" E A DISTANCE OF 121.77 FEET
THENCE; S 0 30' 45" W A DISTANCE OF 655.52 FEET
THENCE N 29 34' 38" W ALONG THE EAST RIGHT-OF-WAY OF LAS VEGAS WASH (150' RIGHT-OF-WAY) A DISTANCE OF 950.33 FEET; **TO THE TRUE POINT OF BEGINNING;**

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. State and County Taxes for the fiscal period of 2006 to 2007, a lien now due and payable in the total amount of \$4,102.07, and payable in the following installments and becomes delinquent if not paid as set forth below.

First installment of \$1,025.51 has been paid

Second installment of \$1,025.52 unpaid delinquent first Monday in October

Third installment of \$1,025.52 unpaid delinquent first Monday in January

Fourth installment of \$1,025.52 unpaid delinquent first Monday in March

Parcel No. 140-29-801-001

2. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.
3. Reservations and Easements in the patent from the State of Nevada, recorded February 8, 1929, in Book 13 of Deeds, Pages 543-544 as Document No. 30278 of Official Records.
4. Our search in the public record did not disclose any open deeds of trust on the herein described property. Please confirm with your seller/borrower that there are no liens or encumbrances affecting the herein described property other than those shown on the Preliminary Report or Commitment bearing the above referenced escrow number.
5. The following is a chain of conveyances which occurred within twenty-four (24) months of the date of this report, as shown below:

GRANT, BARGAIN, SALE DEED Recorded June 9, 2005 in Book No. 20050609 as Document No. 03119 from NELLIS LAND COMPANY, A NEVADA GENERAL PARTNERSHIP to MCKINLEY GORE LLC, A NEVADA LIMITED LIABILITY COMPANY the Transfer Tax paid was \$4,207.50

GRANT, BARGAIN, SALE DEED Recorded June 9, 2005 in Book No. 20050609 as Document No. 03120 from MCKINLEY GORE LLC, A NEVADA LIMITED LIABILITY COMPANY to BONANZA-MARION, LLC, A NEVADA LIMITED LIABILITY COMPANY the Transfer Tax paid was \$9,180.00

GRANT, BARGAIN AND SALE DEED Recorded September 8, 2006 in Book No. 20060908 as Document No. 03356 from BONANZA-MARION LLC, A NEVADA LIMITED LIABILITY COMPANY to THE TRUST FOR PUBLIC LAND, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION the Transfer Tax paid was \$7,140.00

GRANT, BARGAIN AND SALE DEED Recorded September 8, 2006 in Book No. 20060908 as Document No. 03357 from THE TRUST FOR PUBLIC LAND, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION to THE CITY OF LAS VEGAS, A MUNICIPAL CORPORATION the Transfer Tax paid was \$EXEMPT

6. Water rights, claims or title to water, whether or not shown by the public records.
7. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.

NOTE: Should an inspection of the real property disclose any work of improvement in progress, this Company may be unwilling to provide mechanic's lien coverage.

8. 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.
9. Any Claim of Lien for labor and/or materials that may be filed against said land by reason of work or improvement thereon, as disclosed by an inspection of said premises.
10. Prior to the issuance of an ALTA form Policy of Title Insurance, it shall be required that this Company be furnished with an ALTA/ACSM LAND TITLE SURVEY conforming to the minimum standard requirements as revised in 2005.

11. **REQUIREMENT:** In the event this file converts to a request for title insurance, please advise the Title Department at least one week prior to close of the transaction.

We reserve the right to make additional exceptions and/or requirements.

12. Please provide the name(s) of the prospective purchaser(s) to the Title Department at least one week prior to the close of escrow so that we may complete this report. Additional requirements may be made at that time.

NOTE: This report is a preliminary investigation only of the property contained herein. This is not an abstract, it is a report derived from our review of various documents of record. No reliance should be placed on the contents hereof without first obtaining the approval of an Officer of the Company.

TAX INFORMATION:
2006-2007

District:	200
Tax Rate:	3.2802
Parcel No.:	140-29-801-001
Real Estate:	\$278,600.00
Improvements:	\$0.00
Assessed Valuation:	\$278,600.00
Acreage Assessed:	3.98

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

KVN

COUNTY RECORDER REQUIREMENTS

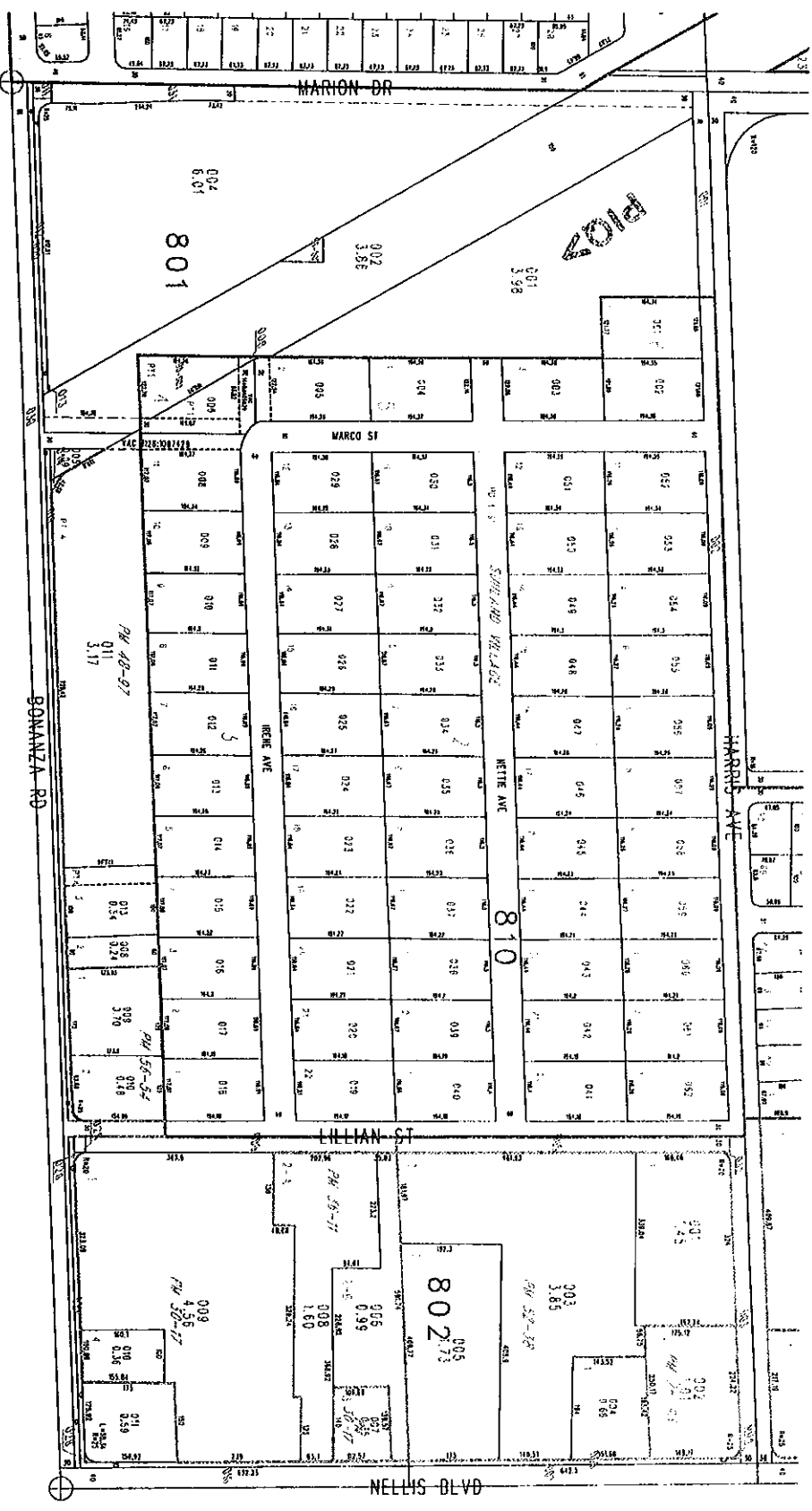
EFFECTIVE JULY 1, 2003, ALL DOCUMENTS, EXCEPT MAPS, SUBMITTED FOR RECORDING WITH THE OFFICE OF THE CLARK/NYE COUNTY RECORDER, MUST COMPLY WITH NRS 247.110, AS FOLLOWS:

- a) Be on 20# paper that is 8 ½ inches by 11 inches in size
- b) Have a margin of 1 inch on the left and right sides and at the bottom of each page; and
- c) Have a space of 3 inches by 3 inches at the upper right corner of the first page and have a margin of 1 inch at the top of each succeeding page.
- d) Not contain printed material on more than one side of each page.
- e) Print that is NO smaller than 10-point Times New Roman font and contains no more than 9 lines of text per vertical inch.
- f) MUST NOT be printed in any ink other than black

ANY DOCUMENT NOT COMPLYING WITH THESE GUIDELINES WILL BE SUBJECT TO AN ADDITIONAL, MINIMUM COUNTY NON-COMPLIANCE RECORDING CHARGE OF \$25.00 PER DOCUMENT.

SCHEDULE C

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): Nonpublic personal information about you is provided to us from information you submit on forms and documents and from others who are involved in your transaction. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. If you want a full page explanation of our privacy policy, or if you have questions, please contact us.



NOTES

This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data exhibited 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.

SEE THIS SCALE (FEET) WHEN MAP REDUCED FROM THIS ORIGINAL.

MAP LEGEND

Parcel Boundary
 Subd Boundary
 Road Easement
 Pw/Ld Boundary
 Non-Parcel Lot Line
 Match Line / Leader Line
 Road ID Number

ASSESSOR'S PARCELS - CLARK CO., NV.
 M. W. Sonfield, Assessor

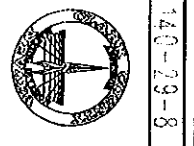
202
 PARCEL SUB/S/O NUMBER
 PLAT RECORDING NUMBER
 BLOCK NUMBER
 LOT NUMBER
 GOV. LOT NUMBER

120S 86ZE

811	124	123	122
801	139	140	141
812	161	160	

29

8	5	4	5	2	1	3	4
7	8	3	8	11	12		
18	17	16	15	14	13		
10	20	21	22	23	24		
20	28	29	27	26	25		
31	32	33	34	35	36		



**EXHIBIT 1 (REV. 6/2/98)
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 OR ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (1) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (2) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (3) 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 (4) 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 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 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 CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS 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.

- C. LAND USE
- D. IMPROVEMENTS ON 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, 8D, 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.

LIMITATIONS ON COVERED RISKS

YOUR INSURANCE FOR THE FOLLOWING COVERED RISKS IS LIMITED ON THE OWNER'S COVERAGE STATEMENT AS FOLLOWS: FOR COVERED RISK 14, 15, 16 AND 18, YOUR DEDUCTIBLE AMOUNT AND OUR MAXIMUM DOLLAR LIMIT OF LIABILITY SHOWN IN SCHEDULE A. THE DEDUCTIBLE AMOUNTS AND MAXIMUM DOLLAR LIMITS SHOWN ON SCHEDULE A ARE AS FOLLOWS:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000
Covered Risk 15:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 16:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 18:	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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 NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTEREST, 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.

**CALIFORNIA LAND TITLE ASSOCIATION
HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
AMERICAN LAND TITLE ASSOCIATION
HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
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

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6/1/87)
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
 - IMPROVEMENTS ON THE LAND
 - LAND DIVISION
 - 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.

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/92)
WITH ALTA 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, ATTORNEY'S 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 (1) THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND; (2) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (3) 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 (4) 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 (EXCEPT TO THE EXTENT THAT THIS POLICY INSURED THE PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER ANY STATUTORY LIEN FOR SERVICES, 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); 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 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:
 - (1) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (2) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OF EQUITABLE SUBORDINATION; OR
 - (3) 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.

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)
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, ATTORNEY'S 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 (1) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (2) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (3) 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 (4) 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 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:
 - (1) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (2) 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.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
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, ATTORNEY'S 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 AREAS 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. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12, 13, 14, AND 16 OF THIS 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. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12, 13, 14, AND 16 OF THIS 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 (THIS PARAGRAPH DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 AND 26); 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 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, EXCEPT AS PROVIDED IN COVERED RISK 27, OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. REAL PROPERTY TAXES OR ASSESSMENTS OF ANY GOVERNMENTAL AUTHORITY WHICH BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 7, 8(F) AND 28.
7. 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 LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
8. LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO EACH AND EVERY ADVANCE MADE AFTER DATE OF POLICY, AND ALL INTEREST CHARGED THEREON, OVER LIENS, ENCUMBRANCES AND OTHER MATTERS AFFECTING THE TITLE. THE EXISTENCE OF WHICH ARE KNOWN TO THE INSURED AT:
 - (A) THE TIME OF THE ADVANCE; OR
 - (B) THE TIME A MODIFICATION IS MADE TO THE TERMS OF THE INSURED MORTGAGE WHICH CHANGES THE RATE OF INTEREST CHARGED, IF THE RATE OF INTEREST IS GREATER AS A RESULT OF THE MODIFICATION THAN IT WOULD HAVE BEEN BEFORE THE MODIFICATION. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8.
9. THE FAILURE OF THE RESIDENTIAL STRUCTURE, OR ANY PORTION THEREOF TO HAVE BEEN CONSTRUCTED BEFORE, ON OR AFTER DATE OF POLICY 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 DATE OF POLICY.

NEVADA TITLE COMPANY
2500 North Buffalo, Suite # 150
Las Vegas, Nevada 89128
(702) 251-5000

ATTENTION: Sue Dudzinski

February 10, 2006

Your Number
Order Number: 06-02-0757-SD

Dated as of January 25, 2006 at 7:30 a.m.

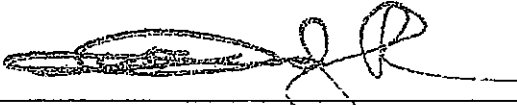
In response to the above referenced application for a policy of title insurance, **Nevada Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the exclusions from coverage document attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the exclusions from coverage. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referenced to below and the exceptions and exclusions set form in the exclusions from coverage of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.



Title Officer: Sue Dudzinski

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS SCHEDULE COVERED BY THIS REPORT IS:

A Fee

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

Bonanza-Marion, LLC, a Nevada Limited Liability Company

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

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

Buyer: The Trust For Public Land

The form of Policy of Title Insurance contemplated by this report is:

- (X) California Land Title Association Standard Owner's/Lenders
- (X) American Land Title Association Lender's Policy
- () American Land Title Association Owners Policy
- () Preferred Homeowners Policy

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 29; THENCE NORTH ALONG THE WEST LINE THEREOF, A DISTANCE OF 1346.39 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 29; THENCE EAST ALONG THE NORTH LINE THEREOF TO A WEST LINE OF SUNLAND VILLAGE, AS RECORDED IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER ON FILE IN BOOK 16 OF PLATS, PAGE 21; THENCE SOUTH 00°36'41" EAST ALONG SAID WEST LINE, A DISTANCE OF 224.34 FEET; THENCE NORTH 87°12'13" EAST, A DISTANCE OF 121.77 FEET; THENCE SOUTH 0°33'43" WEST, A DISTANCE OF 897.56 FEET; THENCE NORTH 87°11'30" EAST, A DISTANCE OF 152.78 FEET TO THE EAST LINE OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 29; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 29 TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM

A STRIP OF LAND 150 FEET IN WIDTH, LYING 75 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 29; THENCE SOUTH 1°13'50" WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), 96.92 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE SOUTH 28°47'28" EAST, 1396.58 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), SAID POINT BEARS NORTH 87°57'07" EAST 699.89 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE POINT OF TERMINATION. THE SIDE LINES OF SAID STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED AS TO BEGIN ON THE NORTH LINE AND THE WEST LINE AND TO TERMINATE ON THE SOUTH LINE, OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 29.

FURTHER EXCEPTING THEREFROM

THOSE PORTIONS CONVEYED FOR ROAD PURPOSES BY DEEDS RECORDED SEPTEMBER 3, 1954 AS DOCUMENT NO. 19378, RECORDED JULY 24, 1955 AS DOCUMENT NO. 50172, RECORDED JUNE 3, 1974 AS DOCUMENT NO. 390442 AND RECORDED MAY 11, 1964 AS DOCUMENT NO. 432173 AND RECORDED JANUARY 20, 1995 IN BOOK 950120 AS DOCUMENT NO. 01869, OF OFFICIAL RECORDS.

WE WILL REQUIRE A METES AND BOUNDS LEGAL DESCRIPTION PRIOR TO THE CLOSE OF ESCROW.

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. State and County Taxes for the fiscal period of 2005 to 2006, a lien now due and payable in the total amount of \$3,798.21, and payable in the following installments and becomes delinquent if not paid as set forth below.

First installment of \$949.55 has been paid

Second installment of \$949.55 has been paid

Third installment of \$949.55 has been paid

Fourth installment of \$949.56 has been paid with \$37.98 remaining unpaid delinquent first Monday in March

Parcel No. 140-29-801-001

2. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.
3. The herein described property lies within the City of Las Vegas Special Improvement District No. 441 (Bonanza Road) as evidenced by an instrument entitled "FIRST ASSESSMENT APPORTIONMENT REPORT", recorded December 22, 1994 in Book 941222 as Document No. 00742, of Official Records.

Affects: That land lying southwesterly of that strip of land 150 feet in width.

4. Reservations and Easements in the patent from the State of Nevada, recorded February 8, 1929, in Book 13 of Deeds, Pages 543-544 as Document No. 30278 of Official Records.
5. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded September 13, 1963, in Book 476 as Document No. 383971 of Official Records.

Affects: That land lying southwesterly of that strip of land 150 feet in width.

6. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded November 7, 1963, in Book 490 as Document No. 395126 of Official Records.

Affects: That land lying southwesterly of that strip of land 150 feet in width.

7. Terms, covenants, conditions and provisions in an instrument entitled, "ZONING VIOLATION/NUISANCE NOTICE AND ORDER TO COMPLY", recorded June 15, 2004, in Book 20040615 as Document No. 0002954, of Official Records.
8. Deed of Trust to secure an indebtedness of \$800,000.00 and any other amounts payable under the terms thereof:
Recorded: June 9, 2005 in Book 20050609 Document No. 03121 of Official Records.
Dated: June 3, 2005
Trustor: Bonanza-Marion, LLC, a Nevada limited liability company
Trustee: Chicago Title Agency of Nevada, Inc.
Beneficiary: McKinley Gore LLC, a Nevada limited liability company

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

Affects the herein described property with other property.

9. Terms, covenants, conditions and provisions in an instrument entitled, "NUISANCE NOTICE AND ORDER TO COMPLY", recorded October 11, 2005, in Book 20051011 as Document No. 02457, of Official Records.
10. Terms, covenants, conditions and provisions in an instrument entitled, "NUISANCE NOTICE AND ORDER TO COMPLY", recorded October 11, 2005, in Book 20051011 as Document No. 02458, of Official Records.
11. The following is a chain of conveyances which occurred within twenty-four (24) months of the date of this report, as shown below:

GRANT, BARGAIN, SALE DEED Recorded June 9, 2005 in Book No. 20050609 as Document No. 03120 from MCKINLEY GORE LLC, A NEVADA LIMITED LIABILITY COMPANY to BONANZA-MARION, LLC, A NEVADA LIMITED LIABILITY COMPANY the Transfer Tax paid was \$9,180.00
12. Water rights, claims or title to water, whether or not shown by the public records.

13. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.

NOTE: Should an inspection of the real property disclose any work of improvement in progress, this Company may be unwilling to provide mechanic's lien coverage.

14. 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.
15. Any Claim of Lien for labor and/or materials that may be filed against said land by reason of work or improvement thereon, as disclosed by an inspection of said premises.
16. **In the event that this transaction requires an Alta Owner's Policy, we will need the following items prior to the close of escrow:**

1. Prior to the issuance of an ALTA form Policy of Title Insurance, it shall be required that this company be furnished with an ALTA/ACSM LAND SURVEY conforming to the minimum standard requirements as revised in 1999.

2. It is required that Seller furnish a fully executed Owner's Affidavit prior to close of this transaction if ALTA Extended Owner's coverage is contemplated.

the right is reserved to make additional exceptions and/or requirements upon examination of said documentation.

3. The requirement that a physical inspection of the subject land be made prior to the close of escrow.

NOTE: Additional exceptions and/or requirements may be added to this report upon completion of said inspection.

17. NOTE: Information in possession of this company indicates that a division of land is contemplated in the current transaction involving the land described in this report. Such contemplated division of land would appear to fall within the purview of the Subdivision Map Act and at least one of the following requirements must be accomplished:

(1) That a subdivision map has been recorded in compliance with the Subdivision Map Act or related local ordinances;

(2) That a parcel map has been recorded in compliance with the Subdivision Map Act or related local ordinances; or

(3) That a Waiver or other satisfactory evidence indicating compliance or nonviolation be furnished.

18. Failure to comply with the provisions of NRS 278.325, which provides that a record of survey, showing the boundary lines of the property herein described, must be recorded prior to the creation of a new parcel.

The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in satisfaction of the requirement above.

19. Prior to the close of escrow, we will require a metes and bound legal description from a licensed surveyor to be insured herein.

TAX INFORMATION:
2005-2006

District:	200
Tax Rate:	3.2812
Parcel No.:	140-29-801-001
Real Estate:	\$177,608.00
Improvements:	\$0.00
Assessed Valuation:	\$177,608.00
Acreage Assessed:	3.98

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

KVN

COUNTY RECORDER REQUIREMENTS

EFFECTIVE JULY 1, 2003, ALL DOCUMENTS, EXCEPT MAPS, SUBMITTED FOR RECORDING WITH THE OFFICE OF THE CLARK/NYE COUNTY RECORDER, MUST COMPLY WITH NRS 247.110, AS FOLLOWS:

- a) Be on 20# paper that is 8 ½ inches by 11 inches in size
- b) Have a margin of 1 inch on the left and right sides and at the bottom of each page;
and
- c) Have a space of 3 inches by 3 inches at the upper right corner of the first page and have a margin on 1 inch at the top of each succeeding page.
- d) Not contain printed material on more than one side of each page.
- e) Print that is NO smaller than 10-point Times New Roman font and contains no more than 9 lines of text per vertical inch.
- f) MUST NOT be printed in any ink other than black

ANY DOCUMENT NOT COMPLYING WITH THESE GUIDELINES WILL BE SUBJECT TO AN ADDITIONAL, MINIMUM COUNTY NON-COMPLIANCE RECORDING CHARGE OF \$25.00 PER DOCUMENT.

SCHEDULE C

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): Nonpublic personal information about you is provided to us from information you submit on forms and documents and from others who are involved in your transaction. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. A full-page explanation of our privacy policy is being delivered to you separately. If you do not receipt it, or if you have questions about it, please call us, and a duplicate copy will be provided to you.

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 Department 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(S) WHEN MAP SQUARED FROM UNIT ORIGINAL

ASSESSOR'S PARCELS - CLARK CO., NV.
 M. W. Schofield, Assessor

MAP LEGEND

Parcel Boundary
 Subd Boundary
 Road Easement
 PAID Boundary
 Non-Parcel Lot Line
 Watch Line / Leaser Line
 Road ID Number

001 Parcel Number
 202 Parcel Sub/Seq Number
 202 Plat Recording Number
 5 Block Number
 3 Lot Number
 625 Gov. Lot Number

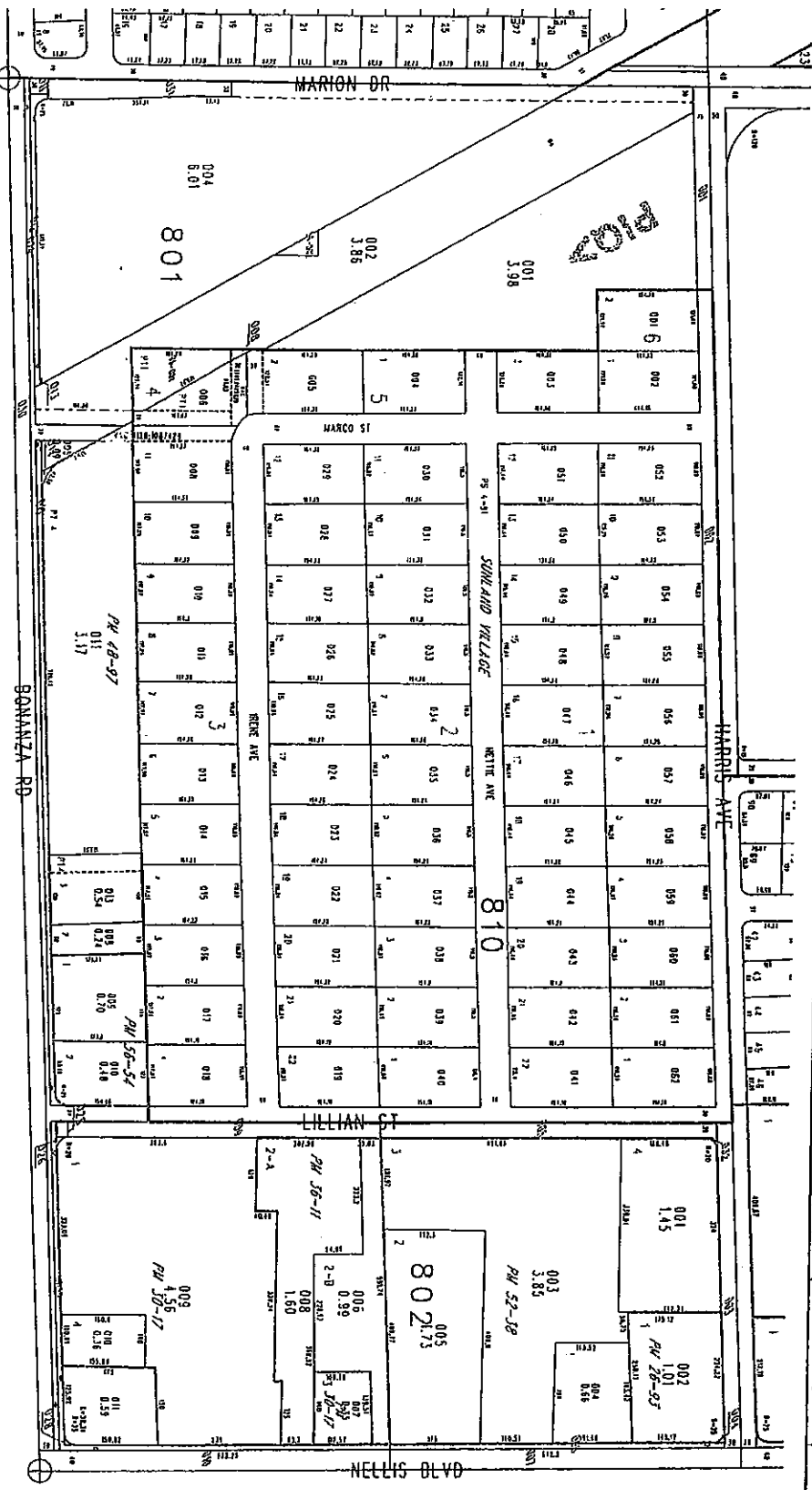
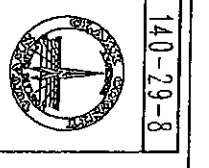
T205 R62E

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Scale: 1" = 200'

REV: 03/05/03

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**EXHIBIT 1 (REV. 6/2/98)
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 OR ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (1) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND, (2) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (3) 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 (4) 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 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 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 CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS 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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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 NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS
- 2 ANY FACTS, RIGHTS, INTEREST, 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

**CALIFORNIA LAND TITLE ASSOCIATION
HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
AMERICAN LAND TITLE ASSOCIATION
HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
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 CONDEMNATING 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, 8D, 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

LIMITATIONS ON COVERED RISKS

YOUR INSURANCE FOR THE FOLLOWING COVERED RISKS IS LIMITED ON THE OWNER'S COVERAGE STATEMENT AS FOLLOWS:
FOR COVERED RISK 14, 15, 16 AND 18, YOUR DEDUCTIBLE AMOUNT AND OUR MAXIMUM DOLLAR LIMIT OF LIABILITY SHOWN IN SCHEDULE A
THE DEDUCTIBLE AMOUNTS AND MAXIMUM DOLLAR LIMITS SHOWN ON SCHEDULE A ARE AS FOLLOWS:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000
Covered Risk 15:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 16:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 18:	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6/1/87)
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
- IMPROVEMENTS ON THE LAND
- LAND DIVISION
- 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 CONDEMNATING 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 6 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

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10/17/92)
WITH ALTA 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, ATTORNEY'S 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 (1) THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND; (2) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERRECTED ON THE LAND; (3) 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 (4) 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 (EXCEPT TO THE EXTENT THAT THIS POLICY INSURED THE PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER ANY STATUTORY LIEN FOR SERVICES, 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); 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 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:
 - (1) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (2) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OF EQUITABLE SUBORDINATION; OR
 - (3) 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

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)
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, ATTORNEY'S 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 (1) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (2) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERRECTED ON THE LAND; (3) 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 (4) 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:
 - (1) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (2) 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

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
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, ATTORNEY'S 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 ERRECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREAS 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 THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12, 13, 14 AND 16 OF THIS 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 THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12, 13, 14, AND 16 OF THIS 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 (THIS PARAGRAPH DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 9, 16, 18, 19, 20, 21, 22, 23, 24, 25 AND 26); 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 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, EXCEPT AS PROVIDED IN COVERED RISK 27, OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW
- 6 REAL PROPERTY TAXES OR ASSESSMENTS OF ANY GOVERNMENTAL AUTHORITY WHICH BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 7, 8(E) AND 26
- 7 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 LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8
- 8 LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS TO EACH AND EVERY ADVANCE MADE AFTER DATE OF POLICY, AND ALL INTEREST CHARGED THEREON, OVER LIENS, ENCUMBRANCES AND OTHER MATTERS AFFECTING THE TITLE THE EXISTENCE OF WHICH ARE KNOWN TO THE INSURED AT:
 - (A) THE TIME OF THE ADVANCE; OR
 - (B) THE TIME A MODIFICATION IS MADE TO THE TERMS OF THE INSURED MORTGAGE WHICH CHANGES THE RATE OF INTEREST CHARGED, IF THE RATE OF INTEREST IS GREATER AS A RESULT OF THE MODIFICATION THAN IT WOULD HAVE BEEN BEFORE THE MODIFICATION THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED IN COVERED RISK 8
- 9 THE FAILURE OF THE RESIDENTIAL STRUCTURE, OR ANY PORTION THEREOF TO HAVE BEEN CONSTRUCTED BEFORE, ON OR AFTER DATE OF POLICY 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 DATE OF POLICY

VESTING DEED

4

20050609-0003120

APN: 140-29-801-001 140-29-801-004
Affix R.P.T.T. \$9,180.00

Fee: \$17.00 RPTT: \$9,180.00
N/C Fee: \$0.00

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:

06/09/2005 13:12:22
T20050105869

DON TAYLOR
5066 W. 11200 N.
HIGHLAND, UT 84003

Requestor:
CHICAGO TITLE

Frances Deane LEX
Clark County Recorder Pgs: 4

ESCROW NO: 05009676-081-KRF

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

McKinley Gore LLC, a Nevada limited liability company

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

BONANZA-MARION, LLC, A NEVADA LIMITED LIABILITY COMPANY

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

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

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

Witness my/our hand(s) this 2 day of June 2005.

SELLERS:

McKinley Gore LLC, a Nevada limited liability company

By: [Signature]

Name: Robert L. Gore

Title: MR

By: [Signature]

Name: Kevin M. Kinley

Title: MR

ESCROW NO: 05009676-081-KRF

STATE OF NEVADA)

) ss.

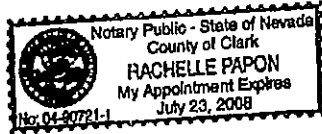
COUNTY OF Clark

On this 9th day of June, 2005
appeared before me, a Notary Public,
Robert L. Gore

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

Rachelle Papon
Notary Public

My commission expires: July 23, 2008



STATE OF NEVADA)

) ss.

COUNTY OF Clark

On this 2nd day of June, 2005
appeared before me, a Notary Public,
Kevin McKinley

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

Rachelle Papon
Notary Public

My commission expires: July 23, 2008

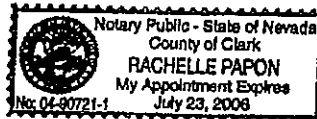


Exhibit A

That portion of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 29, Township 20 South, Range 62 East, M.D.M., City of Las Vegas, Clark County, Nevada described as follows:

BEGINNING at the Southwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;

Thence North along the West line thereof, a distance of 1346.39 feet to the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;

Thence East along the North line thereof to a West line of Sunland Village, as recorded in the Office of the Clark County, Nevada Recorder on File in Book 16 of Plats, Page 21;

Thence South 00°36'41" East along said West line, a distance of 224.34 feet;

Thence North 87°12'13" East, a distance of 121.77 feet;

Thence South 0°33'43" West, a distance of 897.56 feet;

Thence North 87°11'30" East, a distance of 152.78 feet to the East line of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;

Thence South along said East line to the Southeast Corner of Southeast Quarter (SE ¼);

Thence West along the South line of said Section 29 to the TRUE POINT OF BEGINNING.

Excepting Therefrom a strip of land 150 feet in width, lying 75 feet on each side of the following described centerline:

COMMENCING at the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said section 29;

Thence South 1°13'50" West along the along the West line of said Southeast Quarter (SE ¼), 96.92 feet to the TRUE POINT OF BEGINNING of the herein described centerline:

Thence South 28°47'28" East, 1396.58 feet to a point on the South line of said Southeast Quarter (SE ¼), said point bears North 87°57'07" East 699.89 feet from the South Quarter corner of said Section 29, said point also being the point of termination. The side lines of said strip of land are to be lengthened or shortened as to begin on the North line and the West line and to terminate on the South line, of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29.

Further Excepting Therefrom those portions conveyed for road purposes by Deeds recorded September 3, 1954 in Book 20 as Document No. 19378, June 24, 1955 in Book 59 as Document No. 50172, May 11, 1964 in Book 537 as Document No. 432173, June 3, 1974 in Book 431 as Document No. 390442, January 20, 1995 in Book 950120 as Document No. 01869, all of Official Records, Clark County, Nevada.

**State of Nevada
Declaration of Value**

1. Assessor's Parcel Number(s)

a) 140-29-801-001

b) 140-29-801-004

c)

d)

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Documentation/Instrument #: _____

Book: _____ Page: _____

Date of Recording: _____

Notes:

3. Total Value/Sales Price of Property:

\$1,800,000.00

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

Transfer Tax Value: \$1,800,000.00

Real Property Transfer Tax Due: \$9,180.00

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____%

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

Signature: [Signature]

Capacity: SELLER

Signature: [Signature]

Capacity: MGP

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: ROBERT GORE

Address: 50 SOUTH JONES, #101

City: LAS VEGAS

State: NV Zip: 89107

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: DON TAYLOR

Address: 5066 W. 11200 N.

City: HIGHLAND

State: NV Zip: 84003

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

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

Escrow #: 05009676-081

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

3120

**State of Nevada
Declaration of Value**

1. Assessor Parcel Number(s)
 a) 140-29-801-007, 140-29-801-004
 b) _____
 c) _____
 d) _____

2. Type of Property:
 X a) Vacant Land b) Sgl. Fam. Residence
 c) Condo/Twnhse d) 2-4 Plex
 e) Apt. Bldg. f) Comm'l/Ind'l
 g) Agricultural h) Mobile Home
 i) Other _____

FOR RECORDER'S OPTIONAL USE ONLY	
Document/Instrument #:	_____
Book: _____	Page: _____
Date of Recording:	_____
Notes:	_____

3. Total Value/Sales Price of Property \$825,000.00
 Deed in Lieu of Foreclosure Only (value of property) _____
 Transfer Tax Value: \$825,000.00
 Real Property Transfer Tax Due \$4,207.50

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per NRS 375.090, Section: _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %
 The undersigned declare(s) and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity: GRANTOR/SELLER
 Signature: _____ Capacity: GRANTEE/BUYER
SELLER (GRANTOR) INFORMATION **BUYER (GRANTEE) INFORMATION**
 (REQUIRED) (REQUIRED)

Print Name: Nellis Land Company, a Nevada general partnership Print Name: Mckinley Gore LLC, a Nevada limited liability company
 Address: 2122 Century Park Ln Address: 505. Jones
 City/State/Zip: LA, CA 90067 City/State/Zip: LV NV 89107
COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company Esc. #: 04-10-0627-KR
 Address: 2500 N Buffalo, Suite 150
 City: Las Vegas State: NV Zip: 89128
 (AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

3119

Exception No. 3

941202.00742

0/3

City of Las Vegas, Nevada
Special Improvement District No. 441
(Bonanza Road)

FIRST ASSESSMENT APPORTIONMENT REPORT
(November 2, 1994)

RETURN TO:

City of Las Vegas
Special Improvement District
400 E. Stewart
Las Vegas, Nevada 89101

941202.00742

FIRST ASSESSMENT APPORTIONMENT
REPORT BY A.P.N.

A. The assessment that has heretofore been levied against that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 060-250-004 in the original amount of \$15,526.81, of which the amount of \$3,105.37 remains unpaid, is hereby apportioned among the lots and parcels into which said parcel has been divided as follows:

APN	UNIT NO.	%	PER UNIT ASSESSMENT	PER PARCEL ASSESSMENT
060-250-006	1	100	\$ 1,163.97	
	2	100	836.70	
	3	100	1,104.70	
TOTAL ASSESSMENT				\$ 3,105.37

Legal Description:

Part of the southwest 1/4 southeast 1/4 Section 29, Township 20 South, Range 62 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being further described in that certain instrument recorded in the office of the County Recorder in Book 0731 as Instrument Number 0690266 recorded April 25, 1977.

DATED This 2nd day of November, 1994.

Respectfully submitted,


MICHAEL K. OLSON, City Treasurer

THE CURRENT PAYMENT STATUS OF ANY OF THE FOREGOING ASSESSMENTS MAY BE OBTAINED FROM THE OFFICE OF THE COUNTY TREASURER OF CLARK COUNTY, NEVADA.

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

LAS VEGAS CITY

12-02-94 10:10 DBI 2
OFFICIAL RECORDS
BOOK: 941202 INST: 00742
FEE: .00 APTT: .00

Filed and Recorded at Request of Nevada Title & Abstract Co. Feb 8-1929 At 13 min. past 9 A. M. In Book 13 of Deeds Pages 543 and 543, Clark County, Nevada, Records. E.L. S.R. Whitehead, Recorder.

30277

APPLICATION NO. 14273

PATENT NO. 10893 THE STATE OF NEVADA

80 ACRES

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING: WHEREAS, ELIZABETH A. WATERMAN of LOS ANGELES County, CALIFORNIA, has deposited with the REGISTER OF THE STATE LAND OFFICE at Carson City the STATE TREASURER'S RECEIPT, whereby it appears that full payment has been made by the said ELIZABETH A. WATERMAN, according to the provisions of an Act of the Legislature approved March 12, 1886, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," and the Acts amendatory thereof and supplementary thereto, for the East Half of South East quarter of Section Twenty-five (25), Township Twenty (20) South, Range Sixty (60) East, Mount Diablo Base and Meridian, containing Eighty acres, according to the Official Plat of the survey of the Public Lands, as made by the United States Surveyor-General for the District of Nevada, which said tract has been purchased by the said Elizabeth A. Waterman.

THEREFORE, KNOW YE, That the State of Nevada, in consideration of the premises, and in conformity with the Act of the Legislature in such cases made and provided, has given and granted, and by these presents does give and grant unto the said Elizabeth A. Waterman and to her heirs, the said tract above described, to have and to hold the same, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said Elizabeth A. Waterman and to her heirs and assigns forever; provided, that all mines of gold, silver, copper, lead, cinnabar, and other valuable minerals which may exist in the said tract are hereby expressly reserved, except gas, coal, oil and oil shales (Chap. 172, Stats. 1921).

IN TESTIMONY WHEREOF, I, F. B. BALZAR, Governor of the State of Nevada, have caused these letters to be made patent, and the Great Seal of State to be hereto affixed. Given under my hand at Carson City, the 5th day of February, 1929.

F. B. Balzar GOVERNOR OF NEVADA

(Great Seal of the State of Nevada.)

BY THE GOVERNOR: W. G. Greathouse SECRETARY OF STATE

T. A. LOTZ State Land Register

LAND PATENT No. 10893 80 Acres ISSUED TO ELIZABETH A. WATERMAN Office of SECRETARY OF STATE CARSON CITY, NEVADA February 5th, 1929. Recorded in Volume 19 At page 303 W. G. Greathouse Secretary of State.

BY Deputy.

Filed and Recorded at Request of Nevada Title & Abstract Co. Feb 8-1929 At 57 min. past 11 A. M. In Book 13 of Deeds Page 543, Clark County, Nevada, Records. E.L. S.R. Whitehead, Recorder.

30278

APPLICATION NO. 12369

PATENT NO. 10092

840 Acres

THE STATE OF NEVADA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING: WHEREAS, C. L. RONNOW of CLARK County, NEVADA has deposited with the REGISTER OF THE STATE LAND OFFICE at Carson City the STATE TREASURER'S RECEIPT, whereby it appears that full payment has been made by James Kirby according to the provisions of an Act of the Legislature approved March 12, 1886, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," and the Acts amendatory thereof and supplementary thereto, and in obedience to an Order of the District Court of the Tenth Judicial District of the State of Nevada, in and for the County of Clark, made on the 28th day of May, 1920, in the matter of the application of C. L. Ronnow for an order directing patent to issue to him (C. L. Ronnow), the successor in interest of James Kirby, to State Land Contract No. 7629, under Application No. 12369, for all of Section Twenty-nine (29), Township Twenty (20) South, Range Sixty-two (62) East, Mount Diablo Base and Meridian, containing Six Hundred Forty acres, according to the Official Plat of the survey of the Public Lands, as made by the United States Surveyor-General for the District of Nevada, which said tract has been purchased by said James Kirby.

THEREFORE, KNOW YE, That the State of Nevada, in consideration of the premises, and in conformity with the Act of the Legislature in such cases made and provided, has given and granted, and by these presents does give and grant unto the said C. L. Ronnow and to his heirs, and ~~to his heirs and assigns forever~~, the said tract above described, to have and to hold the same, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said C. L. Ronnow and to his ~~successors~~ heirs and assigns forever; provided, that all mines of gold, silver, copper, lead, cinnabar, and other valuable minerals which may exist in the said tract are hereby expressly reserved, except gas, coal, oil and oil shales (Chap. 172, Stats. 1921).

IN TESTIMONY WHEREOF, I, F. B. BALZAR, Governor of the State of Nevada, have caused these letters to be made patent, and the Great Seal of State to be hereto affixed. Given under my hand at Carson City, the 5th day of February, 1929.

F. B. Balzar GOVERNOR OF NEVADA

BY THE GOVERNOR: W. G. GREATHOUSE SECRETARY OF STATE T. A. LOTZ

LAND PATENT No. 10022 340 acres Issued to C.L. ROWEN Office of SECRETARY OF STATE Carson City, Nevada February 5th, 1929 Recorded in Volume 19 At page 392

W. C. Greathouse
Secretary of State

By Deputy

Filed and Recorded at Request of Nevada Title & Abstract Co. Feb 8-1929 At 58 min. part 11 A. M. In Book 13 of Deeds Pages 343 and 344, Clark County, Nevada, Records.

E.L.

S.R. Whitford, Recorder.

30279

#254

THIS INDENTURE made this 29th day of January in the year of our Lord one thousand nine hundred and twenty-nine between Phillips and Monahan Realty and Construction Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of California, and having its principal place of business at Los Angeles, in the County of Los Angeles, State of California, party of the first part, and SEMA BERTILSEN party of the second part:

WITNESSETH That the said party of the first part for and in consideration of the sum of THREE HUNDRED FORTY-SEVEN AND 50/100 DOLLARS (\$347.50), Gold Coin of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed, and by these Presents does grant, bargain, sell and convey unto the said party of the second part and to her heirs, successors and assigns forever, the following described lot or parcel of land situated in Clark County, Nevada, to-wit:

All of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 Block 30 of that certain subdivision known as VEGAS VIEW TRACT as the same is shown upon the official records in the office of the County Recorder of Clark County, Nevada, in Book 1 Page 56.

Together with the appurtenances, and an easement to enforce in a court of equity all or any of the restrictions enumerated in the several subdivisions of paragraph numbered two, hereinafter set forth, by other buyers or owners of other lots in said tract referred to.

TO HAVE AND TO HOLD the said property, appurtenances and easements unto the said party of the second part, his heirs, successors and assigns forever; provided, however, that this conveyance is expressly made and accepted subject to the following liens, encumbrances and conditions, to-wit:

1. All taxes and assessments and installments thereof made or due or hereafter coming due.
2. Subject to the following restrictions, to-wit:
 - a. The seller hereby reserves a right of way over and upon said land for laying, repairing, operating, maintaining and renewing any pipe line or lines for water, gas or sewerage and conduits or poles for electric or telephone wires.
 - b. That no part of said premises shall, at any time, be used or occupied by any person not of the Caucasian race, except while serving, for hire, as a servant of some person of the Caucasian race; nor shall any noxious or offensive factory or business be operated or carried on upon said premises or be used for any purpose contrary to law.
 - c. Said buyer further agrees that as soon as he shall erect a building on said premises which shall be used as a human habitation, to make and maintain suitable and proper provision for disposal of all sewage in accordance with any laws, rules or regulations made or required by the Health or Sanitary Officer or Board having jurisdiction over said property.
 - d. The reservations and restrictions above set forth in Clauses a, and c, are hereby declared to be both covenants and conditions and shall remain in force and be binding upon the party hereto, her heirs, executors, administrators, successors in interest and assigns until January 1, 1950, and shall be and are covenants running with the land. Said restrictions are and each of them is created for the benefit of a larger tract of land of which said lots are a part known and described as being a part of VEGAS VIEW TRACT. Upon a breach of any of the foregoing conditions, said premises shall revert to the party of the first part, its successors and assigns, and said party of the first part shall have the right of immediate re-entry upon said premises without repayment of any of the purchase price which shall be deemed forfeited to party of the first part as liquidated damages.

All of the restrictions, limitations and easements the grantee by the acceptance of this conveyance covenants and agrees for herself, and her heirs or assigns to observe and perform. But it is expressly understood and agreed that the party of the first part, its successors or assigns, shall, in no event, be liable or responsible for the enforcement of any of such restrictions.

And the said party of the first part will forever warrant and defend the title to the property herein conveyed against the lawful claims of all persons whatsoever except as hereinafter mentioned.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its secretary thereunto duly authorized, and its corporate seal to be hereunto affixed, the day and year first above written.

PHILLIPS AND MONAHAN REALTY AND CONSTRUCTION CORPORATION.

H. Grimshaw Secretary.

(Corporate Seal)

STATE OF CALIFORNIA,)
County of Los Angeles,) ss.

On this 29th day of January, in the year one thousand nine hundred and twenty-nine, before me, JEANNETTE MONAHAN a Notary Public in and for the County of Los Angeles, State of California, personally appeared H. GRIMSHAW known to me to be the SECRETARY of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Los Angeles, the day and year in this certificate first above written.

Jeannette Monahan
Notary Public in and for the County of Los Angeles, State of California.

My Commission Expires Nov. 4, 1929

(Notarial Seal)

PAGES 544

INDEXED

Exception No. 5

REQ. 60-420
30476

383971

RIGHT OF WAY GRANT

By (We) MURRAY DUBOEF and ALBERT BANA

for One Dollar and other valuable consideration, do hereby grant and convey to NEVADA POWER CO. its successors and assigns, the perpetual right to construct, to operate, to add to, to maintain, and to finally remove a line or lines consisting of poles, guys, anchors, wires, cables, and other fixtures and apparatus, or any thereof; for the transmission and distribution of electricity, telephone and/or other communication circuits, upon, over, under, and across the parcel(s) of land hereinafter described and the right of ingress and egress to and over said parcel(s); together with permission to cut and to trim brush and trees, as deemed necessary, to insure the safe and proper operation of said line or lines

The above referred to parcel of land, situated in the City of Las Vegas, County of Clark, State of Nevada, is that portion of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 29, Township 20 South, Range 62 East, M.D.M., Nevada, described as follows:

A STRIP OF LAND 12.00 FEET IN WIDTH BEING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING at the Southwest (SW) corner of Lot 1, Block 4 of SUNLAND VILLAGE, a subdivision, the plat of which is recorded in Book 4, Page 91 of Plats, Book 70 of Official Records as Document No. 58740, Clark County, Nevada, records; thence South 87°11'20" West to a point on the West line of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 29.

SAVING and EXCEPTING therefrom the South 6.00 feet of that parcel particularly described as follows:

Commencing at the Southwest (SW) corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 29; thence North 87°11'20" East a distance of 30.00 feet to a point; thence North 00°27'05" East a distance of 224.66 feet to the POINT OF BEGINNING; thence continuing North 00°27'05" East a distance of 363.00 feet to a point; thence North 87°11'20" East a distance of 300.00 feet to a point; thence South 00°27'05" West a distance of 363.00 feet to a point; thence South 87°11'20" West a distance of 300.00 feet to the point of beginning.

APPROVED FOR THE RECORDS BY THE CLERK OF THE CLERK OF CLARK COUNTY, NEVADA
NEVADA POWER CO
LGA 200 - LAS VEGAS, NEV.

The Grantors, retain the right to lease, to plant, to maintain and to so use said parcels for their own purpose so long as such use is consistent with and does not interfere with the rights herein granted.

WITNESS my hand and seal this _____ day of _____, 19____.

Albert Bana
Murray Duboef

STATE OF NEVADA
COUNTY OF CLARK

On this _____ day of _____, 19____ persons appeared before me, a Notary Public, in and for said County and State, Murray Duboef and Albert Bana, to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Robert Benton
Notary Public

NO. 383971
RECORDED AT THE REQUEST OF
Nevada Power Co.
SEP 13 8 54 AM '53
OFFICIAL RECORDS BOOK NO. 476
CLARK COUNTY, NEVADA
PAUL E. NORTH, REC'D. CLERK
DEPUTY

RIGHT OF WAY GRANT

BOARD OF TRUSTEES OF THE CLARK COUNTY SCHOOL DISTRICT

for the better and other valuable consideration, do hereby grant and convey to NEVADA POWER CO., its successors and assigns, the perpetual right to construct, to operate, to add to, to maintain, and to finally remove a line or lines consisting of poles, guys, conductors, wires, cables, and other fixtures and apparatus, or any thereof, for the transmission and distribution of electricity, telephones and/or other communication circuits, upon, over, under, and across the parcel(s) of land hereinafter described and the right of ingress and egress to and over said parcel(s), together with permission to cut and to trim brush and trees, as deemed necessary, to insure the safe and proper operation of said line or lines

The above referred to parcel of land, situate in the City of Las Vegas, County of Clark, State of Nevada, is that portion of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 29, Township 20 South, Range 62 East, M.D.M., Nevada, described as follows:

The South 6.00 feet of the following described parcel:

Commencing at the Southwest (SW $\frac{1}{4}$) corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 29; thence North 87°11'20" East a distance of 30.00 feet to a point; thence North 00°27'05" East a distance of 224.68 feet to the POINT OF BEGINNING; thence continuing North 00°27'05" East a distance of 363.00 feet to a point; thence North 67°11'20" East a distance of 300.00 feet to a point; thence South 00°27'05" West a distance of 363.00 feet to a point; thence South 87°11'20" West a distance of 300.00 feet to the point of beginning.

55

WHEN RECORDED MAIL TO:
RIGHT OF WAY DEPARTMENT
NEVADA POWER CO
BOX 126 - LAS VEGAS, NEV.



The Grantor(s) retains the right to fence, plant, maintain and so use said parcels for their own purpose so long as such use is consistent with and does not interfere with the rights hereby granted

WITNESS the Corporate Seal and seal this 10th day of October, 1963 SEAL

STATE OF NEVADA
COUNTY OF CLARK

BOARD OF TRUSTEES OF THE
CLARK COUNTY SCHOOL DISTRICT
[Signature]

On this 10th day of October, 1963 persons appeared before me, a Notary Public in and for said County and State, Chester T. Sewall and Helen C. Cannon known to me to be the PRESIDENT and CLERK of the Corporation that executed the foregoing instrument and upon oath did each depose that he is the officer of said Corporation as above designated that he is acquainted with the seal of the Corporation and that the seal affixed to said instrument is the corporate seal of said Corporation and that the signatures to said instrument were made by officers of said Corporation as indicated after said signatures that the said Corporation executed said instrument freely and voluntarily and for the uses and purposes therein mentioned

Helen C Cannon

395126

RECORDED AT THE REQUEST OF
Nevada Power Co.

NOV 7 1 45 PM '63

OFFICIAL RECORDS BOOK NO. 490
CLARK COUNTY, NEVADA
PAUL J. BOHR, RECORDER
FEE \$2.00



[Signature]
Notary Public

My Commission expires December 29, 1964 REF. J-1

APN: 140-29-801-004

Exception No. 7

20040615-0002954

Fee: \$15.00
06/16/2004 12 51:59 T20040039544
Req LAS VEGAS CITY
Frances Deane
Clark County Recorder Pgr 2



NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
ORLANDO SANCHEZ

NOTICE AND ORDER

Case #13426
April 28, 2004
Certified/Regular Mail
Return Receipt Requested

Nellis Land Company
2122 Century Park Lane, #4-411
Los Angeles, CA 90067-3304

7

ZONING VIOLATIONS/NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at the **northeast corner of Bonanza/Marion, Las Vegas, NV, Parcel #140-29-801-004**, that you are in violation of Las Vegas Municipal Code, Title 9, Chapter 12, dealing with nuisances.

Las Vegas Municipal Code 9.04.045 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$75.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$45.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection.

You are hereby ordered to correct the nuisance Per 9.04 Refuse/Waste: Remove all litter and debris.

Per 9.04 Weeds/Turf: Trim, cut, and remove all dry/high vegetation.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on-site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within ten (10) days of posting of this notice.

Responsible party must provide contact information to this department. Contact the area Code Enforcement Officer #17 by telephone at 229-5104 to supply your current phone number, e-mail address, fax number, or additional mailing address.

MAYOR OSCAR B. GOODMAN
CITY COUNCIL GARY REESE (MAYOR PRO-TEM) • LARRY BROWN
LAWRENCE WEEKLY • MICHAEL MACK • JANET MONCRIEF
CITY MANAGER: DOUGLAS A. SELBY

RETURN TO: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

18201-031-2-04 VOICE 702.229.2330 • FAX 702.382.3045 • TTY 702.386.9108 • www.ci.las-vegas.nv.us

6

Case #13426
Page 2

Upon correction of this violation(s), the responsible party being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter. It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



David Semenza, Manager
Department of Neighborhood Services
Neighborhood Response Division

Exception No. 8

3

20050609-0003121

APN: 140-29-801-001 140-29-801-004

WHEN RECORDED MAIL TO:
MCKINLEY GORE, LLC
50 SOUTH JONES, #101
LAS VEGAS, NV 89107

Fee: \$16.00
N/C Fee: \$0.00

06/09/2005 13:12:22
T20050105869

Requestor:
CHICAGO TITLE

Frances Deane LEX
Clark County Recorder Pgs: 3

ESCROW NO: 05009676-081-KRF

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this June 3, 2005 between Bonanza-Marion, LLC, a Nevada limited liability company, herein called TRUSTOR, whose address is: 15066 West 11200 North Highland, UT 84003 and McKinley Gore LLC, a Nevada limited liability company, herein called BENEFICIARY, whose address is 50 South Jones, #101 Las Vegas, NV 89107, and CHICAGO TITLE AGENCY OF NEVADA, INC., A NEVADA CORPORATION herein called TRUSTEE,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Clark County, Nevada described as:

See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$800,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be borrowed from beneficiary by the then record owner of said property, when evidenced by another promissory note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of the Deed of Trust and the Note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the Page, or Document No. of Official records in the Office of the County Recorder of the County where said property is located, noted below opposite the name of such county, viz:

COUNTY	DOC #	BOOK	PAGE	COUNTY	DOC #	BOOK	PAGE	COUNTY	DOC #	BOOK	PAGE
Clark	413967	514		Humboldt	116966	3	83	Nye	47157	67	163
Churchill	104132	34 mtgs	591	Lander	41172	3	758	Ormsby	72637	19	102
Douglas	24496	22	415	Lincoln	41292	0 mtgs	467	Pershing	57488	28	58
Elko	14831	43	343	Washoe	407205	734	221	Storey	28573	R mtgs	112
Esmeralda	26291	3H deeds	138-141	Lyon	55488	31 mtgs	449	White Pine	28124	261	341-344
Eureka	39602	3	263	Mineral	78848	10 mtgs	534-537				

ESCROW NO: 05009676-081-KRF

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address herein before set forth.

STATE OF)
)
COUNTY OF)ss
)

Bonanza-Marion, LLC, a Nevada limited liability company

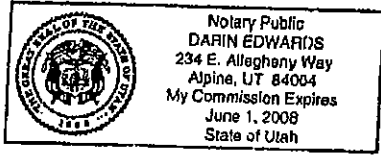
On June 6, 2005
personally appeared before me, a Notary Public,
DON G. TAYLOR AS MANAGING MEMBER
OF BONANZA-MARION, LLC

By: Don G Taylor
Don G Taylor, Managing Member

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

Darin Edwards
Notary Public

My commission expires: 6/1/08



ESCROW NO: 05009676-081-KRF

Exhibit A

That portion of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 29, Township 20 South, Range 62 East, M.D.M., City of Las Vegas, Clark County, Nevada described as follows:

BEGINNING at the Southwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence North along the West line thereof, a distance of 1346.39 feet to the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence East along the North line thereof to a West line of Sunland Village, as recorded in the Office of the Clark County, Nevada Recorder on File in Book 16 of Plats, Page 21;
Thence South 00°36'41" East along said West line, a distance of 224.34 feet;
Thence North 87°12'13" East, a distance of 121.77 feet;
Thence South 0°31'43" West, a distance of 897.56 feet;
Thence North 87°11'30" East, a distance of 152.78 feet to the East line of the West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29;
Thence South along said East line to the Southeast Corner of Southeast Quarter (SE ¼);
Thence West along the South line of said Section 29 to the TRUE POINT OF BEGINNING.

Excepting Therefrom a strip of land 150 feet in width, lying 75 feet on each side of the following described centerline:

COMMENCING at the Northwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said section 29;
Thence South 1°13'50" West along the along the West line of said Southeast Quarter (SE ¼), 96.92 feet to the TRUE POINT OF BEGINNING of the herein described centerline:
Thence South 28°47'28" East, 1396.58 feet to a point on the South line of said Southeast Quarter (SE ¼), said point bears North 87°57'07" East 699.89 feet from the South Quarter corner of said Section 29, said point also being the point of termination. The side lines of said strip of land are to be lengthened or shortened as to begin on the North line and the West line and to terminate on the South line, of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 29.

Further Excepting Therefrom those portions conveyed for road purposes by Deeds recorded September 3, 1954 in Book 20 as Document No. 19378, June 24, 1955 in Book 59 as Document No. 50172, May 11, 1964 in Book 537 as Document No. 432173, June 3, 1974 in Book 431 as Document No. 390442, January 20, 1995 in Book 950120 as Document No. 01869, all of Official Records, Clark County, Nevada.

Exception No. 9

2

20051011-0002457



NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
ORLANDO SANCHEZ

NOTICE AND ORDER

Fee: \$15.00
N/C Fee: \$0.00

10/11/2005 10:47:23
T20050186522

Requestor:
LAS VEGAS CITY

Frances Deane LEX
Clark County Recorder Pgs: 2

APN: 140-29-801-004

September 29, 2005

CASE #33945
Certified/Regular Mail
Return Receipt Requested

Bonanza-Marion, LLC
% D. Taylor
5066 West 11200 North
Highland, UT 84003-8825

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at Vacant Lot at Bonanza Road & Marion Drive, Las Vegas, NV, Parcel #140-29-801-004, that you are in violation of Las Vegas Municipal Code, Chapter 9, dealing with nuisances.

Las Vegas Municipal Code 9.04.045 authorizes the City of Las Vegas to access and collect a re-inspection fee of \$75.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$45.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred (\$500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

Per Title 9.04 – Refuse & Waste: Remove all accumulated litter, trash, and refuse from the vacant lot.

Per Title 9.04 – Weeds/Turf: Remove all overgrown, dead, dry, vegetation from the vacant lot. Maintain the vacant lot on a regular basis.

Post “No Trespassing” (per NRS 207.200), “No Dumping” (per NRS 444.630), and “No Vehicles” (per CLVMC 10.78.020 & 11.24.020) signs on-site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within ten (10) days of posting of this notice.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • LAWRENCE WEEKLY • STEVE WOLFSON
LOIS TARKANIAN • STEVEN D. ROSS
CITY MANAGER DOUGLAS A. SELBY

RETURN TO: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
18201-031-06-05 VOICE 702.229.2330 • FAX 702.382.3045 • TTY 702.386.9108 • www.lasvegasnevada.gov



CASE #133945
Vacant Lot at Bonanza Road & Marion Drive
September 29, 2005
Page 2

Upon correction of this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

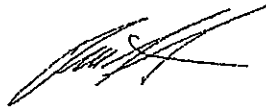
Responsible party must provide contact information to this department. Contact the area Code Enforcement Officer #28, George Cleveland, by telephone at (702) 229-5031 or 303-3089, to supply your current phone number, e-mail address, fax number, or additional mailing address.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter. It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:ks

Attachment

Exception No. 10



20051011-0002458



NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
ORLANDO SANCHEZ

NOTICE AND ORDER

Fee: \$15.00
N/C Fee: \$0.00

10/11/2005 10:47:23
T20050186522

Requestor:
LAS VEGAS CITY

Frances Deane LEX
Clark County Recorder Pgs: 2

APN: 140-29-801-001

September 29, 2005

CASE #34163
Certified/Regular Mail
Return Receipt Requested

Bonanza-Marion, LLC
% D. Taylor
5066 West 11200 North
Highland, UT 84003-8825

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CITY MANAGER DOUGLAS A. SELBY

RETURN TO: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 • FAX 702.382.3045 • TTY 702.386.9108 • www.lasvegasnevada.gov

18207-031-06-05



CASE #34163
Vacant Lot at Bonanza Road & Marion Drive
September 29, 2005
Page 2

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Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:ks

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