

IN THE SUPREME COURT OF THE STATE OF NEVADA

JOHN DATTALA

Petitioner,

v.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF
NEVADA, IN AND FOR THE
COUNTY OF CLARK, THE
HONORABLE ADRIANA ESCOBAR,

Respondents,

THE EIGHTH JUDICIAL
DISTRICT COURT OF THE
STATE OF NEVADA IN AND FOR
THE COUNTY OF CLARK, THE
HONORABLE ADRIANA
ESCOBAR,

Respondents,

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE
INSURANCE COMPANY

Real Parties in Interest

Supreme Court No:

District Court No: A-19-794335-G
Electronically Filed
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Clerk of Supreme Court

APPENDIX TO

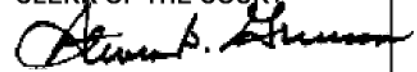
**JOHN DATTALA'S PETITION
FOR WRIT OF MANDAMUS**

VOLUME 1

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CASE NO: A-19-794335-C
Department 14

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and PRECISION
ASSETS LLC, a Nevada Limited Liability Company }
and ACRY DEVELOPMENT LLC, [not licensed or }
domesticated in Nevada as a foreign entity], and }
JOHN DOES 1 through 5 inclusive }
and ROE CORPORATIONS I through X }

Defendant

=====

Case #
Dept #

COMPLAINT

Arbitration Exemption :
Equitable Relief Affecting
Title to Real Property

Comes now Plaintiff JOHN DATTALA [Plaintiff or Dattala herein] and files
this COMPLAINT and for causes of action states as follows:

PLAINTIFF'S ALLEGATIONS OF FACT

A. IDENTITY AND RESIDENCES OF THE PARTIES

1. Plaintiff JOHN DATTALA is, and at all relevant times was, a resident of Clark County, Nevada.
2. Defendant PRECISION ASSETS, LLC [Precision] is, and at all relevant times was, a Nevada Limited Liability Company doing business in Clark County, Nevada.
3. Defendant EUSTACHIUS C. BURSEY [Bursey] is, and at all relevant times

1 was, a resident of Las Vegas, Clark County, Nevada.

2 4. ACRY DEVELOPMENT LLC [Acry] purports to be, a Limited Liability
3 Company doing business in Clark County, Nevada, but is not registered
4 with the Nevada Secretary of State either as a Nevada Limited Liability
5 Company or a foreign Limited Liability Company.

6 Acry is not licensed as a mortgage broker with the Nevada Department of
7 Business and Industry, Mortgage Lending Division.

8 5. The true names of Defendants DOES 1 through 5 and ROE
9 CORPORATIONS I - X, inclusive, are unknown to Plaintiff at this time.
10 Plaintiff sues those Defendants by such fictitious names pursuant to NRCP
11 10 (a). Plaintiffs are informed and believe, and based on that information
12 and belief allege, that each of the Defendants designated as a DOE or
13 ROE is legally responsible for the events and happenings referred to in this
14 complaint, and unlawfully caused the injuries and damages to Plaintiff
15 alleged in this complaint, or who have an interest in the subject property
16 as set forth below. When their true names and capacities of Doe or Roe
17 Defendants are ascertained Plaintiff, if appropriate, will amend his
18 Complaint accordingly to insert the correct name and capacity herein.

19 6. This Court has jurisdiction and authority to issue declaratory relief and
20 monetary judgment in this matter.

21
22 B. TRANSACTIONS RESULTING IN THIS LAWSUIT

23
24 7. Prior meeting Burey, Plaintiff owned the following parcels of real property
25 described below.

26
27 a. 50 Sacramento Dr Las Vegas, NV 89110 was his residence since 1992
28

[referred to herein as the 50 Sacramento Property].

Street Address : 50 Sacramento Dr Las Vegas, NV 89110
Brief Legal Description :
Lot 28 in Block 2 of MEADOW HOMES UNIT # 1 as shown in PLAT
BOOK 7 PAGE 5 in the Clark County Recorder's Office.
APN 140-31-817-043

b. 59 Sacramento Dr Las Vegas, NV 89110 [referred to herein as the
59 Sacramento Property].

Street Address : 59 Sacramento Dr Las Vegas, NV 89110
Brief Legal Description :
Lot 87 in Block 5 of MEADOW HOMES UNIT # 3 2nd Amended as
shown in PLAT BOOK 9 PAGE 63 in the Clark County Recorder's
Office.
APN 140-31-810-025

c. 4029 Colusa Circle Las Vegas, NV 89110 [referred to herein as the
Colusa Property].

Street Address : 4029 Colusa Circle Las Vegas, NV 89110
Brief Legal Description :
Lot 86 in Block 5 of MEADOW HOMES UNIT # 1 as shown in PLAT
BOOK 7 PAGE 5 in the Clark County Recorder's Office.
APN 140-31-817-001

8. Without an escrow or title insurance, Bursey obtained Quitclaim Deeds for
the Subject Properties as set forth below.

a. For the 50 Sacramento Property, Quitclaim Deed recorded April 8,
2019, purportedly for \$73,540.

b. For the 59 Sacramento Property, Quitclaim Deed recorded April 22,
2019, purportedly for \$79,091.

c. For the Colusa Property, Quitclaim Deed recorded April 22, 2019,
purportedly for \$77,691.

9. Plaintiff was tricked and defrauded into signing the quitclaim deeds to
Bursey and Plaintiff received only a total payment of \$20,000 from Bursey,

1 when he should have received \$230,322 based on the Declaration of
2 Value forms executed by Bursey on the recordation of the Quitclaim
3 Deeds.

4
5 10. As to the 50 Sacramento Property, Bursey immediately transferred his
6 interest to Precision by Grant, Bargain and Sale deed recorded April 15,
7 2019, purportedly for \$95,000.

8
9 11. As to the 50 Sacramento Property, Precision encumbered the title to this
10 property with a deed of trust to Acry recorded April 18, 2019.

11
12 12. As to the 59 Sacramento Property, Bursey immediately transferred his
13 interest to Precision by Grant, Bargain and Sale deed recorded May 2,
14 2019, purportedly for \$130,000.

15
16 13. As of the morning of May 7, 2019, Bursey still has title to the Colusa
17 Property.

18
19 14. Between April 5, 2019 and April 19, 2019 Bursey obtained Plaintiff's
20 signatures on the three deeds described in paragraph 8 above through
21 deception by knowingly making false statements to Plaintiff that Bursey
22 would pay Plaintiff \$230,322 for the Subject Properties. Bursey did not pay
23 Plaintiff \$230,322.

24
25 15. Plaintiff seeks to impose a constructive trust on the proceeds of the sales
26 to Bursey and on title to the Subject Properties based on Bursey obtaining
27 the Quitclaim Deeds from Plaintiff by fraud.

1 16. Bursey and Precision engaged in concerted action engaged intended to
2 accomplish an unlawful objective for the purpose of harming Plaintiff.

3
4 17. Plaintiff seeks to impose a constructive trust on the proceeds of any
5 consideration advanced by Acry to either Precision or Bursey and to
6 impose a constructive trust on the proceeds of any consideration advanced
7 by Precision to Bursey.

8
9 FIRST CAUSE OF ACTION : QUIET TITLE

10
11 18. Plaintiff incorporates all previous paragraphs as though fully set forth
12 herein.

13
14 19. Plaintiff prays that title to the Subject Properties be quieted to memorialize
15 Plaintiff's interest and to set aside and declare the Quitclaim Deeds
16 described in Paragraph 8 as null and void, and memorialize that Plaintiff
17 owns the Subject Properties described in Paragraph 7 subject to no claim
18 by Bursey, Precision or Acry

19
20 SECOND CAUSE OF ACTION : DECLARATORY RELIEF

21
22 20. Plaintiff incorporates all previous paragraphs as though fully set forth
23 herein.

24
25 21. Plaintiff prays that the Court issue an order specifically stating Plaintiff's
26 interest in the Subject Property, pursuant to NRS 30.040 and NRS 40.010.

22. Plaintiff desires a judicial determination of his current ownership rights to the Subject Properties as set forth above.

23. A judicial declaration is necessary and appropriate at this time under the circumstances in order for Plaintiff to protect and enforce his interests in the Subject Property.

THIRD CAUSE OF ACTION : FRAUDULENT CONVEYANCE
[As to Bursey]

24. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

25.

a. For the 50 Sacramento Property and the Quitclaim Deed recorded April 8, 2019, Bursey or his “representative” stated on a Declaration of Value Form signed under penalty of perjury that the “Total Value/Sale Price” was \$73,540.

b. For the 59 Sacramento Property and the Quitclaim Deed recorded April 22, 2019, Bursey himself stated on a Declaration of Value Form signed under penalty of perjury that the “Total Value/Sale Price” was \$79,091.

c. For the Colusa Property and the Quitclaim Deed recorded April 22, 2019, Bursey himself stated on a Declaration of Value Form signed under penalty of perjury that the “Total Value/Sale Price” was \$77,691.

26. When Bursey transferred his interest in the 50 Sacramento Property on

1 April 15, 2019, it was:

2 (a) With actual intent to hinder, delay or defraud Plaintiff; or

3 (b) Without receiving a reasonably equivalent value in exchange for the
4 transfer or obligation, and Bursey :

5 (1) Was engaged or was about to engage in a business or a
6 transaction for which Bursey's remaining assets were unreasonably
7 small in relation to the business or transaction; or

8 (2) Intended to incur, or believed or reasonably should have believed
9 that would incur, debts beyond his ability to pay as they became
10 due.

11
12 27. When Bursey transferred his interest in the 59 Sacramento Property on
13 May 2, 2019, it was:

14 (a) With actual intent to hinder, delay or defraud Plaintiff; or

15 (b) Without receiving a reasonably equivalent value in exchange for the
16 transfer or obligation, and Bursey :

17 (1) Was engaged or was about to engage in a business or a
18 transaction for which Bursey's remaining assets were unreasonably
19 small in relation to the business or transaction; or

20 (2) Intended to incur, or believed or reasonably should have believed
21 that would incur, debts beyond his ability to pay as they became
22 due.

23
24 28. Plaintiff suffered damages as a result of Bursey's actions.

25
26 ///

1 FOURTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

2 [As to Precision]

3
4 29. Plaintiff realleges and incorporates herein all of the allegations previously
5 made in all previous paragraphs as though fully set forth herein.

6
7 30. Precision signed a Deed of Trust in favor of Acry which was recorded on
8 April 18, 2019.

9
10 31. When Precision signed the April 18, 2019 Deed of Trust encumbering title
11 to the 50 Sacramento Property, it was :

12 (a) With actual intent to hinder, delay or defraud Plaintiff; or

13 (b) Without receiving a reasonably equivalent value in exchange for the
14 transfer or obligation, and Precision :

15 (1) Was engaged or was about to engage in a business or a
16 transaction for which his remaining assets were unreasonably small
17 in relation to the business or transaction; or

18 (2) Intended to incur, or believed or reasonably should have believed
19 that would incur, debts beyond its ability to pay as they became due.

20
21 32. Plaintiff suffered damages as a result of Precision's actions.

22
23 SIXTH CAUSE OF ACTION : CIVIL CONSPIRACY

24 [As to all Defendants]

25
26 33. Plaintiff realleges and incorporates herein all of the allegations previously
27 made in all previous paragraphs as though fully set forth herein.

1 34. Acry was required to be licensed as a mortgage banker by NRS Chapter
2 645E to make the loan secured by the April 18, 2019 Deed of Trust.

3
4 35. Acrys was not, and is not, licensed as a mortgage banker.

5
6 36. The transaction memorialized by the April 18, 2019 Deed of Trust is
7 evidence of the concert of action between Precision and Acry.

8
9 37. Bursey further engaged in concerted action with Precision to obtain
10 Plaintiff's Subject Properties as described above.

11
12 38.. The concerted action engaged in by Bursey, Precision and Acry was
13 intended to accomplish an unlawful objective for the purpose of harming
14 another.

15
16 39. Plaintiff was damaged by the act or acts of Bursey, Precision and Acry and
17 Plaintiff has suffered and will suffer general and consequential damages
18 in excess of ten thousand dollars (\$15,000), exclusive of costs and
19 interest, in an amount to be determined according to proof adduced at trial.

20
21 40. Plaintiff has further been required to retain the services of an attorney to
22 prosecute this action on its behalf, and as such are entitled to attorney's
23 fees and costs incurred in prosecuting this matter.

24
25
26 ///

1 SEVENTH CAUSE OF ACTION - COMMON LAW FRAUD

2 [As to Bursey]

3
4 41. Plaintiff realleges and incorporates herein all of the allegations previously
5 made in all previous paragraphs as though fully set forth herein.

6
7 42. Defendant Bursey made misrepresentations of material fact regarding the
8 Subject Properties, as set forth above.

9
10 43. Defendant Bursey had knowledge of the misrepresentations of material
11 fact regarding the Subject Properties to Plaintiff, as set forth above.

12
13 44. Defendant Bursey intended to defraud Plaintiff.

14
15 45. Plaintiff reasonably relied on the misrepresentations of material fact
16 regarding the Subject Properties made by Bursey.

17
18 46. Due to the the misrepresentations of material fact regarding the Subject
19 Properties made by Bursey set forth above prior to the sale to Plaintiff,
20 Plaintiff has been damaged in an amount in excess of Fifteen Thousand
21 Dollars (\$15,000.00), which amount will be set forth and proven at the
22 time of trial.

23
24 47. It has been necessary for Plaintiff to retain the services of an attorney and
25 to incur other court costs to prosecute this action. Defendants Investpro
26 and Nickrandt and Lin should be required to pay attorneys' fees and costs
27 incurred by Plaintiff in this action.

1 EIGHTH CAUSE OF ACTION - FRAUDULENT INDUCEMENT

2 [As to Bursey]

3
4 48. Plaintiff realleges and incorporates herein all of the allegations previously
5 made in all previous paragraphs as though fully set forth herein.

6
7 49. Bursey made misrepresentations of material fact regarding the Subject
8 Properties, as set forth above.

9
10 50. Bursey's actions constitute Fraudulent Inducement because :

- 11 (1) A false representation was made to Plaintiff as set forth above;
12 (2) Bursey had knowledge or belief that, as set forth above, the
13 representations were false or they had knowledge that they had insufficient
14 basis for making the representation;
15 (3) Bursey intended to induce Plaintiff to sign the Quitclaim Deeds
16 described in Paragraph 8 above;
17 (4) Plaintiff justifiably relied upon the misrepresentation of Bursey; and
18 (5) Plaintiff has suffered damages resulting from such reliance.

19
20 51. Plaintiff has been damaged as a result of Bursey's fraudulent inducement.

21
22 52. Due to the the misrepresentations of material fact regarding the Subject
23 Properties made by Bursey set forth above prior to the sale to Plaintiff,
24 Plaintiff has been damaged in an amount in excess of Fifteen Thousand
25 Dollars (\$15,000.00), which amount will be set forth and proven at the
26 time of trial.

53. It has been necessary for Plaintiff to retain the services of an attorney and to incur other court costs to prosecute this action. Defendants should be required to pay attorneys' fees and costs incurred by Plaintiff in this action.

WHEREFORE, PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS:

1. That Plaintiff's ownership and rights, including possessory rights to each of the Subject Properties, be adjudicated as between him and Defendants Bursey, Precision and Acry;
2. For damages caused by Bursey, which damages exceed \$15,000, subject to proof at trial;
3. For damages caused by Precision, which damages exceed \$15,000, subject to proof at trial;
4. For damages caused by Acry, which damages exceed \$15,000, subject to proof at trial;
5. Pursuant to NRS 112.210, Plaintiff seeks judgment against Bursey Casa as to the Colusa Property for :
 - (a) Avoidance of the transfer or obligation to the extent necessary to satisfy her claim;
 - (b) An attachment or garnishment against the asset transferred or other property of the transferee pursuant to NRS 31.010 to 31.460, inclusive; and
 - (c) Subject to applicable principles of equity and in accordance with applicable rules of civil procedure:
 - (1) An injunction against further disposition by the debtor or a transferee, or both, of the asset transferred or of other property;
 - (2) Appointment of a receiver to take charge of the asset transferred

1 or of other property of the transferee; or

2 (3) Any other relief the circumstances may require.

3 6. Pursuant to NRS 112.210, Plaintiff seeks judgment against Precision as
4 to the 50 Sacramento Property and the 59 Sacramento Property for :

5 (a) Avoidance of the transfer or obligation to the extent necessary to satisfy
6 her claim;

7 (b) An attachment or garnishment against the asset transferred or other
8 property of the transferee pursuant to NRS 31.010 to 31.460, inclusive;
9 and

10 (c) Subject to applicable principles of equity and in accordance with
11 applicable rules of civil procedure:

12 (1) An injunction against further disposition by the debtor or a
13 transferee, or both, of the asset transferred or of other property;

14 (2) Appointment of a receiver to take charge of the asset transferred
15 or of other property of the transferee; or

16 (3) Any other relief the circumstances may require.

17 7. For damages caused by Kearns, which damages exceed \$15,000, subject
18 to proof at trial;

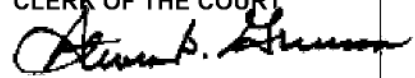
19 8. For damages caused by Bursey and Precision, jointly and severally, which
20 damages exceed \$15,000, subject to proof at trial;

21 9. That Plaintiff be awarded his attorney fees and costs of this suit; and

22 10. For such other relief which this court deems appropriate and just.

23
24
25 /s/ Benjamin B. Childs

26 **BENJAMIN B. CHILDS**
27 **NEVADA BAR # 3946**
Attorney for Plaintiff



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11 PRECISION ASSETS LLC and WFG NATIONAL TITLE INSURANCE COMPANY

12 DISTRICT COURT
13 CLARK COUNTY, NEVADA

14 JOHN DATTALA,
15
16 Plaintiff,
17 v.

Case No: A-19-794335-C
Dept. No.: 14.

18 EUSTACHIUS C. BURSEY and PRECISION
19 ASSETS LLC, a Nevada Limited Liability
20 Company and ACRY DEVELOPMENT LLC, [not
21 licensed or domesticated in Nevada as a foreign
22 entity], and JOHN DOES 1 through 5 inclusive and
23 ROE CORPORATIONS 1 through X,

24 Defendants.

PRECISION ASSETS LLC AND WFG
NATIONAL TITLE INSURANCE
COMPANY'S ANSWER TO FIRST
AMENDED COMPLAINT;
COUNTERCLAIM

25 WFG NATIONAL TITLE INSURANCE
26 COMPANY AND PRECISION ASSETS LLC,

27 Counter-Claimants,

28 v.

JOHN DATTALA,

Counter-Defendants.

WFG NATIONAL TITLE INSURANCE
COMPANY AND PRECISION ASSETS LLC,

Cross-Claimants,

v.

EUSTACHIUS C. BURSEY, LILLIAN MEDINA,

Cross-Defendants.



PRECISION ASSETS LLC ("Precision") and WFG NATIONAL TITLE INSURANCE COMPANY ("WFG") (sometimes hereinafter referred to as "Defendants"), by and through their counsel of record, WOLFE & WYMAN LLP, hereby answer the First Amended Complaint of JOHN DATTALA ("Plaintiff") as follows:

PLAINTIFF'S ALLEGATIONS OF FACT

A. IDENTITY AND RESIDENCES OF THE PARTIES AND JURISDICTIONAL STATEMENT

1. Answering paragraph 1 of the First Amended Complaint, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

2. Answering paragraph 2 of the First Amended Complaint, Precision admit the allegations in this paragraph.

3. Answering paragraph 3 of the First Amended Complaint, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

4. Answering paragraph 4 of the First Amended Complaint, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

5. Answering paragraph 5 of the First Amended Complaint, WFG denies Lillian Medina was an employee or agent of WFG. As to the remainder of the allegations, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

6. Answering paragraph 6 of the First Amended Complaint, WFG admits it does business in Clark County, Nevada as a title insurance company. WFG denies the remaining allegations in this paragraph.

7. Answering paragraph 7 of the First Amended Complaint, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.



1 8. Answering paragraph 8 of the First Amended Complaint, Answering Defendants are
2 without sufficient knowledge or information to form a belief as to the truth of the allegations
3 asserted and therefore deny said allegations.

4 9. Answering paragraph 9 of the First Amended Complaint, Answering Defendants
5 admit this Court has jurisdiction.

6 **B. TRANSACTIONS RESULTING IN THIS LAWSUIT**

7 10. Answering paragraphs 10-48 of the First Amended Complaint, these allegations are
8 not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient
9 knowledge or information to form a belief as to the truth of the allegations asserted and therefore
10 deny said allegations.

11 11. Answering paragraph 49 of the First Amended Complaint, Answering Defendants
12 admit there is a Grant, Bargain and Sale Deed recorded on April 15, 2019 for \$95,000.00 from
13 Defendant Bursey to Precision. Answering Defendants are without sufficient knowledge or
14 information to form a belief as to the truth of the remaining allegations asserted and therefore deny
15 said allegations.

16 12. Answering paragraph 50 of the First Amended Complaint, Answering Defendants
17 admit there is a Deed of Trust recorded on April 18, 2019 in the amount of \$149,675.61 from
18 Precision to Acry Development, LLC.

19 13. Answering paragraph 51 of the First Amended Complaint, Answering Defendants
20 admit there is a Grant, Bargain and Sale Deed recorded on May 2, 2019 for \$130,000.00 from
21 Defendant Bursey to Precision. Answering Defendants are without sufficient knowledge or
22 information to form a belief as to the truth of the remaining allegations asserted and therefore deny
23 said allegations.

24 14. Answering paragraphs 52-55 of the First Amended Complaint, these allegations are
25 not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient
26 knowledge or information to form a belief as to the truth of the allegations asserted and therefore
27 deny said allegations.

28 ///

FIRST CAUSE OF ACTION

(Quiet Title)

15. Answering paragraph 56 of the First Amended Complaint, Answering Defendants repeat and reallege their responses to Paragraphs 1 through 55 above, and incorporate them by reference as though fully stated herein.

16. Answering paragraph 57 of the First Amended Complaint, this paragraph contains conclusions of law that do not require a response. To the extent a response is required, Precision denies the allegations.

SECOND CAUSE OF ACTION

(Declaratory Relief)

17. Answering paragraph 58 of the First Amended Complaint, Answering Defendants repeat and reallege their responses to Paragraphs 1 through 57 above, and incorporate them by reference as though fully stated herein.

18. Answering paragraph 59 of the First Amended Complaint, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

19. Answering paragraph 60 of the First Amended Complaint, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

20. Answering paragraph 61 of the First Amended Complaint, this paragraph contains conclusions of law that do not require a response. To the extent a response is required, Answering Defendants deny the allegations.

THIRD CAUSE OF ACTION

(Fraudulent Conveyance as to Defendant Bursey)

21. Answering paragraphs 62-66 of the First Amended Complaint, these allegations are not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.



FOURTH CAUSE OF ACTION

(Civil Conspiracy as to Defendants Bursey and Medina)

22. Answering paragraphs 67-72 of the First Amended Complaint, these allegations are not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

FIFTH CAUSE OF ACTION

(Common Law Fraud as to Defendant Bursey)

23. Answering paragraphs 73-79 of the First Amended Complaint, these allegations are not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

SIXTH CAUSE OF ACTION

(Negligence Per Se as to Defendant Medina and WFG)

24. Answering paragraph 80 of the First Amended Complaint, Answering Defendants repeat and reallege their responses to Paragraphs 1 through 79 above, and incorporate them by reference as though fully stated herein.

25. Answering paragraph 81 of the First Amended Complaint, this paragraph contains conclusions of law that do not require a response. To the extent a response is required, WFG denies the allegations.

26. Answering paragraph 82 of the First Amended Complaint, this paragraph contains conclusions of law that do not require a response. To the extent a response is required, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

27. Answering paragraph 83 of the First Amended Complaint, WFG denies the allegations.

28. Answering paragraph 84 of the First Amended Complaint, this paragraph contains conclusions of law that do not require a response. To the extent a response is required, WFG denies

1 the allegations in this paragraph.

2 29. Answering paragraph 85 of the First Amended Complaint, this paragraph contains
3 conclusions of law that do not require a response. To the extent a response is required, Answering
4 Defendants are without sufficient knowledge or information to form a belief as to the truth of the
5 allegations asserted and therefore deny said allegations.

6 30. Answering paragraph 86 of the First Amended Complaint, WFG denies the
7 allegations.

8 31. Answering paragraph 87 of the First Amended Complaint, Answering Defendants are
9 without sufficient knowledge or information to form a belief as to the truth of the allegations
10 asserted and therefore deny said allegations.

11 32. Answering paragraph 88 of the First Amended Complaint, Answering Defendants
12 deny WFG should be required to pay attorneys' fees and costs incurred by Plaintiff in this action.
13 Answering Defendants are without sufficient knowledge or information to form a belief as to the
14 truth of the remaining allegations asserted and therefore deny said allegations.

15 **SEVENTH CAUSE OF ACTION**

16 **(Failure to Supervise, Inadequate Training and Education as to Defendant WFG)**

17 33. Answering paragraph 89 of the First Amended Complaint, Answering Defendants
18 repeat and reallege their responses to Paragraphs 1 through 89 above, and incorporate them by
19 reference as though fully stated herein.

20 34. Answering paragraph 90 of the First Amended Complaint, WFG denies the
21 allegations.

22 35. Answering paragraph 91 of the First Amended Complaint WFG denies the
23 allegations.

24 36. Answering paragraph 92 of the First Amended Complaint, WFG denies the
25 allegations.

26 37. Answering paragraph 93 of the First Amended Complaint, WFG denies the
27 allegations.

28 38. Answering paragraph 94 of the First Amended Complaint, WFG is without sufficient

1 knowledge or information to form a belief as to the truth of the allegations asserted and therefore
2 deny said allegations.

3 39. Answering paragraph 95 of the First Amended Complaint, WFG is without sufficient
4 knowledge or information to form a belief as to the truth of the allegations asserted and therefore
5 deny said allegations.

6 **EIGHTH CAUSE OF ACTION**

7 **(Civil Conspiracy as to Defendants Bursey and Spencer)**

8 40. Answering paragraphs 96-101 of the First Amended Complaint, these allegations are
9 not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient
10 knowledge or information to form a belief as to the truth of the allegations asserted and therefore
11 deny said allegations.

12 **NINTH CAUSE OF ACTION**

13 **(Negligence Per Se as to Defendant Spencer)**

14 41. Answering paragraphs 102-107 of the First Amended Complaint, these allegations are
15 not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient
16 knowledge or information to form a belief as to the truth of the allegations asserted and therefore
17 deny said allegations.

18 **TENTH CAUSE OF ACTION**

19 **(Breach of Contract as to Defendant Bursey)**

20 42. Answering paragraphs 108-112 of the First Amended Complaint, these allegations are
21 not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient
22 knowledge or information to form a belief as to the truth of the allegations asserted and therefore
23 deny said allegations.

24 **FOURTEENTH CAUSE OF ACTION¹**

25 **(Breach of Implied Covenant of Good Faith and Fair Dealing as to Defendant Bursey)**

26 43. Answering paragraphs 113-117 of the First Amended Complaint, these allegations are
27

28 ¹ The First Amended Complaint does not assert an Eleventh, Twelfth or Thirteenth Cause of Action.



1 not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient
2 knowledge or information to form a belief as to the truth of the allegations asserted and therefore
3 deny said allegations.

4 **FIFTEENTH CAUSE OF ACTION**

5 **(RICO As to Defendants Bursey, Medina and Spencer)**

6 44. Answering paragraphs 118-123 of the First Amended Complaint, these allegations are
7 not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient
8 knowledge or information to form a belief as to the truth of the allegations asserted and therefore
9 deny said allegations.

10 **AFFIRMATIVE DEFENSES**

11 The Answering Defendants assert the following affirmative defenses in response to the First
12 Amended Complaint. These defenses are alleged in the alternative and does not admit any of the
13 allegations contained in the First Amended Complaint.

14 **FIRST AFFIRMATIVE DEFENSE**

15 **(Failure to State a Cause of Action)**

16 Answering Defendants are informed and believe, and thereupon allege that neither the First
17 Amended Complaint nor any cause of action in the First Amended Complaint states facts sufficient
18 to constitute a cause of action against Answering Defendants.

19 **SECOND AFFIRMATIVE DEFENSE**

20 **(Laches)**

21 Answering Defendants are informed and believe, and thereupon allege that the actions filed
22 in this case are not maintainable under the doctrine of laches because of Plaintiff's prejudicial delay
23 in asserting them.

24 **THIRD AFFIRMATIVE DEFENSE**

25 **(Unclean Hands)**

26 Answering Defendants are informed and believe, and thereupon allege that the Plaintiff has
27 "unclean hands" with regard to the relief sought in the First Amended Complaint and is therefore
28 barred from obtaining such relief.





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FOURTH AFFIRMATIVE DEFENSE

(In Pari delicto/Illegality of Conduct)

Answering Defendants are informed and believe, and thereupon allege that the Plaintiff engaged in illegal conduct or is otherwise in pari delicto and is therefore barred from obtaining such relief as alleged in the First Amended Complaint.

FIFTH AFFIRMATIVE DEFENSE

(Bona Fide Purchaser)

Answering Defendants are informed and believe, and thereupon allege that Precision Assets LLC is a bona fide purchaser for value, including but not limited to, NRS §111.180.

SIXTH AFFIRMATIVE DEFENSE

(Contributory Negligence/Comparative Negligence)

Answering Defendants are informed and believe, and thereupon allege that the actions filed in this case are not maintainable against Answering Defendants, because their negligence, if any, is exceeded by that of Plaintiff and/or Plaintiff is solely responsible for his own injuries, if any.

SEVENTH AFFIRMATIVE DEFENSE

(Assumption of Risk)

Answering Defendants are informed and believe, and thereupon allege that Plaintiff, at all material times, calculated, knew, and understood the risks inherent in the situations, actions, omissions, and transactions upon which it now bases its various claims for relief, and with such knowledge, Plaintiff undertook and thereby assumed such risks and is consequently barred from all recovery by such assumption of risk.

EIGHTH AFFIRMATIVE DEFENSE

(Fraud and Deceit of Other Parties)

Answering Defendants are informed and believe, and thereupon allege, that Plaintiff's injuries, if any, were proximately and concurrently caused or contributed to by the fraud, deceit or other wrongful misconduct of persons or entities for which Answering Defendants are not responsible.

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1 **NINTH AFFIRMATIVE DEFENSE**

2 **(Waiver)**

3 Answering Defendants are informed and believe, and thereupon allege that the Plaintiff has
4 waived the right to maintain the actions filed in this case.

5 **TENTH AFFIRMATIVE DEFENSE**

6 **(No Liability for Third Party Acts)**

7 Answering Defendants are informed and believe, and thereupon allege, that Answering
8 Defendants are not liable for the independent acts of third parties and Plaintiff's injuries and
9 damages, if any, are attributable to acts of third parties.

10 **ELEVENTH AFFIRMATIVE DEFENSE**

11 **(Mitigation of Damages)**

12 Plaintiff's alleged injuries and damages, if any, were aggravated by Plaintiff's failure to use
13 reasonable diligence to mitigate them.

14
15 **TWELFTH AFFIRMATIVE DEFENSE**

16 **(Estoppel)**

17 Plaintiff is estopped from obtaining the relief sought, or pursuant any of the claims raised or
18 causes of action contained in their First Amended Complaint by virtue of his own acts, failure to act,
19 conduct, representations, admissions, and the like.

20 **THIRTEENTH AFFIRMATIVE DEFENSE**

21 **(Election of Remedies)**

22 Plaintiff elected his remedy in tort and therefore cannot obtain relief in equity.

23 **FOURTEENTH AFFIRMATIVE DEFENSE**

24 **(No Violation of Statute)**

25 Answering Defendants have not violated any of the statutes alleged in the First Amended
26 Complaint.

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FIFTEENTH AFFIRMATIVE DEFENSE

(No Duty of Care)

Plaintiff's claims are barred, in whole or in part, because Defendants did not owe a duty of care to Plaintiff as a matter of law.

SIXTEENTH AFFIRMATIVE DEFENSE

(Compliance with Legal Standard of Care)

Answering Defendants, at all materials times, complied with the standard of care applicable to Defendants if any there was, and therefore any recovery by Plaintiff should be barred.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Speculative Damages)

Plaintiff's alleged damages are uncertain, speculative and incapable of measurement.

EIGHTEENTH AFFIRMATIVE DEFENSE

(No Damages)

Plaintiff has suffered no legally cognizable damages and thus is not entitled to a recovery of damages.

NINETEENTH AFFIRMATIVE DEFENSE

(Multiple Causation)

If Answering Defendants are found to have breached a duty of care to Plaintiff, it will be due in whole or in part to the conduct, acts, omissions and/or activities of parties, other than Answering Defendants herein, who legally caused and/or contributed to the events leading up to the incidents which form the bases for the allegations contained in the First Amended Complaint. Therefore, Answering Defendants are entitled to a judicial determination of the percentage of fault of each party who is a legal cause of the injuries and damages, if any, sustained by Plaintiff.

TWENTITH AFFIRMATIVE DEFENSE

(Intervening and Superseding Cause)

The damages of which Plaintiff alleges, if any, were proximately caused and contributed to by the acts of other defendants, persons, and entities, and said acts were the intervening and superseding causes of injuries and damages, if any, of which, Plaintiff complains, and should thus



1 bar Plaintiff from any recovery from Defendants.

2 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

3 **(Lack of Proximate Cause)**

4 Any alleged conduct or omission by Answering Defendants was not the cause in fact, or
5 proximate cause, of any injuries or damages alleged by Plaintiff.

6 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

7 **(Right to Add Additional Affirmative Defenses)**

8 Answering Defendants are informed and believe, and based thereon allege, that Answering
9 Defendant presently have insufficient knowledge or information on which to form a belief as to
10 whether it, may have additional, as yet unstated, affirmative defenses available and cannot fully
11 anticipate all affirmative defenses that may be applicable within this action. Accordingly, the right
12 to assert additional affirmative defenses, if and to the extent that such affirmative defenses are
13 applicable, is hereby reserved. This defense is alleged in the alternative and does not admit any of
14 the allegations contained in the First Amended Complaint.

15 WHEREFORE, Answering Defendants PRECISION ASSETS LLC and WFG NATIONAL
16 TITLE INSURANCE COMPANY pray as follows:

- 17 1. That Plaintiff John Dattala take nothing by his First Amended Complaint;
18 2. For judgment entered in their favor;
19 3. For costs of suit and a reasonable attorney's fee; and
20 4. For all other relief that the court may find just and proper in the premises.

21 DATED: March 2, 2020

WOLFE & WYMAN LLP

23 By: _____

24 ANDREW A. BAO, ESQ.
25 Nevada Bar No. 10508
26 6757 Spencer St.
27 Las Vegas, NV 89119

Attorneys for **Defendants/Counter-**
Claimants

PRECISION ASSETS LLC and WFG
NATIONAL TITLE INSURANCE
COMPANY



COUNTERCLAIM

Pursuant to Rule 13 of the Nevada Rules of Civil Procedure, PRECISION ASSETS LLC (“Precision” or “Counter-Claimant”), by and through their counsel of record, WOLFE & WYMAN LLP, hereby counterclaim against JOHN DATTALA (“Dattala”) and Roes 1-10 as follows:

PARTIES, JURISDICTION & VENUE

1. This action concerns the parties’ rights to a parcel of real property located at 50 Sacramento Drive, Las Vegas, NV. 89110; and 59 Sacramento Drive, Las Vegas NV.89110 (“50 Sacramento” and “59 Sacramento,” respectively).

2. Precision, at all relevant times, was and is a limited liability company, organized and existing in Nevada and authorized to do business in Clark County, Nevada.

3. JOHN DATTALA (“Dattala”), on information and belief, at all relevant times, was and is a resident Clark County, Nevada.

4. ROES I through 10 are fictitious names of individuals, partnerships, other business entities and anyone claiming any interest to 50 Sacramento or 59 Sacramento. Such persons’ names and capacities are not presently known to Precision. Upon information and belief, such parties may claim an interest in 50 Sacramento and/or 59 Sacramento that is adverse to Precision. When their true names and capacities are ascertained, Precision seek leave to amend this Counterclaim to allege their true names and capacities.

5. Jurisdiction and venue are proper because this action relates to the ownership and title of certain real properties that are located in Clark County, Nevada.

GENERAL ALLEGATIONS

A. 50 Sacramento

6. In April 2019, Precision agreed to purchase 50 Sacramento from Defendant Eustachius C. Bursey (“Bursey”). WFG National Title Company (“WFG”), a nationally known title and escrow company, provided the escrow and title services to complete this transaction.

7. As part of the 50 Sacramento transaction, Dattala executed a notarized affidavit asserting, amongst other representations, that: a) Dattala had previously sold 50 Sacramento to Bursey; b) A quit claim deed recorded on April 8, 2019, in the Clark County Records as instrument

1 number 20190408-0002603 ("50 Sacramento Quit Claim Deed"), memorialized the arms-length
2 nature of Dattala's and Bursey's transaction; c) that the transaction between Dattala and Bursey was
3 a valid transfer of ownership and Dattala did not claim any further ownership of 50 Sacramento; d)
4 Dattala previously gave possession of 50 Sacramento to Bursey and that Dattala did not enter into
5 any other agreement with Bursey regarding 50 Sacramento.

6 8. At the time of this transaction, WFG researched title to 50 Sacramento on several
7 occasions, including but not limited to a preliminary title report. The multiple title reports did not
8 reflect that Dattala had any title interest in 50 Sacramento once the 50 Sacramento Quit Claim Deed
9 was recorded.

10 9. On the contrary, Dattala was shown to have a lien interest in 50 Sacramento,
11 evidenced by a deed of trust dated June 3, 2018, securing a note balance of \$150,000 to Bursey as
12 the borrower and in favor of Dattala as the Lender and Trustee, recorded in the Clark County
13 Records as instrument number 20180802-0002960 ("2018 Deed of Trust"). The 2018 Deed of Trust
14 was extinguished via a Deed of Full Reconveyance, notarized and executed by Dattala on April 5,
15 2019 and recorded in the Clark County Records as instrument number 20190408-0001531.

16 10. Furthermore, Bursey executed an affidavit that there were no other known mortgages
17 or deeds of trust encumbering 50 Sacramento. Bursey further executed an owner's affidavit stating
18 that there were no other known persons with possession of 50 Sacramento or any other known liens
19 or encumbrances other than what was disclosed in escrow.

20 11. At no time was Precision informed or made aware of any other information from any
21 party relating to the 50 Sacramento transaction to create a reasonable inference, suspicion or
22 possibility that an investigation beyond the normal, industry standard due diligence conducted
23 during escrow was necessary relating to title to 50 Sacramento.

24 12. As a result of Dattala's actions above and the thorough investigation into title to 50
25 Sacramento, Precision paid a \$100,000.00 (\$95,000 contract price and \$5,000 earnest money
26 deposit) purchase price to Bursey to purchase 50 Sacramento. Inclusive of all fees and costs,
27 including satisfying all other third-party liens against 50 Sacramento, a total of \$111,675.61 was
28 paid to escrow, and WFG then disbursed said monies to Bursey and other parties upon close of

1 escrow.

2 13. On April 15, 2019, a Grant, Bargain and Sale Deed was recorded in the Clark County
3 Records as instrument number 20190415-0002065, memorializing Precision's purchase of 50
4 Sacramento from Bursey.

5 14. As part of purchasing 50 Sacramento, Precision borrowed \$149,675.61 from Acry
6 Development, LLC, secured by a Deed of Trust and recorded on April 18, 2019 against 50
7 Sacramento, in the Clark County Records as instrument number 20190418-0000558. Precision also
8 obtained an owner's policy of title insurance from WFG, completing this arms-length transaction.

9 15. After the completion of the 50 Sacramento transaction, Dattala filed this suit, alleging
10 that Bursey conspired with other named defendants and unknown co-conspirators, not inclusive of
11 Precision or WFG, to forge his signature on the affidavit and Deed of Reconveyance set forth in
12 paragraph 7. Dattala further claims Bursey conspired with other named defendants and unknown co-
13 conspirators to fraudulently induce his signature on the 50 Sacramento Quit Claim Deed.

14 16. Despite Dattala implicitly admitting that Precision had no any participation in this
15 alleged fraud / forgery by failing to allege any wrongdoing against Precision, Dattala seeks to divest,
16 cloud and otherwise harm Precision's title to 50 Sacramento.

17 **B. 59 Sacramento**

18 17. In late April 2019 / early May 2019, Precision also agreed to purchase 59 Sacramento
19 from Bursey through a separate escrow with WFG.

20 18. As part of the 59 Sacramento transaction, Dattala again executed a notarized affidavit
21 asserting, amongst other representations, that: a) Dattala sold 59 Sacramento to Bursey; b) A quit
22 claim deed recorded on April 22, 2019, in the Clark County Records as instrument number
23 20190422-1237 ("59 Sacramento Quit Claim Deed"), memorialized the arms-length nature of the
24 transaction; c) that the transaction between Dattala and Bursey was a valid transfer of ownership
25 and Dattala did not claim any further ownership of 59 Sacramento; d) Dattala previously gave
26 possession of 59 Sacramento to Bursey and that Dattala did not enter into any other agreement with
27 Bursey regarding 59 Sacramento.

28 19. At the time of this transaction, WFG researched title to 59 Sacramento on several



1 occasions, including but not limited to a preliminary title report. The multiple title reports did not
2 reflect that Dattala had any title or lien interest in 59 Sacramento once the 59 Sacramento Quit Claim
3 Deed was recorded.

4 20. Furthermore, Bursey executed an affidavit that there were no other known mortgages
5 or deeds of trust encumbering 59 Sacramento. Bursey further executed an owner's affidavit stating
6 that there were no other known persons with possession of 59 Sacramento or any other known liens
7 or encumbrances other than what was disclosed in escrow.

8 21. At no time was Precision informed or made aware of any other information from any
9 party relating to the 59 Sacramento transaction to create a reasonable inference, suspicion or
10 possibility that an investigation beyond the normal, industry standard due diligence conducted
11 during escrow was necessary relating to title to 59 Sacramento.

12 22. Based on all the above information, Precision paid a contract price of \$130,000.00 to
13 Bursey to purchase 59 Sacramento. Inclusive of all fees and costs, including paying off all other
14 third-party liens against 59 Sacramento, a total of \$148,982.12 was paid in escrow, and WFG then
15 disbursed said monies to Bursey and other parties upon close of escrow.

16 23. On May 2, 2019, a Grant, Bargain and Sale Deed was recorded in the Clark County
17 Records as instrument number 20190502-0003510, memorializing Precision's purchase of 59
18 Sacramento from Bursey and vesting title in Precision's name.

19 24. After the completion of the 59 Sacramento transaction, Dattala filed this suit, alleging
20 that Bursey conspired with other named defendants and unknown co-conspirators, not inclusive of
21 Precision or WFG, to forge his signature on the affidavit set forth in paragraph 18. Dattala further
22 claims Bursey conspired with other named defendants and unknown co-conspirators, not inclusive of
23 Precision or WFG, to fraudulently induce his signature on the 59 Sacramento Quit Claim Deed.

24 25. Despite Dattala implicitly admitting that Precision had no any participation in this
25 alleged fraud / forgery by failing to allege any wrongdoing against Precision, Dattala seeks to divest,
26 cloud and otherwise harm Precision's title to 50 Sacramento.

27 ///

28 ///



FIRST CLAIM FOR RELIEF
(Quiet Title – against Dattala)

26. Precision repeats and re-alleges the preceding paragraphs as though fully set forth herein and incorporates the same by reference.

27. Pursuant to NRS 40.010, this Court has the power and authority to declare Precision's rights and interests in 50 Sacramento and 59 Sacramento and to resolve Dattala's adverse claims to 50 Sacramento and 59 Sacramento.

28. Precision claims that it is a bona fide purchaser for value under Nevada law as to both 50 Sacramento and 59 Sacramento vis-à-vis Dattala's adverse claim to title of said properties. Precision paid valuable consideration to purchase said properties and had no actual, constructive or inquiry notice of Dattala's alleged fraud and/or forgery set forth above.

29. To the extent Dattala claims a lien interest in 50 Sacramento pursuant to the 2018 Deed of Trust, Precision is a bona fide purchaser for value under Nevada law vis-à-vis the 2018 Deed of Trust. Precision paid valuable consideration to purchase said properties and had no actual, constructive or inquiry notice of Dattala's alleged fraud and/or forgery set forth above.

30. Furthermore, the 2018 Deed of Trust is extinguished as a matter of Nevada law at the time it was created, as in 2018 Dattala was both the title owner of 50 Sacramento and held a lien interest in 50 Sacramento via the 2018 Deed of Trust. Pursuant to the doctrine of merger of title, the 2018 Deed of Trust was extinguished as a matter of law due to Dattala's title interest in 50 Sacramento at the time.

31. Therefore, Precision's interest in 50 Sacramento and 59 Sacramento are senior to Dattala's interest in said properties, if any. In light of the Parties' adverse claims to title of both said properties, a judicial determination is necessary to ascertain the rights, obligations, and duties of the various parties as to 50 Sacramento and 59 Sacramento.

32. Precision was required to retain an attorney to prosecute this action, and therefore is entitled to collect its reasonable attorneys' fees and costs.

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SECOND CLAIM FOR RELIEF
(Declaratory Relief – against Dattala)

33. Precision repeats and re-alleges the preceding paragraphs as though fully set forth herein and incorporates the same by Reference.

34. Pursuant to NRS 30.010 *et seq.*, this Court has the power and authority to declare Precision's rights and interests in 50 Sacramento and 59 Sacramento and to resolve Dattala's adverse claims to 50 Sacramento and 59 Sacramento.

35. Precision claims that it is a bona fide purchaser for value under Nevada law as to both 50 Sacramento and 59 Sacramento vis-à-vis Dattala's adverse claim to title of said properties. Precision paid valuable consideration to purchase said properties and had no actual, constructive or inquiry notice of Dattala's alleged fraud and/or forgery set forth above.

36. To the extent Dattala claims a lien interest in 50 Sacramento pursuant to the 2018 Deed of Trust, Precision is a bona fide purchaser for value under Nevada law vis-à-vis the 2018 Deed of Trust. Precision paid valuable consideration to purchase said properties and had no actual, constructive or inquiry notice of Dattala's alleged fraud and/or forgery set forth above.

37. Furthermore, the 2018 Deed of Trust is extinguished as a matter of Nevada law at the time it was created, as Dattala was the concurrent title owner of 50 Sacramento and held a lien interest in 50 Sacramento via the 2018 Deed of Trust. Pursuant to the doctrine of merger of title, the 2018 Deed of Trust was extinguished as a matter of law due to Dattala's title interest in 50 Sacramento.

38. Therefore, Precision's title interest in 50 Sacramento and 59 Sacramento are senior to Dattala's interest in said properties, if any. Further, Precision is entitled to a declaratory judgment that Precision holds title to 50 Sacramento and 59 Sacramento free and clear of Dattala's interest in said properties.

39. Further, Precision was required to retain an attorney to prosecute this action, and therefore is entitled to collect its reasonable attorneys' fees and costs.

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PRAYER FOR RELIEF

WHEREFORE, Precision prays for the following:

1. An Order and Judgment declaring that Precision's title to 50 Sacramento is free and clear of Dattala's adverse claim to title;
2. An Order and Judgment declaring that the 2018 Deed of Trust was void as a matter of law due to the doctrine of merger of title;
3. An Order and Judgment declaring that Precision's title to 59 Sacramento is free and clear of Dattala's adverse claim to title;
4. In the alternative, if Dattala is found to have an interest in 50 Sacramento, that Precision's title interest is senior to and superior to Dattala's alleged interest;
5. In the alternative, if Dattala is found to have an interest in 59 Sacramento, that Precision's title interest is senior to and superior to Dattala's alleged interest;
6. Reasonable attorneys' fees and costs of suit; and
7. For any and all other relief that the Court deems just and proper.

DATED: March 2, 2020

WOLFE & WYMAN LLP

By: 

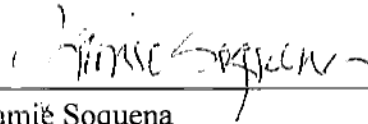
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PRECISION ASSETS LLC and WFG
NATIONAL TITLE INSURANCE
COMPANY

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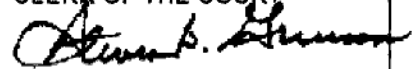
CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that on the 2nd day of March 2020 the foregoing PRECISION ASSETS LLC
AND WFG NATIONAL TITLE INSURANCE COMPANY'S ANSWER TO FIRST AMENDED
COMPLAINT; COUNTERCLAIM was served on the following by Electronic Service to:

(All Parties on the E-Service List)



Jamie Soquena
An employee of WOLFE & WYMAN LLP



BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff/Counterdefendant

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff/Counterdefendant

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and LILLIAN MEDINA
and WFG NATIONAL TITLE INSURANCE
COMPANY and AVI SEGAL and
JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

=====

AND RELATED ACTIONS

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Case # A-19-794335-C
Dept # 14

SECOND AMENDED
COMPLAINT

Arbitration Exemption :
Equitable Relief Affecting
Title to Real Property

Comes now Plaintiff JOHN DATTALA [Plaintiff or Dattala herein] and files this
SECOND AMENDED COMPLAINT and for causes of action states as follows:

PLAINTIFF'S ALLEGATIONS OF FACT

A. IDENTITY AND RESIDENCES OF THE PARTIES AND JURISDICTIONAL
STATEMENT

1. Plaintiff JOHN DATTALA is, and at all relevant times was, a resident of Clark County, Nevada.
2. Defendant PRECISION ASSETS, LLC is not a legal entity, but title to the 50

1 Sacramento Property described below is vested in PRECISION ASSETS,
2 LLC. Pursuant to NRS 86.213(1) Defendant AVI SEGAL [Segal] acted in
3 Clark County, Nevada as PRECISION ASSETS, LLC , purporting to be a
4 Nevada limited-liability company, without authority and Segal is therefore
5 named as a Defendant herein. Segal is, and at all relevant times was, a
6 resident of Las Vegas, Clark County, Nevada.

7 3. Defendant EUSTACHIUS C. BURSEY [Bursey] at all times relevant to the
8 transaction described herein was a resident of Las Vegas, Clark County,
9 Nevada. Bursey is now a resident of Detroit, Wayne County, Michigan.

10 4. ACRY DEVELOPMENT LLC [Acry] purports to be a Limited Liability
11 Company doing business in Clark County, Nevada, but is not registered with
12 the Nevada Secretary of State either as a Nevada Limited Liability Company
13 or a foreign Limited Liability Company.

14 Acry is not licensed as a mortgage broker with the Nevada Department of
15 Business and Industry, Mortgage Lending Division.

16 5. LILLIAN MEDINA [Medina] is, and at all relevant times was, a resident of Las
17 Vegas, Clark County, Nevada. Medina, during all times relevant hereto, was
18 employed and/or the agent of WFG and was within her scope of employment
19 or her agency relationship in performing the acts described below.

20 6. WFG NATIONAL TITLE INSURANCE COMPANY [WFG] is, and at all
21 relevant times was, a Delaware corporation domesticated and doing business
22 in Clark County, Nevada as a title insurance company.

23 7. PRECISION ASSETS is, and at all relevant times was, a Nevada corporation
24 doing business in Las Vegas, Clark County, Nevada.

25 8. The true names of Defendants DOES 1 through 5 and ROE
26 CORPORATIONS I - X, inclusive, are unknown to Plaintiff at this time.
27 Plaintiff sues those Defendants by such fictitious names pursuant to NRCP 10
28

(a). Plaintiffs are informed and believe, and based on that information and belief allege, that each of the Defendants designated as a DOE or ROE is legally responsible for the events and happenings referred to in this complaint, and unlawfully caused the injuries and damages to Plaintiff alleged in this complaint, or who have an interest in the subject property as set forth below. When their true names and capacities of Doe or Roe Defendants are ascertained Plaintiff, if appropriate, will amend his Complaint accordingly to insert the correct name and capacity herein.

9. This Court has jurisdiction and authority to issue declaratory relief and monetary judgment in this matter.

B. TRANSACTIONS RESULTING IN THIS LAWSUIT

10. When Dattala met Bursey in 2016, Dattala owned the parcels of real property described below, referred to collectively as the Subject Properties.

a. 50 Sacramento Dr Las Vegas, NV 89110 was his residence since 1992 [referred to herein as the 50 Sacramento Property].

Street Address : 50 Sacramento Dr Las Vegas, NV 89110
Brief Legal Description :
Lot 28 in Block 2 of MEADOW HOMES UNIT # 1 as shown in PLAT
BOOK 7 PAGE 5 in the Clark County Recorder's Office.
APN 140-31-817-043

b. 59 Sacramento Dr Las Vegas, NV 89110 [referred to herein as the 59 Sacramento Property].

Street Address : 59 Sacramento Dr Las Vegas, NV 89110
Brief Legal Description :
Lot 87 in Block 5 of MEADOW HOMES UNIT # 3 2nd Amended as shown in
PLAT BOOK 9 PAGE 63 in the Clark County Recorder's Office.
APN 140-31-810-025

c. 4029 Colusa Circle Las Vegas, NV 89110 [referred to herein as the Colusa Property].
Street Address : 4029 Colusa Circle Las Vegas, NV 89110
Brief Legal Description :
Lot 86 in Block 5 of MEADOW HOMES UNIT # 1 as shown in PLAT BOOK 7 PAGE 5 in the Clark County Recorder's Office.
APN 140-31-817-001

11. Dattala had no relationship with Bursey other than through the dealings with the three Properties described above.
12. Throughout his dealings with Bursey, Dattala drafted no documents. Dattala is at most semi-literate and is incapable of drafting legal documents involving real estate transactions. Dattala does not even have a copier and until the middle of May, 2019 did not have an email address.
13. In 2017 Bursey sought to befriend Dattala and raised the idea of Dattala selling Dattala's three properties described above.
14. Bursey presented Dattala with a Purchase Agreement which was signed by Bursey and Dattala on June 3, 2018 for the purchase of the 50 Sacramento Property. The June 3, 2018 Purchase Agreement required Bursey pay Dattala \$5,000 and transfer was to be by "Warranty Deed or DEED OF TRUST". A Deed of Trust in the amount of \$150,000 was recorded on August 2, 2018 encumbering title to the 50 Sacramento Property.
Bursey did pay Dattala \$5,000 on or about June 3, 2018 as required by the June 3, 2018 Purchase Agreement
The August 2, 2018 Deed of Trust encumbering title to the 50 Sacramento Property states there is an associated Promissory Note, but Dattala does not believe there was ever a Promissory Note executed which was associated with the August 2, 2018 Deed of Trust.
With regards to the August 2, 2018 Deed of Trust encumbering title to the 50 Sacramento Property, Bursey did pay \$1,443 per month for ten months starting August, 2018, with the last payment being made May 4, 2019.

- 1 15. In the latter part of the year 2018, Bursey made the following factual
2 representations to Dattala :
- 3 a. That Bursey's father had died.
- 4 b. That Bursey expected an inheritance from his deceased father's
5 estate
- 6 c. That Bursey wanted to buy the 59 Sacramento Property and the
7 Colusa Property from Dattala and planned to pay Dattala when
8 Bursey received his inheritance from his father's estate.
- 9 16. On March 19, 2019, and again on March 27, 2019, Bursey represented to
10 Dattala that Bursey needed to fix the 50 Sacramento Property so he could
11 bring it up to code and get insurance and move back in, and that he had "a
12 child on the way in September".
- 13 17. Bursey's representations in the latter part of the year 2018 that his father had
14 died and that he was waiting for his inheritance to come were false, when he
15 made those representations Bursey knew those representations were false,
16 and Bursey made those representations to induce Dattala to enter into sales
17 agreements for the 59 Sacramento Property and the Colusa Property.
- 18 18. Bursey's representation on March 19, 2019, and again on March 27, 2019 to
19 Dattala that Bursey needed to fix the 50 Sacramento Property so he could
20 bring it up to code and get insurance and move back in, and that he had "a
21 child on the way in September" were false, when he made those
22 representations Bursey knew those representations were false, and Bursey
23 made those representations to induce Dattala to enter into sales agreements
24 for the 59 Sacramento Property and the Colusa Property.
- 25 19. For a purported purchase of the 59 Sacramento Property Bursey presented
26 Dattala with a Deed of Trust in the amount of \$220,000 dated April 15, 2019
27 with a Zillow printout and amortization schedule at 8% interest.
- 28

- 1 20. For a purported purchase of the 59 Sacramento Property, Bursey paid Dattala
2 \$10,000 purportedly as an Earnest Money Deposit on April 19, 2019.
- 3 21. Bursey knew he did not intend to purchase the 59 Sacramento Property for
4 \$220,000 at the time he presented Dattala with what was purported to be
5 \$10,000 as an Earnest Money Deposit on April 19, 2019.
- 6 22. Bursey knew he did not intend to purchase the 59 Sacramento Property for
7 \$220,000 at the time he presented Dattala with a Deed of Trust in the amount
8 of \$220,000 dated April 15, 2019 with a Zillow printout and amortization
9 schedule at 8% interest.
- 10 23. In April, 2019 Bursey stated to Dattala that once Bursey received his
11 inheritance from his father's estate, he would pay Dattala the balance of the
12 purchase prices for the 59 Sacramento Property as the April 19, 2019 \$10,000
13 payment was just earnest money or down payment until Bursey's inheritance
14 came.
- 15 24. In April, 2019, but prior to April 19, 2019, Bursy stated to Dattala that Bursey
16 was waiting for money from his inheritance and would rent the properties out
17 and make payments until he received his inheritance.
- 18 25. In April, 2019, but prior to April 19, 2019, Bursy stated to Dattala that Bursey
19 had to have a property management company come in to clean up the 59
20 Scaramento Property and that he needed to have documents signed and
21 notarized.
- 22 26. Bursey arranged for Dattala to sign two documents on April 5, 2019 being
23 represented as a Warranty Deed and and a Deed of Trust and then Bursey
24 had Dattala acknowledge his signatures on those two documents to Bonita
25 Spencer [Spencer herein], a Nevada Notary Public, on the same date.
- 26 27. Dattala did not know, and was never told, that Bursey intended to attach the
27 signature page from one of the documents Dattala had signed and
28

acknowledged to Spencer on April 5, 2019 to a Quitclaim Deed and that Bursey intended to, and did, record that Quitclaim Deed to attempt to obtain record title to the 50 Sacramento Property.

28. Dattala did not know, and was never told, that Bursey intended to attach the signature page from one of the documents Dattala had signed and acknowledged to Spencer on April 5, 2019 to a Deed of Reconveyance and that Bursey intended to, and did, record that Deed of Reconveyance to attempt to remove the lien created by the Deed of Trust described in Paragraph 14 above, which Deed of Trust encumbered title to the 50 Sacramento Property.

29. Bursey forged Dattala's signature on a document entitled NOTICE OF PURCHASE purportedly dated April 1, 2019 in an attempt to justify why Dattala would accept a total amount of \$10,000 from Bursey for the purported purchase of the 50 Sacramento Property, when Dattala was entitled to receive payments under the Deed of Trust described in Paragraph 14 above.

30. On April 29, 2019 Bursey and Medina conspired to further Bursey's fraudulent scheme by forging Dattala's signature on two documents titled Affidavit of Grantor purporting to state that Dattala was making numerous factual representations about the title to the 59 Sacramento Property and the Colusa Property, with Medina notarizing that document.

31. Dattala did not sign the Affidavits of Grantor described in Paragraph 30 above.

32. Medina is a Notary Public for the state of Nevada and she produced what she represented to be a true, correct and complete copy of her notary book associated with Dattala's purported signatures on the Affidavits of Grantor described in Paragraph 30 above.

33. Medina purportedly provided a copy of her Notary Log Book to support her own affidavits to WFG, and WFG provided that copy to Bursey, and that copy

1 was filed with the court by Bursey's attorney on June 3, 2019, to contradict
2 Dattala's statements about not signing the Affidavits of Grantor described in
3 Paragraph 30 above.

4 34. Medina signed an affidavit dated April 29, 2019 falsely stating that she had
5 "complied with all applicable State and Local laws" concerning Bursey's
6 signature on the Affidavits of Grantor described in Paragraph 30 above.

7 35. Medina signed an affidavit dated June 3, 2019 falsely stating that she had
8 "complied with all applicable State and Local laws" concerning Dattala's
9 signature on the Affidavits of Grantor described in Paragraph 30 above.

10 36. Both of Medina's affidavits described in Paragraphs 34 and 35 above purport
11 to be supported by a copy of her Notary Log Book.

12 37. In both of Medina's affidavits described in Paragraphs 34 and 35 above she
13 certifies "under penalty of perjury that I am authorized to act as a Notary
14 Public in and for the above County and State and that in performing my duties
15 as a Notary Public I have complied with all applicable State and Local Laws
16 ...".

17 38. NRS 240.120(1)(d) states as follows :

18
19 NRS 240.120 Journal of notarial acts: Duty to maintain; contents;
20 verification based upon credible witness; copy of entry; storage; period
21 of retention; report of loss or theft; exceptions.

22 1. Except as otherwise provided in subsection 2, each notary public
23 shall keep a journal in his or her office in which the notary public shall
24 enter for each notarial act performed, at the time the act is performed:

25 (d) Except as otherwise provided in subsection 3, the name and
26 **signature of the person whose signature is being notarized;**

27 39. Medina's Notary Log Book filed on June 3, 2019 does not have the signature
28 of either Dattala or Bursey.

- 1 40. In an effort to cover up her violation of NRS 240.120(1)(d), Medina either
2 forged, or had someone forge, Dattala's signature in her notary book.
- 3 41. Without an escrow or title insurance, Bursey recorded Quitclaim Deeds for the
4 Subject Properties as set forth below :
- 5 a. For the 50 Sacramento Property, Quitclaim Deed recorded April 8,
6 2019. As set forth in Paragraph 27 above, Bursey attached the
7 signature page from one of the documents Dattala had signed and
8 acknowledged to Spencer on April 5, 2019 to the Quitclaim Deed
9 Bursey recorded in an attempt to obtain title to the 50 Sacramento
10 Property.
- 11 b. For the 59 Sacramento Property, Quitclaim Deed recorded April 22,
12 2019.
- 13 c. For the Colusa Property, Quitclaim Deed recorded April 22, 2019.
- 14 42. Ownership and financial issues regarding the Colusa Property were resolved
15 by FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT filed
16 in this case on October 15, 2020.
- 17 43. Dattala was tricked and defrauded into signing the Quitclaim Deed for the 59
18 Sacramento Property to Bursey and Plaintiff received only the payment set
19 forth in the table below from Bursey.

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Property	Amount Received \$	Purchase Amount \$	DOV ¹ Amount \$
50 Sacramento	5,000 + 14,443 payments on Deed of Trust	150,000	73,540
59 Sacramento	10,000	220,000	79,091
Total	29,443 ²	370,000	152,263

44. Based on the purchase contracts drafted by Bursey, Dattala should have received a total of \$370,000 for the 50 Sacramento and the 59 Sacramento Properties, but instead received \$10,000 in earnest money down payments and \$4,467 principal and \$9,976 interest.

Dattala should have received a total of \$152,263 based on the Declaration of Value forms for the 50 Sacramento and the 59 Sacramento Properties, which statements are made "under penalty of perjury", executed by Bursey, or Bursey's agent, attached to the recorded Quitclaim Deeds.

45. As to the 50 Sacramento Property, Bursey immediately transferred his interest to Precision Assets, LLC by Grant, Bargain and Sale deed recorded April 15, 2019, purportedly for \$95,000.

46. As to the 50 Sacramento Property, despite having no record title or other ownership interest in the 50 Sacramento Property, Precision Assets recorded a Deed of Trust purporting to grant Acry a secured lien on the title to the 50

¹DOV is an abbreviation of the Declaration of Value form which is signed "under penalty of perjury" and is required to be recorded with each deed stating the transaction value.

². \$4,467 of principal and \$9,976 of interest

- 1 Sacramento Property, which Deed of Trust was recorded April 18, 2019.
- 2 47. As to the 59 Sacramento Property, Bursey immediately transferred his interest
- 3 to Precision Assets by Grant, Bargain and Sale deed recorded May 2, 2019,
- 4 purportedly for \$130,000.
- 5 48. Dattala seeks to impose a constructive trust on the proceeds of the sales to
- 6 Bursey and on title to the 50 Sacramento Property and the 59 Sacramento
- 7 Properties based on Bursey obtaining the Quitclaim Deeds from Plaintiff by
- 8 fraud and failing to pay fair value for the 50 Sacramento and the 59
- 9 Sacramento properties as described above. Bursey further attached a
- 10 signature page from another document to the deed to the 50 Sacramento
- 11 Property as set forth in Paragraph 27 above.
- 12 49. Bursey and Medina engaged in concerted action intended to accomplish an
- 13 unlawful objective for the purpose of harming Plaintiff.
- 14

15 FIRST CAUSE OF ACTION : QUIET TITLE

16

- 17 50. Plaintiff incorporates all previous paragraphs as though fully set forth herein.
- 18 51. Plaintiff prays that title to the 50 Sacramento and the 59 Sacramento
- 19 Properties be quieted to memorialize Plaintiff's interest and to set aside and
- 20 declare the Quitclaim Deeds described in Paragraph 41 above as to the 50
- 21 Sacramento and the 59 Sacramento Properties as null and void, and
- 22 memorialize that Plaintiff owns the 50 Sacramento and the 59 Sacramento
- 23 Properties subject to no claim by Bursey, Segal, Precision or Acry.
- 24

25 SECOND CAUSE OF ACTION : DECLARATORY RELIEF

26

- 27 52. Plaintiff incorporates all previous paragraphs as though fully set forth herein.
- 28

1 53. Plaintiff prays that the Court issue an order specifically stating Plaintiff's
2 interest in the 50 Sacramento and the 59 Sacramento Properties, pursuant to
3 NRS 30.040 and NRS 40.010.

4 54. Plaintiff desires a judicial determination of his current ownership rights to the
5 the 50 Sacramento and the 59 Sacramento Properties as set forth above.

6 55. A judicial declaration is necessary and appropriate at this time under the
7 circumstances in order for Plaintiff to protect and enforce his interests in the
8 the 50 Sacramento and the 59 Sacramento Properties.

9
10 THIRD CAUSE OF ACTION : FRAUDULENT CONVEYANCE
11 [As to Bursey]

12 56. Plaintiff realleges and incorporates herein all of the allegations previously
13 made in all previous paragraphs as though fully set forth herein.

14 57. Bursey never paid Plaintiff the full amount due to Plaintiff, and Plaintiff never
15 received the full amount due to him from Bursey for the sale of the Subject
16 Properties.

17 58. When Bursey transferred his interest in the 50 Sacramento Property on April
18 15, 2019, it was with actual intent to hinder, delay or defraud Plaintiff.

19 59. When Bursey transferred his interest in the 59 Sacramento Property on May 2,
20 2019, it was with actual intent to hinder, delay or defraud Plaintiff.

21 60. Plaintiff suffered damages as a result of Bursey's actions.
22

23 FOURTH CAUSE OF ACTION : CIVIL CONSPIRACY
24 [As to Defendants Bursey and Medina]
25

26 61. Plaintiff realleges and incorporates herein all of the allegations previously
27
28

made in all previous paragraphs as though fully set forth herein.

62. The forged Affidavits of Grantor described in Paragraph 30 above are evidence of the concert of action between Bursey and Medina.

63. Bursey and Medina engaged in concerted action to allow Bursey to sell the 50 Sacramento Property and the 59 Sacramento Property using an escrow and title insurance as described above.

64. The concerted action engaged in by Bursey and Medina was intended to accomplish an unlawful objective for the purpose of harming Plaintiff.

65. Plaintiff was damaged by the act or acts of Bursey and Medina and Plaintiff has suffered and will suffer general and consequential damages in excess of fifteen thousand dollars (\$15,000), exclusive of costs and interest, in an amount to be determined according to proof adduced at trial.

66. Plaintiff has further been required to retain the services of an attorney to prosecute this action on its behalf, and as such are entitled to attorney's fees and costs incurred in prosecuting this matter.

FIFTH CAUSE OF ACTION - NEGLIGENCE PER SE

[as to LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY]

67. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

68. NRS 240.120(1)(d) imposes a specific duty on a notary.

NRS 240.120 Journal of notarial acts: Duty to maintain; contents; verification based upon credible witness; copy of entry; storage; period of retention; report of loss or theft; exceptions.

1. Except as otherwise provided in subsection 2, each notary public shall keep a journal in his or her office in which the notary public shall

enter for each notarial act performed, at the time the act is performed:
(d) Except as otherwise provided in subsection 3, the name and
signature of the person whose signature is being notarized;

69. Medina breached that duty by notarizing the two affidavits described in Paragraph 30 above without complying with NRS 240.120(1)(d).
70. Medina at all relevant times was an employee or agent under the control of WFG.
71. Medina at all relevant times was either within the nature and scope of her employment as an employee of WFG or was acting as WFS's agent and was within the scope of her agency when performing the notarial acts described above.
72. Dattala is in the class of persons whom NRS 240.120(1)(d) is intended to protect and the injury to him is of the type against which NRS 240.120(1)(d) is intended to protect.
73. WFG is liable for damages Dattala incurred as a result of Medina's negligence under the doctrine of respondeat superior.
74. Due to the violation of NRS 240.120(1)(d), Plaintiff has been damaged in an amount in excess of Fifteen Thousand Dollars (\$15,000.00), which amount will be set forth and proven at the time of trial.
75. It has been necessary for Plaintiff to retain the services of an attorney and to incur other court costs to prosecute this action. Defendants Medina and WFG should be required to pay attorneys' fees and costs incurred by Plaintiff in this action.

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1 SIXTH CAUSE OF ACTION - FAILURE TO SUPERVISE, INADEQUATE
2 TRAINING AND EDUCATION

3 [Defendant WFG NATIONAL TITLE INSURANCE COMPANY]
4

5 76. Plaintiff realleges and incorporates herein all of the allegations previously
6 made in all previous paragraphs as though fully set forth herein.

7 77. At all relevant times Medina was the employee or agent of WFG.

8 78. WFG failed to supervise its employee or agent, Medina.

9 79. WFG failed to adequately train its employee or agent, Medina, to ensure that
10 she complied with the law.

11 80. WFG failed to adequately educate its employee or agent, Medina, to ensure
12 that she complied with the law.

13 81. As a direct and proximate result of the actions of Defendant WFG's failure to
14 supervise, adequately train or adequately educate its employee or agent,
15 Medina, Plaintiff has suffered and will suffer general and consequential
16 damages in excess of Fifteen Thousand dollars (\$15,000), exclusive of costs
17 and interest, in an amount to be determined according to proof adduced at
18 trial.

19 82. Plaintiff has further been required to retain the services of an attorney to
20 prosecute this action on its behalf, and as such is entitled to attorney's fees
21 and costs incurred in prosecuting this matter.
22

23 SEVENTH CAUSE OF ACTION - RICO

24 [as to Bursey and Medina]
25

26 83. Plaintiff realleges and incorporates herein all of the allegations previously
27 made in all previous paragraphs as though fully set forth herein.
28

- 1 84. Defendant Bursey engaged in criminal enterprise with at least one other
2 individual and engaged in criminal activity by knowingly making false
3 representations of fact to commit fraud on Plaintiff, forging Plaintiff's signature
4 on real estate and financial documents, placing forged documents in the public
5 record, committing perjury by executing and recording false Declaration of
6 Value forms, and conspiring with Medina as a Nevada Notary Public to
7 fabricate signatures on documents, to sign and stamp real estate documents
8 with notary seals to give the document the appearance of authenticity,
9 genuineness and enforceability.
- 10 85. Defendant Medina engaged in criminal enterprise with at least one other
11 individual by engaging in criminal activity with Bursey by falsely notarizing real
12 estate documents in violation of NRS 240.001 to 240.169, inclusive, or a
13 regulation or order adopted or issued pursuant thereto, by forging Dattala's
14 signature in her notary book, and by committing perjury by executing the
15 affidavits described above in Paragraphs 34 and 35.
- 16 86. NRS 240.175 makes violation of NRS 240.001 to 240.169, inclusive, or a
17 regulation or order adopted or issued pursuant thereto, a category D felony.
- 18 87. Defendant Medina engaged in criminal enterprise with at least one other
19 individual, that being Bursey, by engaging in criminal activity with Bursey by
20 violating NRS 205.120, which is a category D felony.
- 21 88. Defendant Medina engaged in criminal enterprise with at least one other
22 individual, that being Bursey, by engaging in criminal activity with Bursey by
23 violating NRS 205.090, which is a category D felony.
- 24 89. Medina committed perjury by executing the affidavits described above in
25 Paragraphs 34 and 35.
- 26 90. Medina offered false evidence by executing the affidavits described in
27 Paragraphs 34 and 35.
- 28

1 91. Bursey and Medina engaged in unlawful activity as defined by NRS 207.400.

2 92. As a direct and proximate result of the actions of Defendants Bursey and
3 Medina, Plaintiff has suffered and will suffer general and consequential
4 damages in will suffer general and consequential damages in the amount of
5 three hundred and seventy thousand dollars (\$370,000), exclusive of costs
6 and interest.

7 93. Plaintiff has further been required to retain the services of an attorney to
8 prosecute this action on its behalf, and as such are entitled to attorney's fees
9 and costs incurred in prosecuting this matter.

10
11 WHEREFORE, PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS:

12
13 1. That Plaintiff's ownership and right, title and interest to the 50 Sacramento and
14 the 59 Sacramento Properties be adjudicated as between him and Defendants
15 Bursey, Precision, Segal and Acry;

16 2. For damages caused by Medina, which damages exceed \$15,000, subject to
17 proof at trial;

18 3. Pursuant to NRS 112.210, Plaintiff seeks judgment against Bursey, Precision
19 Assets and Segal as to the 50 Sacramento Property and the 59 Sacramento
20 Property for :

21 (a) Avoidance of the transfer or obligation to the extent necessary to satisfy his
22 claim;

23 (b) An attachment or garnishment against the asset transferred or other
24 property of the transferee pursuant to NRS 31.010 to 31.460, inclusive; and

25 (c) Subject to applicable principles of equity and in accordance with applicable
26 rules of civil procedure:

27 (1) An injunction against further disposition by the debtor or a
28

transferee, or both, of the asset transferred or of other property;

(2) Appointment of a receiver to take charge of the asset transferred or of other property of the transferee; or

(3) Any other relief the circumstances may require.

4. Pursuant to NRS 112.210, Plaintiff seeks judgment against Bursey and Precision Assets as to the 59 Sacramento Property for :

(a) Avoidance of the transfer or obligation to the extent necessary to satisfy his claim;

(b) An attachment or garnishment against the asset transferred or other property of the transferee pursuant to NRS 31.010 to 31.460, inclusive; and

(c) Subject to applicable principles of equity and in accordance with applicable rules of civil procedure:

(1) An injunction against further disposition by the debtor or a

transferee, or both, of the asset transferred or of other property;

(2) Appointment of a receiver to take charge of the asset transferred or of other property of the transferee; or

(3) Any other relief the circumstances may require.

5. That WFG be legally responsible for any judgment against Medina based on the legal theory of Respondeat Superior;

6. For imposition of triple the amount of compensatory damages awarded against Medina, pursuant to NRS 207.470(1);

7. For imposition of exemplary and punitive damages against Medina, pursuant to NRS Chapter 42;

8. For imposition of constructive trust on the title to the 50 Sacramento and the 59 Sacramento Properties;

9. That Plaintiff be awarded his attorney fees and costs of this suit; and

///

1 10. For such other relief which this court deems appropriate and just.

2
3
4 /s/ Benjamin B. Childs

5 -----
6 BENJAMIN B. CHILDS
NEVADA BAR # 3946

Attorney for Plaintiff/Counterdefendant John Dattala

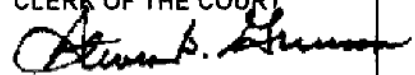
7
8 CERTIFICATE OF SERVICE

9 This SECOND AMENDED COMPLAINT, was served through the Odessey File and Serve
10 system to all counsel and to Eustachius Bursey at his email address ebursey87@icloud.com on
11 filing. Electronic service is in lieu of mailing.

12 /s/ Benjamin B. Childs, Sr.

13 BENJAMIN B. CHILDS, Sr.ESQ.

14 NEVADA BAR # 3946
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1 **ANS**
2 **JONATHAN J. HANSEN, ESQ.**
3 Nevada Bar No. 7002
4 **JOEL F. HANSEN, ESQ.**
5 Nevada Bar No. 1876
6 **HANSEN & HANSEN, LLC**
7 9030 W. Cheyenne Ave. #210
8 Las Vegas, NV 89131
9 (702) 906-1300: office
10 (702) 620-5732: facsimile
11 jfhansen@hansenlawyers.com
12 *Attorney for Defendant Lillian Medina*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10
11 JOHN DATALLA,

12 Plaintiff,

13 v.

14 EUSTACHIUS C. BURSEY and PRECISION
15 ASSETS LLC, and ACRY DEVELOPMENT
16 LLC and LILLIAN MEDINA and WFG
17 NATIONAL TITLE INSURANCE COMPANY
18 and BONITA SPENCER and JOHN DOES 1
19 through 5 inclusive and ROE CORPORATIONS
20 I through X,

21 Defendants

CASE NO. A-19-794335-C
DEPT. NO. 14

22 **ANSWER TO SECOND AMENDED COMPLAINT**

23 COMES NOW, the Defendant, LILLIAN MEDINA, by and through her attorney, JOEL F.
24 HANSEN, ESQ., of the law firm HANSEN & HANSEN, LLC, and for answer to the Plaintiff's
25 Second Amended Complaint on file herein, denies, admits and alleges as follows:

26 **I.**

27 Answering Paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22,
28 23, 24, 25, 26, 27, 28, 29, 30, 31, 38, 39, 41, 42, 43, 44, 45, 46, 47, 48 of Plaintiff's Second
Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge

1 or information upon which to base a belief as to the truth of the allegations contained therein and
2 upon said ground denies each and every allegation contained therein.

3 **II.**

4 Answering Paragraphs 5, 16, 32, 33, 36, and 37 of the Plaintiff's Second Amended
5 Complaint, this answering Defendant denies each and every allegation contained therein.
6

7 **III.**

8 Answering Paragraphs 34, 35, 40, and 49 of the Plaintiff's Second Amended Complaint, this
9 answering Defendant denies each and every allegation contained therein.

10 **IV.**

11 Answering Paragraph 50 of the First Cause of Action of the Plaintiff's Second Amended
12 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 49 as
13 though set forth fully herein.
14

15 **V.**

16 Answering Paragraph 51 of the First Cause of Action of Plaintiff's Second Amended
17 Complaint, this answering Defendant alleges that she does not have sufficient knowledge or
18 information upon which to base a belief as to the truth of the allegations contained therein and upon
19 said ground denies each and every allegation contained therein.
20

21 **VI.**

22 Answering Paragraph 52 of the Second Cause of Action of the Plaintiff's Second Amended
23 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 51 as
24 though set forth fully herein.

25 **VII.**

26 Answering Paragraphs 53, 54, and 55 of the Second Cause of Action of Plaintiff's Second
27 Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge
28

1 or information upon which to base a belief as to the truth of the allegations contained therein and
2 upon said ground denies each and every allegation contained therein.

3 **VIII.**

4 Answering Paragraph 56 of the Third Cause of Action of the Plaintiff's Second Amended
5 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 61 as
6 though set forth fully herein.
7

8 **IX.**

9 Answering Paragraphs 57, 58, 59, and 60 of the Third Cause of Action of Plaintiff's Second
10 Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge
11 or information upon which to base a belief as to the truth of the allegations contained therein and
12 upon said ground denies each and every allegation contained therein.
13

14 **X.**

15 Answering Paragraph 61 of the Fourth Cause of Action of the Plaintiff's Second Amended
16 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 60 as
17 though set forth fully herein.
18

19 **XI.**

20 Answering Paragraphs 62, 63, 64, and 66 of the Fourth Cause of Action of the Plaintiff's
21 Second Amended Complaint, this answering Defendant denies each and every allegation contained
22 therein.
23

24 **XII.**

25 Answering Paragraph 65 of the Fourth Cause of Action of the Plaintiff's Second Amended
26 Complaint, this answering Defendant denies that the Plaintiff was damaged in the sums alleged or in
27 any sum whatsoever.
28

///

1 **XIII.**

2 Answering Paragraph 67 of the Fifth Cause of Action of the Plaintiff's Second Amended
3 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 66 as
4 though set forth fully herein.
5

6 **XIV.**

7 Answering Paragraphs 68, 70, 71, 72, and 73 of the Fifth Cause of Action of Plaintiff's
8 Second Amended Complaint, this answering Defendant alleges that she does not have sufficient
9 knowledge or information upon which to base a belief as to the truth of the allegations contained
10 therein and upon said ground denies each and every allegation contained therein.
11

12 **XV.**

13 Answering Paragraphs 69 and 75 of the Fifth Cause of Action of Plaintiff's Second Amended
14 Complaint, this answering Defendant denies each and every allegation contained therein.
15

16 **XVI.**

17 Answering Paragraph 74 of the Fifth Cause of Action of Plaintiff's Second Amended
18 Complaint, this answering Defendant alleges that she does not have sufficient knowledge or
19 information upon which to base a belief as to the truth of the allegations contained therein and upon
20 said ground denies each and every allegation contained therein, and further denies Plaintiff was
21 damaged in the sums alleged or in any sum whatsoever.
22

23 **XVII.**

24 Answering Paragraph 76 of the Sixth Cause of Action of the Plaintiff's Second Amended
25 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 75 as
26 though set forth fully herein.
27

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///

XVIII.

Answering Paragraphs 77 and 78 of the Sixth Cause of Action of Plaintiff's Second Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein and upon said ground denies each and every allegation contained therein.

XIX.

Answering Paragraphs 79, 80, 81, and 82 of the Sixth Cause of Action of the Plaintiff's Second Amended Complaint, this answering Defendant denies each and every allegation contained therein.

XX.

Answering Paragraph 83 of the Seventh Cause of Action of the Plaintiff's Second Amended Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 88 as though set forth fully herein.

XXI.

Answering Paragraphs 84 and 86 of the Seventh Cause of Action of Plaintiff's Second Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein and upon said ground denies each and every allegation contained therein.

XXII.

Answering Paragraphs 85, 87, 88, 89, 90, 91, and 93 of the Seventh Cause of Action of the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained therein.

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XXIII.

Answering Paragraph 92 of the Seventh Cause of Action of the Plaintiff's Second Amended Complaint, this answering Defendant denies that the Plaintiff was damaged in the sums alleged or in any sum whatsoever.

AFFIRMATIVE DEFENSES
FIRST AFFIRMATIVE DEFENSE

Defendant alleges that the Complaint and each and every cause of action stated therein fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Defendant alleges Plaintiff assumed whatever risk or hazard existed at the time of the incident alleged in the Complaint and is therefore responsible for the alleged injuries suffered; and further, Plaintiff was guilty of negligence on his own part which caused or contributed to any injuries suffered by the Plaintiff

THIRD AFFIRMATIVE DEFENSE

Defendant is informed and believe and thereon alleges that if the Plaintiff herein suffered or sustained any loss, injury, damage or detriment, the same was directly and proximately caused and contributed to by the conduct, acts, omissions, activities, carelessness, recklessness, negligence, and/or intentional misconduct of said Plaintiff, thereby completely or partially barring Plaintiff's recovery herein.

FOURTH AFFIRMATIVE DEFENSE

Defendant denies any act or omission to act on this answering Defendant's part, or any act or omission to act on the part of any person or entity for whose acts or omissions this answering Defendant may be established to be legally responsible or liable, actually or proximately caused or contributed to in any matter or to any degree, any injuries, damages or losses, if any, for which recovery is sought by Plaintiff.

1 **FIFTH AFFIRMATIVE DEFENSE**

2 Defendant alleges that Plaintiff has failed to mitigate his damages, if any.

3 **SIXTH AFFIRMATIVE DEFENSE**

4 Defendant alleges that the Plaintiff failed to name a party necessary for full and adequate
5 relief essential in this action.

6 **SEVENTH AFFIRMATIVE DEFENSE**

7 Defendant alleges that the injuries, if any, suffered by the Plaintiff as set forth in the
8 Plaintiff's Complaint were caused in whole or in part by the negligence or intentional conduct of a
9 third party over which Defendant had no control.

10 **EIGHTH AFFIRMATIVE DEFENSE**

11 Should this Defendant be found liable to Plaintiff, which liability is expressly denied,
12 Defendant is entitled to have any award against her abated, reduced or eliminated to the extent that
13 the negligence, carelessness, fault, or defects caused by the remaining parties in this action, or by
14 other persons, corporations or business entities who contributed to Plaintiff's damages if any.

15 **NINTH AFFIRMATIVE DEFENSE**

16 Defendant alleges it has been necessary for her to employ the services of an attorney to
17 defend this action, and a reasonable sum should be allowed Defendant as and for attorney's fees
18 together with her costs expended in this action.

19 **TENTH AFFIRMATIVE DEFENSE**

20 That this Defendant determined from satisfactory evidence that the signature which was
21 made on the document in question was that of the person appearing before this notary and named
22 therein.

23 ///

24 ///

ELEVENTH AFFIRMATIVE DEFENSE

That this Defendant as a notary public had satisfactory evidence that the person appearing before her was the person whose true signature was on the document signed by that person.

TWELFTH AFFIRMATIVE DEFENSE

That this Defendant states that the signature was identified on the oath or affirmation of the signer.

THIRTEENTH AFFIRMATIVE DEFENSE

That the signer was identified on the basis of identification documents of which this Defendant took a photograph, that is, the driver's license of the signer.

FOURTEENTH AFFIRMATIVE DEFENSE

That this Defendant engaged in no official misconduct in notarizing the document in question.

FIFTEENTH AFFIRMATIVE DEFENSE

That the signer of the document in question personally appeared before me and acknowledged the document under oath.

SIXTEENTH AFFIRMATIVE DEFENSE

That proper identification was provided to me in the form of a driver's license with the photograph of the signer upon the driver's license.

SEVENTEENTH AFFIRMATIVE DEFENSE

That I personal observed Mr. Dattala sign the document in question after verifying his identity.

EIGHTEENTH AFFIRMATIVE DEFENSE

Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of

1 Defendant's Answer; and therefore, Defendant reserves the right to amend this Answer to allege
2 additional affirmative defenses if subsequent investigation warrants it.

3 (NOTE: Some or all of the affirmative defenses above pled may have been pled for purposes
4 of non-waiver pending discovery. Other affirmative defenses may be added as discovery continues.)
5

6 WHEREFORE, Defendant, LILLIAN MEDINA, demands judgment that the Plaintiff
7 take nothing by way of his Second Amended Complaint on file herein and that he go hence with his
8 costs herein incurred and that Defendant be awarded reasonable attorney's fees.

9 DATED this 5th day of February, 2021.

10 HANSEN & HANSEN, LLC.

11 BY: /s/ Joel F. Hansen
12 JONATHAN J. HANSEN, ESQ.
13 Nevada Bar No. 7002
14 JOEL F. HANSEN, EQ.
15 Nevada Bar No. 1876
16 9030 W. Cheyenne Ave. #210
17 Las Vegas, NV 89129
18 *Attorney for Defendant Lillian Medina*
19
20
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5 (b), I hereby certify that on this 5th day of February 2021, I served a copy of the foregoing ANSWER TO SECOND AMENDED COMPLAINT as follows:

- ☒ Electronic Service - via the Court's electronic service system; and/or
- ☐ U.S. Mail - By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below; and/or
- ☐ Facsimile - By facsimile transmission pursuant to EDCR 7.26 to the facsimile number(s) shown below and in the confirmation sheet filed herewith. Consent to service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile transmission is made in writing and sent to the sender via facsimile within 24 hours of receipt of this Certificate of Service; and/or
- ☐ Hand Delivery - By hand - delivery to the address listed below.

Benjamin B. Childs, Esq.
318 S. Maryland Pkwy.
Las Vegas, NV 89101
Attorney for Plaintiff

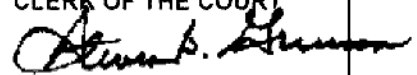
Dale K. Kleven, Esq.
Thomas M. Fronczek, Esq.
HOMEOWNER RELIEF LAWYERS
5550 Painted Mirage Road, Ste. 320
Las Vegas, NV 89149
Attorney for Defendant Eustachius C. Bursey

Andrew A. Bao, Esq.
WOLFE & WYMAN LLP
5757 Spencer Street
Las Vegas, NV 89119
Attorney for Defendant Precision Assets LLC

John Benedict, Esq.
Brian R. Dziminski, Esq.
LAW OFFICES OF JOHN BENEDICT
2190 E. Pebble Rd., Ste. 260
Las Vegas, NV 89123
Attorney for Acry Development LLC

Bonita Spencer
724 West Nelson Ave.
N. Las Vegas, NV 89030
Defendant Pro Se

/s/ Lisa M. Sabin
An Employee of Hansen & Hansen, LLC



1 WRIGHT, FINLAY & ZAK, LLP
2 Robert A. Riether, Esq.
3 Nevada Bar No. 12076
4 Aaron D. Lancaster, Esq.
5 Nevada Bar No. 10115
6 7785 W. Sahara Ave., Suite 200
7 Las Vegas, NV 89117
8 (702) 475-7964; Fax: (702) 946-1345
9 alancaster@wrightlegal.net
10 *Attorneys for Defendant, WFG National Title Insurance Company*

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DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA,

Plaintiff,

v.

EUSTACHIUS C. BURSEY and PRECISION
ASSETS LLC, a Nevada Limited Liability
Company, ACRY DEVELOPMENT LLC, and
LILLIAN MEDINA and WFG NATIONAL
TITLE INSURANCE COMPANY and
BONITA SPENCER and JOHN DOES1
through 5, inclusive and ROE
CORPORATIONS 1 through X;

Defendants,

AND RELATED CLAIMS.

Case No. : A-19-794335-C
Dept. No.: XIV

**WFG NATIONAL TITLE INSURANCE
COMPANY'S ANSWER TO
PLAINTIFF'S SECOND AMENDED
COMPLAINT**

COMES NOW Defendant, WFG National Title Insurance Company (hereinafter, "WFG"
or "Answering Defendant") by and through its attorneys of record, Robert A. Riether, Esq. and
Aaron D. Lancaster, Esq. of the law office of Wright, Finlay & Zak, hereby answers Plaintiff,
John Dattala's ("Plaintiff") Second Amended Complaint ("Complaint").

1 **IDENTITY AND RESIDENCES OF THE PARTIES AND JURISDICTIONAL**
2 **STATEMENT**

3 1. Answering paragraphs 1, 2, 3 and 4 of the Complaint, Answering Defendant is
4 without sufficient knowledge or information to form a belief as to the truth of the allegations
5 asserted and therefore denies said allegations.

6 2. Answering paragraph 5 of the Complaint, Answering Defendant denies that
7 Lillian Medina was an employee or agent of WFG. As to the remainder of the allegations
8 contained in paragraph 5, Answering Defendant is without sufficient knowledge or information
9 to form a belief as to the truth of the allegations asserted and therefore denies said allegations.

10 3. Answering paragraph 6 of the Complaint, Answering Defendant admits it does
11 business in Clark County, Nevada as a title insurance company. Answering Defendant denies
12 the remaining allegations in this paragraph.

13 4. Answering paragraphs 7 and 8 of the Complaint, Answering Defendant is without
14 sufficient knowledge or information to form a belief as to the truth of the allegations asserted and
15 therefore denies said allegations.

16 5. Answering paragraph 9 of the Complaint, Answering Defendant admits this Court
17 has jurisdiction.

18 **TRANSACTIONS RESULTING IN THIS LAWSUIT**

19 6. Answering paragraphs 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24,
20 25, 26, 27, 28, 29, 30, 31 and 32 of the Complaint, Answering Defendant is without sufficient
21 knowledge or information to form a belief as to the truth of the allegations asserted and therefore
22 denies said allegations.

23 7. Answering paragraph 33 of the Complaint, Answering Defendant admits that
24 Medina provided a pictures of multiple pages from her notary log book. As to the remainder of
25 the allegations contained in paragraph 33, Answering Defendant is without sufficient knowledge
26 or information to form a belief as to the truth of the allegations asserted and therefore denies said
27 allegations.

28 8. Answering paragraphs 34, 35 and 36 of the Complaint, Answering Defendant is
without sufficient knowledge or information to form a belief as to the truth of the allegations

1 asserted and therefore denies said allegations.

2 9. Paragraphs 37 and 38 of the Complaint state legal conclusions to which no further
3 response is required. To the extent a response is required, Answering Defendant denies the
4 allegations.

5 10. Answering paragraphs 39, 40 and 41 of the Complaint, Answering Defendant is
6 without sufficient knowledge or information to form a belief as to the truth of the allegations
7 asserted and therefore denies said allegations.

8 11. Paragraph 42 of the Complaint states legal conclusions to which no further
9 response is required. To the extent a response is required, Answering Defendant denies the
10 allegations.

11 12. Answering paragraphs 43 and 44 of the Complaint, Answering Defendant is
12 without sufficient knowledge or information to form a belief as to the truth of the allegations
13 asserted and therefore denies said allegations.

14 13. The document referenced in paragraph 45 of the Complaint speaks for itself and
15 WFG denies any allegations inconsistent with said document. WFG is without sufficient
16 knowledge or information to form a belief as to the truth of the remaining allegations asserted
17 and therefore denies said allegations.

18 14. Answering paragraph 46 of the Complaint, Answering Defendant is without
19 sufficient knowledge or information to form a belief as to the truth of the allegations asserted and
20 therefore denies said allegations.

21 15. The document referenced in paragraph 47 of the Complaint speaks for itself and
22 WFG denies any allegations inconsistent with said document. WFG is without sufficient
23 knowledge or information to form a belief as to the truth of the remaining allegations asserted
24 and therefore denies said allegations.

25 16. Answering paragraphs 48 and 49 of the Complaint, Answering Defendant is
26 without sufficient knowledge or information to form a belief as to the truth of the allegations
27 asserted and therefore denies said allegations.

28

1 **FIRST CAUSE OF ACTION: QUIET TITLE**

2 17. Answering paragraph 50 of the Complaint, WFG hereby repeats, re-alleges, and
3 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if
4 set forth at length and in full.

5 18. Answering paragraph 51 of the Complaint, Answering Defendant denies.

6 **SECOND CAUSE OF ACTION: DECLARATORY RELIEF**

7 19. Answering paragraph 52 of the Complaint, WFG hereby repeats, re-alleges, and
8 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if
9 set forth at length and in full.

10 20. Paragraphs 53, 54 and 55 of the Complaint, Answering Defendant denies.

11 **THIRD CAUSE OF ACTION: FRAUDULENT CONVEYANCE**

12 **[As to Bursey]**

13 21. Answering paragraph 56 of the Complaint, WFG hereby repeats, re-alleges, and
14 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if
15 set forth at length and in full.

16 22. Answering paragraphs 57, 58, 59 and 60 of the Complaint, Answering Defendant
17 is without sufficient knowledge or information to form a belief as to the truth of the allegations
18 asserted and therefore denies said allegations..

19 **FOURTH CAUSE OF ACTION: CIVIL CONSPIRACY**

20 **[As the Defendants Bursey and Medina]**

21 23. Answering paragraph 62 of the Complaint, WFG hereby repeats, re-alleges, and
22 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if
23 set forth at length and in full.

24 24. Answering paragraphs 63, 64, 65 and 66 of the Complaint, Answering Defendant
25 is without sufficient knowledge or information to form a belief as to the truth of the allegations
26 asserted and therefore denies said allegations..

1 **FIFTH CAUSE OF ACTION: NEGLIGENCE PER SE**

2 **[As to Lillian Medina and WFG National Title Insurance Company]**

3 25. Answering paragraph 67 of the Complaint, WFG hereby repeats, re-alleges, and
4 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if
5 set forth at length and in full.

6 26. Paragraphs 68 and 69 of the Complaint state legal conclusions to which no further
7 response is required. To the extent a response is required, WFG denies the allegations.

8 27. Answering paragraph 70 and 71 of the Complaint, Answering Defendant denies.

9 28. Paragraph 72 of the Complaint states legal conclusions to which no further
10 response is required. To the extent a response is required, WFG denies the allegations.

11 29. Answering paragraphs 73, 74 and 75 of the Complaint, Answering Defendant
12 denies.

13 **SIXTH CAUSE OF ACTION: FAILURE TO SUPERVISE, INADEQUATE TRAINING**

14 **AND EDUCATION**

15 **[Defendant WFG National Title Insurance Company]**

16 30. Answering paragraph 76 of the Complaint, WFG hereby repeats, re-alleges, and
17 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if
18 set forth at length and in full.

19 31. Answering paragraphs 77, 78, 79, 80, 81 and 82 of the Complaint, Answering
20 Defendant denies.

21 **SEVENTH CAUSE OF ACTION: RICO**

22 **[As to Bursey and Medinal]**

23 32. Answering paragraph 83 of the Complaint, WFG hereby repeats, re-alleges, and
24 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if
25 set forth at length and in full.

26 33. Paragraph 84 and 85 of the Complaint, Answering Defendant is without sufficient
27 knowledge or information to form a belief as to the truth of the allegations asserted and therefore
28 denies said allegations.

1 34. Paragraph 86 of the Complaint states a legal conclusion to which no further
2 response is required. To the extent a response is required, WFG denies the allegations.

3 35. Answering paragraphs 87, 88, 89, 90, 91, 92 and 93 of the Complaint, Answering
4 Defendant denies.

5 **AFFIRMATIVE DEFENSES**

6 The Answering Defendant asserts the following affirmative defenses in response to the
7 Complaint. These defenses are alleged in the alternative and do not admit any of the allegations
8 contained in the Complaint.

9 **FIRST AFFIRMATIVE DEFENSE**

10 **(Failure to State a Claim)**

11 The Complaint fails to state a claim against WFG upon which relief can be granted.

12 **SECOND AFFIRMATIVE DEFENSE**

13 **(Assumption of Risk)**

14 Plaintiff, at all material times, calculated, knew and understood the risks inherent in the
15 situations, actions, omissions, and transactions upon which he now bases his various claims for
16 relief, and with such knowledge, Plaintiff undertook and thereby assumed such risks and is
17 consequently barred from all recovery by such assumption of risk.

18 **THIRD AFFIRMATIVE DEFENSE**

19 **(Equitable Doctrines)**

20 Plaintiff's claims are barred by the equitable doctrines of laches, unclean hands, and
21 failure to do equity.

22 **FOURTH AFFIRMATIVE DEFENSE**

23 **(Waiver and Estoppel)**

24 By reason of Plaintiff's acts and omissions, Plaintiff has waived its rights and is estopped
25 from asserting the claims against WFG.

26 **FIFTH AFFIRMATIVE DEFENSE**

27 **(Failure to join Indispensable Parties)**

28 Plaintiff failed to join one or more indispensable parties.

1 **SIXTH AFFIRMATIVE DEFENSE**

2 **(No Proximate Cause)**

3 The acts and omissions of WFG alleged in Plaintiff's claims for relief were not a
4 proximate cause of the loss or damage for which Plaintiff seeks recovery.

5 **SEVENTH AFFIRMATIVE DEFENSE**

6 **(Direct and Proximate Result of Other Parties)**

7 WGF is neither liable nor responsible to Plaintiff herein for the alleged damages or
8 injuries to Plaintiff, if any, whatsoever, because any damages or injuries sustained by Plaintiff
9 herein were the direct and proximate result of the independent, intervening, superseding
10 negligence and/or intentional conduct of Plaintiff and/or other parties and their agents, servants
11 or employees.

12 **EIGHTH AFFIRMATIVE DEFENSE**

13 **(Consent)**

14 Plaintiff has waved and is therefore estopped from asserting any claim or claims against
15 WFG since Plaintiff has consented, or has deemed to have consented to the alleged conduct
16 complained of in the Complaint.

17 **NINTH AFFIRMATIVE DEFENSE**

18 **(WFG Acted in Good Faith)**

19 WFG is excused from any and all liability under the facts alleged in Plaintiff's claims
20 for relief because, at all material times thereto, WFG acted in good faith.

21 **TENTH AFFIRMATIVE DEFENSE**

22 **(Not Entitled to Relief)**

23 WFG denies that Plaintiff is entitled to any relief for which he prays.

24 **ELEVENTH AFFIRMATIVE DEFENSE**

25 **(No Liability for Conduct of Agents)**

26 Plaintiff's allegations that WFG has an agent relationship with of any of the co-
27 defendants or cross-defendants, their alleged actions were not authorized or ratified by WFG,
28 who is not liable for such conduct vicariously.

1 **TWELFTH AFFIRMATIVE DEFENSE**

2 **(Suffered No Damages)**

3 WFG alleges that Plaintiff's claims are barred because Plaintiff suffered no damages as
4 a result of the allegations in the Complaint.

5 **THIRTEENTH AFFIRMATIVE DEFENSE**

6 **(Failure to Establish Elements)**

7 Plaintiff's claims are barred because it cannot establish all of the elements to each cause
8 of action in the Complaint.

9 **FOURTEENTH AFFIRMATIVE DEFENSE**

10 **(Lack of Standing)**

11 WFG alleges that Plaintiff's claims are barred because he lacks standing.

12 **FIFTEENTH AFFIRMATIVE DEFENSE**

13 **(Conditions Precedent)**

14 WFG alleges that Plaintiff's claims are barred for lack of realization of conditions
15 precedent necessary to permit Plaintiff's claims in the Complaint.

16 **SIXTEENTH AFFIRMATIVE DEFENSE**

17 **(Statute of Frauds)**

18 WFG alleges that Plaintiff is precluded from bringing any and all causes of action by
19 the Statute of Frauds.

20 **SEVENTEENTH AFFIRMATIVE DEFENSE**

21 **(No Duty Owed)**

22 Plaintiff's claims are barred, in whole or in part, because WFG did not owe Plaintiff a
23 legal duty of care.

24 **EIGHTEENTH AFFIRMATIVE DEFENSE**

25 **(Compliance with Legal Standard of Care)**

26 WFG, at all material times, complied with the standard of care applicable to WFG, if any,
27 and therefore any recovery by Plaintiff should be barred.

28

1 **NINETEENTH AFFIRMATIVE DEFENSE**

2 **(Multiple Causation)**

3 If WFG is found to have breached a duty of care to Plaintiff, it will be due in whole or in
4 part to the conduct, acts, omissions and/or activities of parties, other than WFG herein, who
5 legally caused and/or contributed to the events leading up to the incidents which form the basis
6 for the allegations contained in the Complaint. Therefore, WFG is entitled to a judicial
7 determination of the percentage of fault of each party who is a legal cause of the injuries and
8 damages, if any, sustained by Plaintiff.

9 **TWENTITH AFFIRMATIVE DEFENSE**

10 **(Additional Affirmative Defenses)**

11 WFG reserves the right to assert additional affirmative defenses in the event discovery
12 and/or investigation indicates that additional affirmative defenses are applicable.

13 WHEREFORE, WFG prays for judgment as follows:

- 14 1. That Plaintiff recovers nothing on account of the claims made in the Complaint;
15 2. That WFG recovers from Plaintiff its legal fees and costs;
16 3. For general and special damages;
17 4. For costs incurred herein, including post-judgment costs, plus interest accruing
18 thereon, in its favor at the maximum rate allowed by law; and
19 5. For any and all further relief deemed appropriate by this Court.

20 DATED this 16th day of February, 2021.

21
22 WRIGHT, FINLAY & ZAK, LLP

23 /s/ Aaron D. Lancaster, Esq.

24 Aaron D. Lancaster, Esq.

25 Nevada Bar No. 10115

26 7785 W. Sahara Ave., Suite 200

27 Las Vegas, NV 89117

28 *Attorneys for Defendant/Cross-Claim Defendant,*

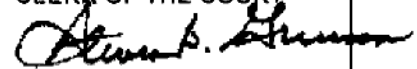
WFG National Title Insurance Company

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 16th day of February, 2021, I did cause a true copy of **WFG NATIONAL TITLE INSURANCE COMPANY'S ANSWER TO SECOND AMENDED COMPLAINT** to be e-served through the Eighth Judicial District EFP system pursuant to NEFR 9 and/or by depositing a true copy of same in the United States Mail, at Las Vegas, Nevada, addressed as follows:

Benjamin B. Childs ben@benchilds.com
Eustacius Cornelius Bursey ebursey87@icloud.com
Thomas M Fronczek toby@relieflawyersnv.com
Dale K Kleven lawdocs@hrlnv.com
Dale K Kleven legaldocs@relieflawyersnv.com
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/s/ Lisa Cox
An Employee of WRIGHT, FINLAY & ZAK, LLP



ANS

LAW OFFICES OF JOHN BENEDICT

John Benedict, Esq. (SBN 5581)

Email: John@Benedictlaw.com

2190 E. Pebble Road, Suite 260

Las Vegas, Nevada 89123

Telephone: (702) 333-3770

Attorneys for ACRY Development LLC,

and for Precision Assets as

Cross-Claimant only

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA,

Plaintiff,

vs.

EUSTACHIUS C. BURSEY and PRECISION
ASSETS and ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and WFG NATIONAL
TITLE INSURANCE COMPANY and AV
SEGAL and JOHN DOES 1 through 5 inclusiv
and ROE CORPORATION 1 through X,

Defendants.

) Case No.: A-19-794335-C

) Dept. No.: 14

**DEFENDANT ACRY DEVELOPMENT
LLC'S ANSWER TO PLAINTIFF'S
SECOND AMENDED COMPLAINT**

AND RELATED ACTIONS

COMES NOW, Defendant ACRY DEVELOPMENT, LLC ("Defendant"), by and through
its counsel of record, John Benedict, Esq. of the Law Offices of John Benedict, hereby answers
Plaintiff's Second Amended Complaint (the "Complaint") as follows:

1. As for the allegations contained in Paragraphs 1, 2, 3, 5 through 49, 53-55, 57, 58,
59, 60, 62, 63, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, 77, 78, 79, 80, 81, 82, 84, 85, 86, 87, 88, 89,

1 90, 91, 92, and 93 of the Complaint, Defendant lacks sufficient information to either admit or deny
2 such allegations, and therefore denies such allegations.

3 2. As for the allegations contained in Paragraph 4 of the Complaint, Defendant admits
4 it is a limited liability company but lacks sufficient information to either admit or deny the remaining
5 allegations therein and therefore denies such allegations.

6 3. No answer is required to the incorporated allegation contained in Paragraphs 50, 52,
7 56, 61, 67, 76, and 83 of the Complaint.

8 4. As for the allegations contained in Paragraph 51 of the Complaint, Defendant denies
9 that title to the property located at 50 Sacramento Property should be quieted in favor of Plaintiff or
10 that Defendant's interest in that property should otherwise be set aside or otherwise declared null
11 and void, but otherwise lacks sufficient information to either admit or deny the remaining allegations
12 therein and therefore denies such allegations.

13 5. Defendant denies Plaintiff's prayer for relief.

14 **AFFIRMATIVE DEFENSES**

15 For affirmative defenses, Defendant alleges as follows:

16 **First Affirmative Defense**

17 Plaintiff is barred from any relief on the Complaint because the whole Complaint, and every
18 cause of action set forth therein, fails to state facts sufficient to constitute a claim for which relief
19 may be granted.

20 **Second Affirmative Defense**

21 Plaintiff is barred from any relief on the Complaint because of estoppel.

22 **Third Affirmative Defense**

23 Plaintiff is barred from any relief on the Complaint due to waiver of all claims, in full or in
24 part.

25 **Fourth Affirmative Defense**

26 Plaintiff is barred from any relief on the Complaint because Plaintiff comes to this Court
27 with unclean hands, has acted in bad faith, and has violated the implied covenant of good faith and
28 fair dealing.

Fifth Affirmative Defense

Plaintiff is barred from any relief on the Complaint because Plaintiff materially breached the provisions of the agreements upon which Plaintiff sued.

Sixth Affirmative Defense

Plaintiff is barred from any relief on the Complaint because there has been a failure of consideration.

Seventh Affirmative Defense

Plaintiff is barred from any relief on the Complaint because Plaintiff has failed to mitigate his damages.

Eighth Affirmative Defense

Plaintiff is barred from any relief on the Complaint because Plaintiff solely was responsible for his own damages.

Ninth Affirmative Defense

Plaintiff is barred from relief because it would be unjustly enriched by recovery against Defendant.

Tenth Affirmative Defense

Plaintiff is barred from relief pursuant to NRS 111.180 and the controlling law, as Precision Assets was a bona fide purchaser of the 50 Sacramento Property.

Eleventh Affirmative Defense

Plaintiff is barred from relief as Plaintiff's alleged injuries, if any, were caused and/or contributed to by the fraud, deceit, or other wrongful misconduct, acts, and/or omissions of other parties or third persons or entities for which Defendant is not responsible.

Twelfth Affirmative Defense

The Complaint constitutes a pleading per Nevada Rule of Civil Procedure 11 and/or NRS 18.010(2)(b), which is submitted for an improper purpose; is not warranted by existing law or by a non-frivolous argument for an extension, modification, or reversal of existing law or the establishment of new law; contains allegations and other factual contentions without evidentiary support or which are likely not to have evidentiary support after a reasonable opportunity for further

Dattala Writ

1 investigation or discovery; and/or which is brought without any basis and/or to harass Defendant.
2 The Complaint thus violates Rule 11 and/or NRS 18.010(2)(b).

3 **Thirteenth Affirmative Defense**

4 It has been necessary for Defendant to retain the services of an attorney to defend this claim,
5 and Defendant is thereby entitled to recover reasonable attorney's fees and costs in defending this
6 matter.

7 **Fourteenth Affirmative Defense**

8 Defendant affirmatively alleges that it has not had a reasonable opportunity to complete
9 discovery, and facts hereinafter may be discovered which may substantiate other affirmative
10 defenses not listed herein. By this Answer, Defendant waives no affirmative defenses and reserves
11 the right to amend this Answer to insert any subsequently discovered affirmative defenses.

12 **WHEREFORE**, Defendant prays that this Court:

- 13 A. Dismiss Plaintiff's Second Amended Complaint as being without merit;
14 B. Award Defendant its attorney's fees and costs; and
15 C. Enter such further or other Orders that this Court finds Defendant is entitled to it in
16 their favor.

17 **DATED** this 19th day of February 2021.

18 **LAW OFFICES OF JOHN BENEDICT**

19
20 By: /s/ John Benedict
21 John Benedict, Esq. (SBN 5581)
22 2190 East Pebble Road, Suite 260
23 Las Vegas, Nevada 89123
24 Telephone: (702) 333-3770
25 Email: John@Benedictlaw.com
26 *Attorneys for ACRY Development LLC, and*
27 *for Precision Assets as Cross-Claimant only*
28

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 19th day of February 2021, I served a true and correct copy
3 of the foregoing **DEFENDANT ACRY DEVELOPMENT LLC'S ANSWER TO PLAINTIFF'S**
4 **SECOND AMENDED COMPLAINT** by electronic service through the Court's electronic filing
5 system, addressed as follows:

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23 Eustachius Bursey
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25 1658 Glynn Court
26 Detroit, Michigan 48206
Defendant in Proper Person

27 /s/ Angelyn Cayton

28 On behalf of the Law Offices of John Benedict
Dattala Writ



AACR
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Attorney for *Precision Assets, as*
Defendant/Counterclaimant/Crossclaimant

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA;

Plaintiffs,

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS LLC, and ACRY
DEVELOPMENT LLC and LILLIAN
MEDINA and WFG NATIONAL TITLE
INSURANCE COMPANY and BONITA
SPENCER and JOHN DOES 1 through 5
inclusive and ROE CORPORATIONS I
through X,

Defendants.

Case No.: A-19-794335-C

Dept. No.: 14

DEFENDANT/COUNTERCLAIMANT
PRECISION ASSETS' ANSWER TO
SECOND AMENDED COMPLAINT
AND CROSSCLAIM

COMES NOW Defendant Counterclaimant PRECISION ASSETS ("Precision"), by and through its counsels of record, Ball Law Group, and answers the allegations in the Second Amended Complaint as follows:

1. In answering Paragraph 7 of Plaintiff's Second Amended Complaint, Precision admits the allegations contained therein.

2. In answering Paragraphs 2, 12, 13, 14, 27, 29, 30, 35, 51, 53, 54, and 55 of Plaintiff's Second Amended Complaint, Precision denies the allegations contained therein.

3. In answering Paragraphs 1, 3, 5, 6, 7, 8, 10(a)-(c), 11, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 31, 32, 33, 34, 36, 39, 40, 43, 44, 45, 48, 49, 57, 58, 59, 60, 62, 63, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, 77, 78, 79, 80, 81, 82, 84, 85, 86, 87, 88, 89, 90, 91, 92 and 93 of

1 Plaintiff's Second Amended Complaint, Precision is without knowledge or information
2 sufficient to form a belief as to the truth of the allegations contained therein, and therefore, deny
3 the same.

4 4. In answering Paragraphs 50, 52, 56, 61, 67, 76 and 83 of Plaintiff's Second
5 Amended Complaint, Precision repeats and realleges each and every response thereto.

6 5. In answering Paragraphs 4, 9, and 38, these paragraphs call for a legal conclusion
7 and no response is necessary. To the extend a response is deemed necessary, Precision is without
8 knowledge or information sufficient to form a belief as to the truth of the allegations contained
9 therein, and therefore, deny the same.

10 6. In answering Paragraphs 37, 41, and 42 these Paragraphs contain allegations in
11 which the document referenced therein speaks for itself and no response is necessary. To the
12 extend a response is deemed necessary, Precision is without knowledge or information sufficient
13 to form a belief as to the truth of the allegations contained therein, and therefore, deny the same.

14 7. In answering Paragraph 46, Precision admits it received title of 50 N. Sacramento
15 Drive, Las Vegas, Nevada on or about April 15, 2019. Precision is without knowledge or
16 information sufficient to form a belief as to the truth of the remaining allegations contained
17 therein, and therefore, deny the same.

18 8. In answering Paragraphs 47, Precision admits it received title of 59 N. Sacramento
19 Drive, Las Vegas, Nevada on or about May 2, 2019. Precision is without knowledge or
20 information sufficient to form a belief as to the truth of the remaining allegations contained
21 therein, and therefore, deny the same.

22 9. As to any remaining allegations not specifically responded to, Precision denies the
23 same.

24 **AFFIRMATIVE DEFENSES**

25 The Answering Defendant asserts the following affirmative defenses in response to the
26 Second Amended Complaint. These defenses are alleged in the alternative and does not admit
27 any of the allegations contained in the Second Amended Complaint.
28

1 1. Answering Defendant is informed and believes, and thereupon allege that neither
2 the Second Amended Complaint nor any cause of action in the Second Amended Complaint
3 states facts sufficient to constitute a cause of action against Answering Defendants.

4 2. Answering Defendant is informed and believes, and thereupon allege that the
5 actions filed in this case are not maintainable under the doctrine of laches because of Plaintiff's
6 prejudicial delay in asserting them.

7 3. Answering Defendant is informed and believes, and thereupon allege that the
8 Plaintiff has "unclean hands" with regard to the relief sought in the Second Amended Complaint
9 and is therefore barred from obtaining such relief.

10 4. Answering Defendant is informed and believes, and thereupon allege that the
11 Plaintiff engaged in illegal conduct or is otherwise in pari delicto and is therefore barred from
12 obtaining such relief as alleged in the Second Amended Complaint.

13 5. Answering Defendant is informed and believes, and thereupon allege that
14 PRECISION is a bona fide purchaser for value, including but not limited to, NRS § 111.180.

15 6. Answering Defendant is informed and believes, and thereupon allege that the
16 actions filed in this case are not maintainable against Answering Defendants, because their
17 negligence, if any, is exceeded by that of Plaintiff and/or Plaintiff is solely responsible for his
18 own injuries, if any.

19 7. Answering Defendant is informed and believes, and thereupon allege that Plaintiff,
20 at all material times, calculated, knew, and understood the risks inherent in the situations, actions,
21 omissions, and transactions upon which it now bases its various claims for relief, and with such
22 knowledge, Plaintiff undertook and thereby assumed such risks and is consequently barred from
23 all recovery by such assumption of risk.

24 8. Answering Defendant is informed and believes, and thereupon allege, that
25 Plaintiff's injuries, if any, were proximately and concurrently caused or contributed to by the
26 fraud, deceit or other wrongful misconduct of persons or entities for which Answering
27 Defendants are not responsible.
28

1 9. Answering Defendant is informed and believes, and thereupon allege that the
2 Plaintiff has waived the right to maintain the actions filed in this case.

3 10. Answering Defendant is informed and believes, and thereupon allege, that
4 Answering Defendant is not liable for the independent acts of third parties and Plaintiffs injuries
5 and damages, if any, are attributable to acts of third parties.

6 11. Plaintiffs alleged injuries and damages, if any, were aggravated by Plaintiffs failure
7 to use reasonable diligence to mitigate them.

8 12. Plaintiff is estopped from obtaining the relief sought, or pursuant any of the claims
9 raised or causes of action contained in their Second Amended Complaint by virtue of his own
10 acts, failure to act, conduct, representations, admissions, and the like.

11 13. Plaintiff elected his remedy in tort and therefore cannot obtain relief in equity.

12 14. Answering Defendant has not violated any of the statutes alleged in the Second
13 Amended Complaint.

14 15. Plaintiff's claims are barred, in whole or in part, because Defendant did not owe a
15 duty of care to Plaintiff as a matter of law.

16 16. Answering Defendant, at all materials times, complied with the standard of care
17 applicable to Defendant if any there was, and therefore any recovery by Plaintiff should be barred.

18 17. Plaintiff's alleged damages are uncertain, speculative and incapable of
19 measurement.

20 18. Plaintiff has suffered no legally cognizable damages and thus is not entitled to a
21 recovery of damages.

22 19. If Answering Defendant is found to have breached a duty of care to Plaintiff, it will
23 be due in whole or in part to the conduct, acts, omissions and/or activities of parties, other than
24 Answering Defendant herein, who legally caused and/or contributed to the events leading up to
25 the incidents which form the bases for the allegations contained in the Second Amended
26 Complaint. Therefore, Answering Defendant is entitled to a judicial determination of the
27 percentage of fault of each party who is a legal cause of the injuries and damages, if any,
28

1 sustained by Plaintiff.

2 20. The damages of which Plaintiff alleges, if any, were proximately caused and
3 contributed to by the acts of other defendants, persons, and entities, and said acts were the
4 intervening and superseding causes of injuries and damages, if any, of which, Plaintiff complains,
5 and should thus Plaintiff's claims are barred as a result of the failure to satisfy conditions
6 subsequent.

7 21. Any alleged conduct or omission by Answering Defendants was not the cause in
8 fact, or proximate cause, of any injuries or damages alleged by Plaintiff.

9 22. Answering Defendant is informed and believes, and based thereon allege, that
10 Answering Defendant presently has insufficient knowledge or information on which to form a
11 belief as to whether it, may have additional, as yet unstated, affirmative defenses available and
12 cannot fully anticipate all affirmative defenses that may be applicable within this action.
13 Accordingly, the right to assert additional affirmative defenses, if and to the extent that such
14 affirmative defenses are applicable, is hereby reserved. This defense is alleged in the alternative
15 and does not admit any of the allegations contained in the Second Amended Complaint.

16 23. Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have
17 been alleged herein, in so far as sufficient facts were not available after a reasonable inquiry
18 upon the filing of this Answer; therefore, Defendant reserves the right to amend its answer to
19 allege additional affirmative defenses if subsequent investigations so warrant.

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PRAYER

WHEREFORE, Defendant/Counterclaimant/Crossclaimant Precision Assets prays for judgment against Plaintiff as follows:

1. That Plaintiff take nothing by way of its Second Amended Complaint and that the same be dismissed with prejudice;
2. For judgment entered in their favor;
3. For costs of suit and a reasonable attorney's fee; and
4. For all other relief that the court may find just and proper in the premises.

DATED this 22nd day of February, 2021.

THE BALL LAW GROUP

/s/ Zachary T. Ball
Zachary T. Ball, Esq.
Nevada Bar No. 8364
1935 Village Center Circle, Suite 120
Las Vegas, NV 89134
Attorney for *Precision Assets, as*
Defendant and Counterclaimant

CROSSCLAIM

This action relates to the ownership and title to certain residential real property located in Clark County, Nevada commonly known as 50 Sacramento Drive, Las Vegas, NV. 89110 and 59 Sacramento Drive, Las Vegas, Nevada 89110 ("50 Sacramento" and "59 Sacramento," respectively).

1. Accordingly, jurisdiction and venue are appropriate in Clark County, Nevada.

2. Defendant/Crossclaimant Precision Assets (hereinafter referred to as "PRECISION"), is a Nevada limited liability company conducting business in Clark County Nevada.

3. Defendant Eustachius C. Bursey ("BURSEY") is an individual residing in Clark County Nevada.

GENERAL ALLEGATIONS

4. On or about June 5, 1992, Plaintiff obtained title to 50 Sacramento pursuant to a Grant, Bargain and Sale Deed, recorded on July 30, 1992.

5. On June 3, 2018, BURSEY borrowed \$150,000.00 from Plaintiff to purchase 50 Sacramento, memorialized and secured by a Deed of Trust recorded on August 2, 2018 against 50 Sacramento ("2018 Deed of Trust").

6. On April 1, 2019, HCO Residential, LLC ("HCO") and BURSEY entered into a purchase contract for 50 Sacramento for \$95,500.00 ("50 Sacramento Purchase Contract").

7. Pursuant to the 50 Sacramento Purchase Contract, BURSEY represented and warranted that he was the only party in possession of the Property, and that there were no other parties who claimed possession.

8. On April 5, 2019, the same parties, Plaintiff John Dattala ("Plaintiff") and BURSEY, executed two additional documents, with both documents recorded on April 8, 2019, a Deed of Reconveyance relating to the 2018 Deed of Trust in full and a quit claim deed, transferring title in 50 Sacramento from Plaintiff to BURSEY in exchange for payment of \$73,540.00.

1 9. Plaintiff executed a notarized affidavit of grantor, asserting that the quit claim deed
2 was an arms-length transaction between Plaintiff and BURSEY, a valid transfer of ownership
3 and that Plaintiff does not claim any further ownership to 50 Sacramento.

4 10. On April 9, 2019, PRECISION received an email from a third party, "Equity
5 Connect – Wholesale Properties" ("Equity Connect") regarding 50 Sacramento.

6 11. As part of the assignment of the 50 Sacramento Purchase Contract to PRECISION,
7 HCO did not represent, warrant or advise PRECISION as to the state of title to 50 Sacramento.

8 12. On April 10, 2019, the escrow company confirmed receipt of \$5,000 from
9 PRECISION.

10 13. On April 12, 2019, BURSEY, as seller, and PRECISION, as buyer, executed
11 escrow instructions and an amendment to the escrow instructions to fully perform the 50
12 Sacramento Purchase Contract.

13 14. On April 12, 2019, BURSEY provided two notarized affidavits, 1) Affidavit of No
14 Mortgage or Deed of Trust wherein BURSEY declares and certifies that there are no
15 encumbrances in the form of a mortgage or deed of trust against 50 Sacramento, and 2) Owner's
16 Affidavit wherein BURSEY declares and certifies that he has full possession of the property and
17 that any liens and/or encumbrances have been duly disclosed to WFG .

18 15. On April 15, 2019, escrow confirmed receipt of \$106,675.61 from PRECISION.

19 16. Combined with the prior \$5,000 payment from PRECISION, PRECISION paid a
20 total of \$111,675.61 to complete the 50 Sacramento purchase transaction.

21 17. On April 15, 2019, a Grant, Bargain and Sale Deed was recorded from BURSEY
22 to PRECISION to complete the arms-length transaction.

23 18. On or about November 14, 2008, Plaintiff obtained title to 59 Sacramento pursuant
24 to a Grant, Bargain and Sale Deed recorded on November 24, 2008.

25 19. On April 19, 2019, HCO Residential, LLC ("HCO") and BURSEY entered into a
26 purchase contract for 59 Sacramento for \$130,000.00.

27 20. Pursuant to the 59 Sacramento Purchase Contract, BURSEY represented and
28

1 warranted to HCO that BURSEY was the only party in possession of the Property, and that there
2 were no other parties whom claimed possession.

3 21. Furthermore, the 59 Sacramento Purchase Contract indicated that HCO did not rely
4 upon any representations of BURSEY in entering into the transaction.

5 22. April 22, 2019, a quit claim deed is recorded, whereby Plaintiff quitclaims 59
6 Sacramento to BURSEY in exchange for payment of \$79,091.00.

7 23. Plaintiff again provides an executed, notarized affidavit of grantor asserting that the
8 quit claim deed was, amongst other things, an arms-length transaction between Plaintiff and
9 BURSEY, a valid transfer of ownership and that Plaintiff does not claim any further ownership
10 to 59 Sacramento.

11 24. On April 30, 2019, BURSEY provided two notarized affidavits, 1) Affidavit of No
12 Mortgage or Deed of Trust wherein BURSEY declares and certifies that there are no
13 encumbrances in the form of a mortgage or deed of trust against 59 Sacramento, and 2) Owner's
14 Affidavit wherein BURSEY declares and certifies that he has full possession of the property and
15 that any liens and/or encumbrances have been duly disclosed.

16 25. As part of the assignment of the 59 Sacramento Purchase Contract to PRECISION,
17 HCO did not represent, warrant or advise PRECISION as to the state of title to 59 Sacramento.

18 26. On May 2, 2019, BURSEY, as seller, and PRECISION, as buyer, executed escrow
19 instructions, supplemental escrow instructions, and an amendment to the escrow instructions.

20 27. May 2, 2019, escrow confirmed PRECISION paid \$148,366.94 to close the 59
21 Sacramento purchase transaction.

22 28. May 2, 2019, and a Grant, Bargain and Sale Deed was recorded from BURSEY to
23 PRECISION.

24 **FIRST CLAIM FOR RELIEF**

25 **(Breach of Contract 50 Sacramento)**

26 29. PRECISION repeats and realleges paragraphs 1 through 29 as though fully set forth
27 herein.
28

1 30. Pursuant to the 50 Sacramento Purchase Contract, BURSEY represented and
2 warranted that he was the only party in possession of the Property, and that there were no other
3 parties who claimed possession.

4 31. Plaintiff and BURSEY, executed two additional documents, with both documents
5 recorded on April 8, 2019, a Deed of Reconveyance relating to the 2018 Deed of Trust in full
6 and a quit claim deed, transferring title in 50 Sacramento from Plaintiff to BURSEY in exchange
7 for payment of \$73,540.00.

8 32. BURSEY, as part of the 50 Sacramento Purchase Contract, represented and
9 warranted that he was the only party in possession of the Property, and that there were no other
10 parties who claimed possession.

11 33. On April 12, 2019, BURSEY provided two notarized affidavits, 1) Affidavit of No
12 Mortgage or Deed of Trust wherein BURSEY declares and certifies that there are no
13 encumbrances in the form of a mortgage or deed of trust against 50 Sacramento, and 2) Owner's
14 Affidavit wherein BURSEY declares and certifies that he has full possession of the property and
15 that any liens and/or encumbrances have been duly disclosed.

16 34. On April 15, 2019, escrow confirmed receipt of \$106,675.61 from PRECISION
17 which combined with the prior \$5,000 payment from PRECISION on April 10, 2019,
18 PRECISION paid a total of \$111,675.61 to complete the 50 Sacramento purchase transaction

19 35. Plaintiff now claims possession of the 50 Sacramento Property.

20 36. PRECISION completed its obligations under the 50 Sacramento Purchase Contract,
21 BURSEY has failed to complete his obligation of providing PRECISION with title free of any
22 other claims.

23 37. PRECISION has been damaged in a sum to be proven at trial. PRECISION has
24 been compelled to retain the undersigned counsel to represent it in this matter and has and will
25 continue to incur attorney's fees and costs.

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27 ///

SECOND CLAIM FOR RELIEF

(Unjust Enrichment 50 Sacramento)

38. PRECISION repeats and realleges paragraphs 1 through 30 as though fully set forth herein.

39. PRECISION has conferred benefits on BURSEY in the form of, but not limited to, paying in full under the Sacramento Purchase Contract.

40. BURSEY has appreciated the foregoing benefits and has retained those benefits under inequitable circumstances.

41. If BURSEY retain the foregoing benefits, BURSEY will be harmed.

42. PRECISION has been damaged in a sum to be proven at trial. PRECISION has been compelled to retain the undersigned counsel to represent it in this matter and has and will continue to incur attorney's fees and costs.

THIRD CLAIM FOR RELIEF

(Breach of Contract 59 Sacramento)

43. PRECISION repeats and realleges paragraphs 1 through 43 as though fully set forth herein.

44. Pursuant to the 59 Sacramento Purchase Contract, BURSEY represented and warranted that he was the only party in possession of the Property, and that there were no other parties who claimed possession

45. On April 22, 2019, Plaintiff again provides an executed, notarized affidavit of grantor asserting that the quit claim deed was, amongst other things, an arms-length transaction between Plaintiff and BURSEY, a valid transfer of ownership and that Plaintiff does not claim any further ownership to 59 Sacramento.

46. April 30, 2019, BURSEY provided two notarized affidavits, 1) Affidavit of No Mortgage or Deed of Trust wherein BURSEY declares and certifies that there are no encumbrances in the form of a mortgage or deed of trust against 59 Sacramento, and 2) Owner's Affidavit wherein BURSEY declares and certifies that he has full possession of the property and

1 that any liens and/or encumbrances have been duly disclosed.

2 47. BURSEY, as part of the 59 Sacramento Purchase Contract, represented and
3 warranted that he was the only party in possession of the Property, and that there were no other
4 parties who claimed possession.

5 48. May 2, 2019, escrow confirmed PRECISION paid \$148,366.94 to close the 59
6 Sacramento purchase transaction. Plaintiff now claims possession of the 50 Sacramento Property.

7 49. PRECISION completed its obligations under the 59 Sacramento Purchase Contract,
8 BURSEY has failed to complete his obligation of providing PRECISION with title free of any
9 other claims.

10 50. PRECISION has been damaged in a sum to be proven at trial. PRECISION has
11 been compelled to retain the undersigned counsel to represent it in this matter and has and will
12 continue to incur attorney's fees and costs.

13 **FOURTH CLAIM FOR RELIEF**

14 **(Unjust Enrichment 59 Sacramento)**

15 51. PRECISION repeats and realleges paragraphs 1 through 51 as though fully set forth
16 herein.

17 52. PRECISION has conferred benefits on BURSEY in the form of, but not limited to,
18 paying in full under the 59 Sacramento Purchase Contract.

19 53. BURSEY has appreciated the foregoing benefits and has retained those benefits
20 under inequitable circumstances.

21 54. If BURSEY retained the foregoing benefits, BURSEY will be harmed.
22 PRECISION has been damaged in a sum to be proven at trial. PRECISION has been compelled
23 to retain the undersigned counsel to represent it in this matter and has and will continue to incur
24 attorney's fees and costs

25 **FIFTH CLAIM FOR RELIEF**

26 **(Fraud)**

27 55. PRECISION repeats and realleges paragraphs 1 through 55 as though fully set forth
28

herein.

56. BURSEY knew the statement he made regarding 50 Sacramento and 59 Sacramento being free of the interest of Plaintiff was incorrect when BURSEY set it forth, including in the documents presented at the time of sale.

57. In justifiable reliance upon Mr. BURSEY's statement, PRECISION paid the \$2,000.00, and thereafter PRECISION paid \$148,366.94 to close the 59 Sacramento purchase transaction, and PRECISION paid a total of \$111,675.61 to complete the 50 Sacramento purchase transaction.

58. PRECISION was in communication with BURSEY during the commencement of the purchase of 50 Sacramento and 59 Sacramento.

59. PRECISION reasonably relied on these statements and paid for the properties.

60. PRECISION has been damaged in a sum to be proven at trial. PRECISION has been compelled to retain the undersigned counsel to represent it in this matter and has and will continue to incur attorney's fees and costs.

PRAYER

WHEREFORE, Defendant/Counterclaimant/Crossclaimant PRECISION prays for judgment against Plaintiff as follows:

AS TO THE FIRST CLAIM FOR RELIEF FOR BREACH OF CONTRACT:

1. For an adjudication that BURSEY has failed to complete his obligation of providing PRECISION with title free of any other claims.

2. Damages in an amount in excess of \$15,000.00.

AS TO THE SECOND CLAIM FOR RELIEF FOR UNJUST ENRICHMENT:

1. For an adjudication that BURSEY has appreciated benefits and has retained those benefits under inequitable circumstances.

2. Damages in an amount in excess of \$15,000.00.

AS TO THE THIRD CLAIM FOR RELIEF FOR BREACH OF CONTRACT:

1. For an adjudication that BURSEY has failed to complete his obligation of providing

PRECISION with title free of any other claims.

2. Damages in an amount in excess of \$15,000.00.

AS TO THE FOURTH CLAIM FOR RELIEF FOR UNJUST ENRICHMENT:

1. For an adjudication that BURSEY has appreciated benefits and has retained those benefits under inequitable circumstances.
2. Damages in an amount in excess of \$15,000.00.

AS TO THE FIFTH CLAIM FOR RELIEF FOR FRAUD:

1. For an adjudication that BURSEY was acted fraudulently in his statements and representations to PRECISION regarding 50 Sacramento and 59 Sacramento being free of the interest of Plaintiff.
2. Damages in an amount in excess of \$15,000.00.

AS TO ALL CLAIMS FOR RELIEF:

1. For costs of suit incurred;
2. For reasonable attorney's fees; and
3. For such other and further relief as the Court may deem just and proper in the premises.

DATED this 22nd day of February, 2021.

THE BALL LAW GROUP

/s/ Zachary T. Ball
Zachary T. Ball, Esq.
Nevada Bar No. 8364
1935 Village Center Circle, Suite 120
Las Vegas, NV 89134
Attorney for *Precision Assets, as*
Defendant/Counterclaimant/Crossclaimant

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **Defendant/CounterClaimant PRECISION ASSETS' ANSWER TO SECOND AMENDED COMPLAINT AND CROSSCLAIM** was electronically filed with the Eighth Judicial District Court on the 22nd day of February, 2021. Electronic service of the foregoing document shall be sent by the Court via email to the addresses furnished by the registered user(s) pursuant to N.E.F.C.R. 9(b) and 13(c) and as shown below:

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/s/ Zachary T. Ball, Esq.
An Employee of the Ball Law Group



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12 *Attorney for Defendant Lillian Medina*

8 **DISTRICT COURT**
9
10 **CLARK COUNTY, NEVADA**

11 JOHN DATALLA,

12 Plaintiff,

13 v.

14 EUSTACHIUS C. BURSEY and PRECISION
15 ASSETS LLC, and ACRY DEVELOPMENT
16 LLC and LILLIAN MEDINA and WFG
17 NATIONAL TITLE INSURANCE COMPANY
18 and BONITA SPENCER and JOHN DOES I
19 through 5 inclusive and ROE CORPORATIONS
20 I through X,

21 Defendants

CASE NO. A-19-794335-C
DEPT. NO. 14

22 **AMENDED ANSWER TO SECOND AMENDED COMPLAINT**

23 COMES NOW, the Defendant, LILLIAN MEDINA, by and through her attorney, JOEL F.
24 HANSEN, ESQ., of the law firm HANSEN & HANSEN, LLC, and amended her answer to the
25 Plaintiff's Second Amended Complaint on file herein, denies, admits and alleges as follows:

26 **I.**

27 Answering Paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22,
28 23, 24, 25, 26, 27, 28, 29, 30, 31, 38, 39, 41, 42, 43, 44, 45, 46, 47, 48 of Plaintiff's Second
Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge

1 or information upon which to base a belief as to the truth of the allegations contained therein and
2 upon said ground denies each and every allegation contained therein.

3 **II.**

4 Answering Paragraphs 5, 32, 36, and 37 of the Plaintiff's Second Amended Complaint, this
5 answering Defendant admits each and every allegation contained therein.

6 **III.**

7 Answering Paragraph 33 of the Plaintiff's Second Amended Complaint, this answering
8 Defendant admits that she provided photos of the pages concerning Bursey and Dattala to WFG but
9 did not provide pages of the whole book. This Defendant further denies that she provided any other
10 copies of her notary log book to WFG. She has insufficient information with respect to the balance
11 of the paragraph and thus denies the allegations contained therein.

12 **IV.**

13 Answering Paragraph 34 of the Plaintiff's Second Amended Complaint, this Defendant
14 explained in her deposition that she made several attempts to obtain Bursey's signature, but he
15 avoided her and frustrated her efforts. Ms. Medina asked Bursey to sign the log book at the scene of
16 the closing, but Bursey failed and/or refused to sign the notary book at the closing and left without
17 signing it against Ms. Medina's wishes. Bursey failed to contact Medina after she left messages for
18 him to call her. Medina conducted good efforts to obtain Bursey's signature but Bursey refused to
19 cooperate

20 **V.**

21 Answering Paragraph 35 of the Plaintiff's Second Amended Complaint, this Defendant
22 admits that she signed the affidavit described in Paragraph 35 but denies that the affidavit was false.
23 Bursey left the scene of the signing without signing her notary book, although she asked him to sign.
24 She made subsequent good faith efforts to obtain his signature but received no cooperation from
25

1 Bursey. Thus, she made good faith efforts to comply with the laws but was prevented from doing so
2 by Bursey.

3
4 **VI.**

5 Answering Paragraphs 40, and 49 of the Plaintiff's Second Amended Complaint, this
6 answering Defendant denies each and every allegation contained therein.

7 **VII.**

8 Answering Paragraph 50 of the First Cause of Action of the Plaintiff's Second Amended
9 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 49 as
10 though set forth fully herein.

11 **VIII.**

12 Answering Paragraph 51 of the First Cause of Action of Plaintiff's Second Amended
13 Complaint, this answering Defendant alleges that she does not have sufficient knowledge or
14 information upon which to base a belief as to the truth of the allegations contained therein and upon
15 said ground denies each and every allegation contained therein.

16
17 **IX.**

18 Answering Paragraph 52 of the Second Cause of Action of the Plaintiff's Second Amended
19 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 51 as
20 though set forth fully herein.

21
22 **X.**

23 Answering Paragraphs 53, 54, and 55 of the Second Cause of Action of Plaintiff's Second
24 Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge
25 or information upon which to base a belief as to the truth of the allegations contained therein and
26 upon said ground denies each and every allegation contained therein.

27 ///

1 **XI.**

2 Answering Paragraph 56 of the Third Cause of Action of the Plaintiff's Second Amended
3 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 61 as
4 though set forth fully herein.
5

6 **XII.**

7 Answering Paragraphs 57, 58, 59, and 60 of the Third Cause of Action of Plaintiff's Second
8 Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge
9 or information upon which to base a belief as to the truth of the allegations contained therein and
10 upon said ground denies each and every allegation contained therein.
11

12 **XIII.**

13 Answering Paragraph 61 of the Fourth Cause of Action of the Plaintiff's Second Amended
14 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 60 as
15 though set forth fully herein.
16

17 **XIV.**

18 Answering Paragraphs 62, 63, 64, and 66 of the Fourth Cause of Action of the Plaintiff's
19 Second Amended Complaint, this answering Defendant denies each and every allegation contained
20 therein.
21

22 **XV.**

23 Answering Paragraph 65 of the Fourth Cause of Action of the Plaintiff's Second Amended
24 Complaint, this answering Defendant denies that the Plaintiff was damaged in the sums alleged or in
25 any sum whatsoever.
26

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1 **XVI.**

2 Answering Paragraph 67 of the Fifth Cause of Action of the Plaintiff's Second Amended
3 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 66 as
4 though set forth fully herein.
5

6 **XVIII.**

7 Answering Paragraphs 68, 70, 71, 72, and 73 of the Fifth Cause of Action of Plaintiff's
8 Second Amended Complaint, this answering Defendant alleges that she does not have sufficient
9 knowledge or information upon which to base a belief as to the truth of the allegations contained
10 therein and upon said ground denies each and every allegation contained therein.
11

12 **XIX.**

13 Answering Paragraphs 69 and 75 of the Fifth Cause of Action of Plaintiff's Second Amended
14 Complaint, this answering Defendant denies each and every allegation contained therein.
15

16 **XX.**

17 Answering Paragraph 74 of the Fifth Cause of Action of Plaintiff's Second Amended
18 Complaint, this answering Defendant alleges that she does not have sufficient knowledge or
19 information upon which to base a belief as to the truth of the allegations contained therein and upon
20 said ground denies each and every allegation contained therein, and further denies Plaintiff was
21 damaged in the sums alleged or in any sum whatsoever.
22

23 **XXI.**

24 Answering Paragraph 76 of the Sixth Cause of Action of the Plaintiff's Second Amended
25 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 75 as
26 though set forth fully herein.
27

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1 **XXII.**

2 Answering Paragraphs 77 and 78 of the Sixth Cause of Action of Plaintiff's Second
3 Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge
4 or information upon which to base a belief as to the truth of the allegations contained therein and
5 upon said ground denies each and every allegation contained therein.
6

7 **XXIII.**

8 Answering Paragraphs 79, 80, 81, and 82 of the Sixth Cause of Action of the Plaintiff's
9 Second Amended Complaint, this answering Defendant denies each and every allegation contained
10 therein.
11

12 **XXIV.**

13 Answering Paragraph 83 of the Seventh Cause of Action of the Plaintiff's Second Amended
14 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 88 as
15 though set forth fully herein.
16

17 **XXV.**

18 Answering Paragraphs 84 and 86 of the Seventh Cause of Action of Plaintiff's Second
19 Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge
20 or information upon which to base a belief as to the truth of the allegations contained therein and
21 upon said ground denies each and every allegation contained therein.
22

23 **XXVI.**

24 Answering Paragraphs 85, 87, 88, 89, 90, 91, and 93 of the Seventh Cause of Action of
25 the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained
26 therein.
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XXVII.

Answering Paragraph 92 of the Seventh Cause of Action of the Plaintiff's Second Amended Complaint, this answering Defendant denies that the Plaintiff was damaged in the sums alleged or in any sum whatsoever.

AFFIRMATIVE DEFENSES
FIRST AFFIRMATIVE DEFENSE

Defendant alleges that the Complaint and each and every cause of action stated therein fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Defendant alleges Plaintiff assumed whatever risk or hazard existed at the time of the incident alleged in the Complaint and is therefore responsible for the alleged injuries suffered; and further, Plaintiff was guilty of negligence on his own part which caused or contributed to any injuries suffered by the Plaintiff

THIRD AFFIRMATIVE DEFENSE

Defendant is informed and believe and thereon alleges that if the Plaintiff herein suffered or sustained any loss, injury, damage or detriment, the same was directly and proximately caused and contributed to by the conduct, acts, omissions, activities, carelessness, recklessness, negligence, and/or intentional misconduct of said Plaintiff, thereby completely or partially barring Plaintiff's recovery herein.

FOURTH AFFIRMATIVE DEFENSE

Defendant denies any act or omission to act on this answering Defendant's part, or any act or omission to act on the part of any person or entity for whose acts or omissions this answering Defendant may be established to be legally responsible or liable, actually or proximately caused or contributed to in any matter or to any degree, any injuries, damages or losses, if any, for which recovery is sought by Plaintiff.

1 **FIFTH AFFIRMATIVE DEFENSE**

2 Defendant alleges that Plaintiff has failed to mitigate his damages, if any.

3 **SIXTH AFFIRMATIVE DEFENSE**

4 Defendant alleges that the Plaintiff failed to name a party necessary for full and adequate
5 relief essential in this action.

6 **SEVENTH AFFIRMATIVE DEFENSE**

7 Defendant alleges that the injuries, if any, suffered by the Plaintiff as set forth in the
8 Plaintiff's Complaint were caused in whole or in part by the negligence or intentional conduct of a
9 third party over which Defendant had no control.

10 **EIGHTH AFFIRMATIVE DEFENSE**

11 Should this Defendant be found liable to Plaintiff, which liability is expressly denied,
12 Defendant is entitled to have any award against her abated, reduced or eliminated to the extent that
13 the negligence, carelessness, fault, or defects caused by the remaining parties in this action, or by
14 other persons, corporations or business entities who contributed to Plaintiff's damages if any.

15 **NINTH AFFIRMATIVE DEFENSE**

16 Defendant alleges it has been necessary for her to employ the services of an attorney to
17 defend this action, and a reasonable sum should be allowed Defendant as and for attorney's fees
18 together with her costs expended in this action.

19 **TENTH AFFIRMATIVE DEFENSE**

20 That this Defendant determined from satisfactory evidence that the signature which was
21 made on the document in question was that of the person appearing before this notary and named
22 therein.

23 ///

24 ///

1 **ELEVENTH AFFIRMATIVE DEFENSE**

2 That this Defendant as a notary public had satisfactory evidence that the person appearing
3 before her was the person whose true signature was on the document signed by that person.

4 **TWELFTH AFFIRMATIVE DEFENSE**

5 That this Defendant states that the signature was identified on the oath or affirmation of the
6 signer.

7 **THIRTEENTH AFFIRMATIVE DEFENSE**

8 That the signer was identified on the basis of identification documents of which this
9 Defendant took a photograph, that is, the driver's license of the signer.

10 **FOURTEENTH AFFIRMATIVE DEFENSE**

11 That this Defendant engaged in no official misconduct in notarizing the document in
12 question. Defendant Bursey is the one who engaged in misconduct because he refused at the time of
13 the closing to sign the notary book and Mr. Bursey failed to respond with Ms. Medina left messages
14 for him to contact her. Ms. Medina put forth a good faith effort to obtain Mr. Bursey's signature, but
15 he always avoided and/or refused to sign

16 **FIFTEENTH AFFIRMATIVE DEFENSE**

17 That the signer of the document in question personally appeared before me and
18 acknowledged the document under oath.

19 **SIXTEENTH AFFIRMATIVE DEFENSE**

20 That proper identification was provided to me in the form of a driver's license with the
21 photograph of the signer upon the driver's license.

22 **SEVENTEENTH AFFIRMATIVE DEFENSE**

23 That I personal observed Mr. Dattala sign the document in question after verifying his
24 identity.

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(NOTE: Some or all of the affirmative defenses above pled may have been pled for purposes of non-waiver pending discovery. Other affirmative defenses may be added as discovery continues.)

DATED this 20th day of July 2021.

BY: /s/ Joel F. Hansen
JONATHAN J. HANSEN, ESQ.
Nevada Bar No. 7002
JOEL F. HANSEN, EQ.
Nevada Bar No. 1876
9030 W. Cheyenne Ave. #210
Las Vegas, NV 89129
Attorney for Defendant Lillian Medina

CERTIFICATE OF SERVICE

Pursuant to NRCP 5 (b), I hereby certify that on this 20th day of July 2021, I served a copy of the foregoing AMENDED ANSWER TO SECOND AMENDED COMPLAINT as follows:

- ☒ Electronic Service - via the Court's electronic service system; and/or
- ☐ U.S. Mail - By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below; and/or
- ☐ Facsimile - By facsimile transmission pursuant to EDCR 7.26 to the facsimile number(s) shown below and in the confirmation sheet filed herewith. Consent to service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile transmission is made in writing and sent to the sender via facsimile within 24 hours of receipt of this Certificate of Service; and/or
- ☐ Hand Delivery - By hand - delivery to the address listed below.

Benjamin B. Childs, Esq.
318 S. Maryland Pkwy.
Las Vegas, NV 89101
Attorney for Plaintiff

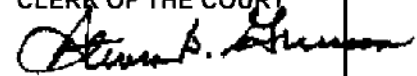
Dale K. Kleven, Esq.
Thomas M. Fronczek, Esq.
HOMEOWNER RELIEF LAWYERS
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Las Vegas, NV 89149
Attorney for Defendant Eustachius C. Bursey

Andrew A. Bao, Esq.
WOLFE & WYMAN LLP
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Attorney for Defendant Precision Assets LLC

John Benedict, Esq.
Brian R. Dziminski, Esq.
LAW OFFICES OF JOHN BENEDICT
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Las Vegas, NV 89123
Attorney for Acry Development LLC

Bonita Spencer
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N. Las Vegas, NV 89030
Defendant Pro Se

/s/ Lisa M. Sabin
An Employee of Hansen & Hansen, LLC



MLIM
Zachary T. Ball, Esq.
Nevada Bar No. 8364
THE BALL LAW GROUP
1935 Village Center Circle, Suite 120
Las Vegas, Nevada 89134
Telephone: (702) 303-8600
Email: zball@balllawgroup.com
Attorney for *Precision Assets, as*
Defendant and Counterclaimant

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA;

Plaintiffs,

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS LLC, and ACRY
DEVELOPMENT LLC and LILLIAN
MEDINA and WFG NATIONAL TITLE
INSURANCE COMPANY and BONITA
SPENCER and JOHN DOES 1 through 5
inclusive and ROE CORPORATIONS I
through X,

Defendants.

AND ALL RELATED MATTERS.

Case No.: A-19-794335-C

Dept. No.: 14

MOTION IN LIMINE NO. 4

HEARING REQUESTED

Defendant and counter-claimant PRECISION ASSETS, by and through its attorney, Zachary T. Ball, Esq. of BALL LAW GROUP, moves this Court for its order in limine, before trial, seeking an advanced ruling to preclude Plaintiff John Dattala from introducing evidence identifying Precision Assets, LLC as a party to this action, as party to any of the transactions involved in this action or as an owner of any property involved in this action.

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1 This motion is based on NRS 48.025 and NRS 48.035, related case law, all documents on
2 file with the Court in this matter, and the points and authorities and exhibits that follows:

3 **POINTS AND AUTHORITIES**

4 **1. STATEMENT OF FACTS**

5 Defendant and counter-claimant Precision Assets is a Nevada corporation that is able to
6 do business and participate in litigation in Nevada. While Precision Assets initially but
7 erroneously referred to itself as a limited liability company earlier in this action, there is now *no*
8 dispute concerning Precision Assets corporate status. The Court issued a Minute Order on
9 January 13, 2021 that stated the following:

10 This Court has addressed the issue of Defendant [Precision Assets]
11 corporate form in multiple hearings and pleadings. There is no dispute
12 that Precision Assets LLC is not an existing entity in Nevada and
13 never has been. In a hearing on December 17, 2020, this Court address
14 the naming issue and clarified that entity Defendant Precision Assets
15 is a corporation and not a limited liability company. In fact, in its
16 December 20, 2020, order, this Court ordered that all parties shall
17 work together and ensure that the title company addresses the issue in
18 correcting the entity name on record by the time this matter is back on
19 calendar for hearing set on January 14, 2021.

20 To be clear, it has been established that Defendant Precision Assets is
21 a corporation, not a limited liability company. Precision Assets LLC
22 does not exist as a business entity in Nevada and never existed. The
23 naming of Defendant as a limited liability company on the Deed is
24 akin to a scriveners/clerical error, not a substantive error.

25 Despite the Court's clear and unambiguous ruling, Plaintiff Dattala has not agreed to
26 refrain from introducing evidence at trial regarding Precision Assets, LLC. Namely that it does
27 not exist. And, in turn, that it is not able to defend itself or prosecute its counter-claim. Precision
28 Assets was therefore required to file this Motion in Limine.

29 **2. IDENTIFICATION OF THE EVIDENCE AT ISSUE**

30 Precision Assets seeks an order precluding Plaintiff from introducing any evidence
31 concerning Precision Assets' corporate status or any evidence referring to Precision Assets, LLC.

32 ///

33 ///

34 ///

1 **3. STATEMENT OF LEGAL GROUNDS**

2 **a. Motions In Limine Are Proper To Exclude Inadmissible Evidence**

3 A motion in limine is a pretrial request that certain inadmissible evidence not be referred
4 to or offered at trial. (Nevada Civil Practice Guide, § 21.05[1].) Motions in limine are designed
5 to forestall the introduction of potentially prejudicial evidence until the Court has ruled on its
6 admissibility. (*Id.*) The Nevada Supreme Court approved of motions in limine when it upheld a
7 trial court's granting of a motion in limine that excluded irrelevant evidence. (*State ex rel*
8 *Department of Highways v. Nevada Aggregates & Asphalt Co.*, 92 Nev. 370, 376 (Nev. 1976).)
9 Motions in limine are also expressly authorized by Rule 2.47 of the EDCR.

10 **b. The Probative Value Of Evidence Concerning Precision Assets' Corporate**
11 **Status Is Substantially Outweighed By Considerations Of Undue Delay Or**
12 **Waste Of Time.**

13 Pursuant to NRS 48.035, relevant evidence is not admissible if its probative value is
14 substantially outweighed by considerations of undue delay or waste of time. These dangers are
15 implicated if Plaintiff attempts to introduce evidence concerning Precision Assets' business
16 entity status even if the evidence is relevant. As a result, the evidence should not be admitted.

17 Precision Assets acknowledges that as an entity it is required to establish its ability to
18 prosecute and defend lawsuits. However, the Court has already ruled on this issue and
19 determined that Precision Assets is a corporation, that it is not a limited liability company and
20 that Precision Assets, LLC has never existed. Precision Assets does not need to litigate an issue
21 that has already been resolved and Plaintiff should not be able to introduce any evidence
22 concerning an issue that is not in dispute. Any introduction of evidence concerning Precision
23 Assets' corporate status or evidence attempting to identify Precision Assets, LLC will cause
24 undue delay and be a waste of time in light of the rulings already issued by the Court. As such,
25 the evidence is inadmissible.

26 ///

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28

1 **4. CONCLUSION.**

2 This Court has already ruled on this issue. The Court determined that Precision Assets is
3 a corporation that is able to prosecute its counter-claim against Plaintiff and Plaintiff should not
4 be allowed to introduce any evidence to address an issue that has been resolved against him. For
5 all of the above reasons, Precision Assets respectfully requests that its Motion in Limine be
6 granted and that Plaintiff be precluded from offering any evidence concerning Precision Assets'
7 corporate status or that identifies Precision Assets, LLC.
8

9 DATED this 16th day of August, 2021.
10

11 THE BALL LAW GROUP

12 /s/ Zachary T. Ball
13 Zachary T. Ball, Esq.
14 Nevada Bar No. 8364
15 1935 Village Center Circle, Suite 120
16 Las Vegas, NV 89134
17 Attorney for *Precision Assets, as*
18 *Defendant and Counterclaimant*
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DECLARATION OF ZACHARY T. BALL

I, Zachary T. Ball, declare as follows:

1. I am an attorney licensed in Nevada and counsel of record for defendant and counter-claimant Precision Assets, LLC in this action. If called as a witness, I would and could competently testify to the matters stated below as they are based on my own personal knowledge.
2. I submit this Declaration in support of Precision Asset's Motion in Limine No. 4.
3. In a conference call with all active parties' counsel on August 2nd, 2021 to discuss this Motion in Limine, we could not reach an agreement with Plaintiff's counsel to refrain from introducing evidence concerning Precision Assets' corporate status or evidence that identifies Precision Assets, LLC.

I declare under the penalty of perjury of the laws of the state of Nevada that the above is true and correct.

Dated this 16th day of August, 2021.

/s/ Zachary T. Ball, Esq.
Zachary T. Ball, Esq.

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **MOTION IN LIMINE NO. 4** was electronically filed with the Eighth Judicial District Court on the 16TH DAY OF AUGUST, 2021. Electronic service of the foregoing document shall be sent by the Court via email to the addresses furnished by the registered user(s) pursuant to N.E.F.C.R. 9(b) and 13(c) and as shown below:

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Dale Kleven dale@hrlnv.com

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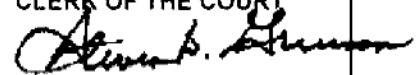
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/s/ Zachary T. Ball, Esq.

An Employee of the Ball Law Group



JOIN

LAW OFFICES OF JOHN BENEDICT

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Attorneys for Defendant
Acry Development, LLC and
Precision Assets as Crossclaimant only

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA,

Plaintiff,

vs.

EUSTACHIUS C. BURSEY and PRECISION
ASSETS, and ACRY DEVELOPMENT LLC
and LILLIAN MEDINA and WFG NATIONAL
TITLE INSURANCE COMPANY and
BONITA SPENCER and JOHN DOES
through 5 inclusive and ROE CORPORATION
1 through X,

Defendants.

) CASE NO.: A-19-794335-C
) DEPT. NO.: 14
)
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JOINDER TO
DEFENDANT/COUNTERCLAIMANT
PRECISION ASSETS' MOTIONS IN
LIMINE; MOTIONS IN LIMINE NOS. 1-5

HEARING REQUESTED

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///

1 COMES NOW Defendant ACRY DEVELOPMENT LLC by and through its counsel of
2 record, John Benedict Esq. of the Law Offices of John Benedict, and hereby joins in
3 Defendant/Counterclaimant Precision Assets' Motions in Limine Nos. 1 - 5 filed on August 16,
4 2021, in the above-captioned matter.

5 DATED this 18th day of August 2021.

6 **LAW OFFICES OF JOHN BENEDICT**

7
8 By: /s/ John Benedict
9 John Benedict, Esq. (SBN 5581)
10 Email: John@Benedictlaw.com
11 2190 East Pebble Road, Suite 260
12 Las Vegas, Nevada 89123
13 Telephone: (702) 333-3770
14 *Attorneys for Defendant*
15 *Acry Development, LLC and*
16 *Precision Assets as Crossclaimant only*
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on this 18th of August 2021, a copy of the foregoing **JOINDER TO**
3 **DEFENDANT/COUNTERCLAIMANT PRECISION ASSETS' MOTIONS IN LIMINE**
4 **Nos. 1-5** was electronically served through the Court's Electronic Filing System to:

5 Benjamin B. Childs, Esq. (SBN 3496)
6 Email: ben@benchilds.com
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10 *Attorney for Plaintiff*

11 Aaron D. Lancaster, Esq. (SBN 10115)
12 Christina V. Miller, Esq. (SBN 12448)
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18 *Attorneys for Defendant/ Counterclaimant/*
19 *Crossdefendant WFG National Title Insurance Company*

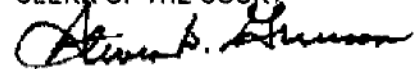
20 Joel F. Hansen, Esq. (SBN 1876)
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Eustachius Bursey
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Detroit, Michigan 48206
Defendant In Proper Person

26 /s/ Tyler Dufrene

27 On behalf of the Law Offices of John Benedict



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8 ben@benchilds.com
9 Attorney for Plaintiff/Counterdefendant

DISTRICT COURT
CLARK COUNTY, NEVADA

10 JOHN DATTALA

11 Plaintiff

12 vs.

13 EUSTACHIUS C. BURSEY and
14 PRECISION ASSETS and
15 ACRY DEVELOPMENT LLC and
16 LILLIAN MEDINA and
17 WFG NATIONAL TITLE INSURANCE
18 COMPANY and
19 AVI SEGAL and
20 JOHN DOES 1 through 5 inclusive and
21 ROE CORPORATIONS 1 through X

22 Defendants

23 AND RELATED ACTIONS

Case # A-19-794335-C
Dept # 14

Hearing: 11/4/2021 @ 10:00

24 PLAINTIFF/COUNTERDEFENDANT'S CONDITIONAL JOINDER IN PRECISION ASSETS
25 MOTION IN LIMINE NO 4

26 Plaintiff JOHN DATTALA [Dattala herein] conditionally joins Precision Assets'
27 Motion in Limine No 4, provided that the ruling applies to ALL parties, not just Dattala.
28 Also the ruling must specifically identify the documents that are precluded from evidence,
29 which are set forth in Exhibit 1, with the exception noted below..

30 The ruling sought by Precision Assets is to "preclude Plaintiff John Dattala from
introducing evidence identifying Precision Assets, LLC ... as a party to any of the
transactions involved in this action..." [Motion 1:23 - 25] However, no specific documents
were addressed in the Motion.

Dattala agrees with this request, but it should apply to ALL parties, not just Dattala.
Attached as Exhibit 1 are documents where the name Precision Assets, LLC appears in
relevant documents 43 times.

Dattala does object to precluding evidence of the Preliminary Title Report dated
4/8/2019 [Exhibit 1, 52 - 57] because this report expressly identifies Dattala as the owner

1 of 50 Sacramento on that date and the existence of the \$150,000 deed of trust which was
2 recorded on August 2, 2018. Obviously this goes to the issue of notice. Plus, just the
3 common sense question of how is Bursey selling 50 Sacramento for \$95,000 [Exhibit 1,
4 25] when there's a less than one year old deed of trust outstanding in the amount of
5 \$150,000 [Exhibit 1, 56]?

6
7 CONCLUSION

8
9 Dattala agrees that the issue of the naming of Precision Assets as Precision
10 Assets, LLC in the land records was resolved after several attempted corrections. The
11 name also appeared in multiple contracts and title company records which was never
12 corrected as these are historical facts.

13 Precision Assets wants to exclude all evidence "that identifies Precision Assets,
14 LLC " [Motion 4:7] The motion only mentions Dattala, but to be consistent all parties
15 should be subject to any admissibility ruling, not just Dattala.

16 Dattala has specifically itemized all documents which mention Precision Assets,
17 LLC and these documents, excepting the Preliminary Title Report dated 4/8/2019 [Exhibit
18 1, 52 - 57] should be specifically identified in the Court's ruling, which should apply to all
19 parties.

20 Dattala should be allowed to introduce as evidence the Preliminary Title Report
21 dated 4/8/2019 [Exhibit 1, 52 - 57]. This report expressly states that he is the owner of
22 the 50 Sacramento on April 8, 2019 and that there was an outstanding Deed of Trust that
23 had been recorded less than one year earlier, with \$150,000 outstanding balance. A
24 provision should be made at trial to deal with the reference to Precision Assets, LLC
25 therein by way of a stipulated fact or jury instruction. Since Dattala had no knowledge of
26 these transactions nor the documents associated with them listed in Exhibit 1, he has no
27 fault with how the documents were created and the Preliminary Title Report dated
28 4/8/2019 [Exhibit 1, 52 - 57] is evidence which supports his case and should not be
29 inadmissible simply because the Defendants made an error and then didn't correct it for
30 over 18 months.

/s/ BENJAMIN B. CHILDS, ESQ.

BENJAMIN B. CHILDS
Nevada Bar #3946
Attorney for Plaintiff/Counterdefendant

1
2 CERTIFICATE OF ELECTRONIC SERVICE

3 This PLAINTIFF/COUNTERDEFENDANT'S CONDITIONAL JOINDER IN
4 PRECISION ASSETS MOTION IN LIMINE NO 4, with Exhibit 1, is served through the
5 Odyssey system to opposing counsel and Mr. Bursey. Electronic service is in lieu
6 of mailing.
7

8 /s/ Benjamin B. Childs

9 ~~BENJAMIN B. CHILDS, ESQ.~~
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EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1



June 14, 2019

Cody Raynoha
Precision Assets, LLC
6700 Paradise Road, #A-1
Las Vegas, NV

Re: WFG National Title Insurance Company Claim No: 1011456
WFG National Title Insurance Company Policy No: 31554004071538
Property Address: 50 Sacramento Drive, Las Vegas, NV
Insured: Precision Assets, LLC

Dear Mr. Raynoha:

This letter is in response to your tender of defense on behalf of Precision Assets LLC, (Insured) to WFG National Title Insurance Company (WFG) in the above-referenced action. As of this date my investigation consists of:

1. A review of various documents recorded with the County Recorder concerning the insured property;
2. A review of WFG's title file;
3. A review of various purchase documents provided by your office;
4. A review of the complaint in this action which has yet to be served on the insured.

Based on my investigation, WFG has retained the firm of Wolfe & Wyman to represent the Insured in Respect to the defense of the causes of action for Quiet Title and Declaratory Relief in the above-referenced matter. Wolfe and Wyman will be contacting you shortly to discuss this matter. In the event you wish to speak with them sooner, they can be reached at 702.476.0100. Please provide them your full cooperation as is the Insureds obligation under the policy

WFG does not, by this letter, consent to pay attorneys' fees for any other representation of the Insured, including the prosecution of any separate complaints or cross-complaints which may be available to the Insured. WFG has not retained Wolfe & Wyman regarding questions or issues concerning coverage under the title insurance policy. If you have any questions regarding coverage under the policy of title insurance, please contact me directly at 714.452.1306 or dweller@willistonfinancial.com

Cordially,

Dawn Weller

Dawn Weller
Claims Officer

16700 Valley View, Suite 275, La Mirada, CA 90638

P (714) 452-1300 | F (714) 452-1301

Dattala MIL Joinder Page 2 of 74
Dattala Writ

Petitioner's Appendix

Page 118 of 1392
PRECISION 060914



a Williston Financial Group company

Cody Raynoha
Precision Assets, LLC
6700 Paradise Road, #A-1
Las Vegas, NV

Re: WFG National Title Insurance Company Claim No: 1011457
WFG National Title Insurance Company Policy No: 31554004071566
Property Address: 59 Sacramento Drive, Las Vegas, NV
Insured: Precision Assets, LLC

This letter is in response to your tender of defense on behalf of **Precision Assets LLC** (Insured) to WFG National Title Insurance Company (WFG) in the above-referenced action. As of this date my investigation consists of:

1. A review of various documents recorded with the County Recorder concerning the insured property;
2. A review of WFG's title file;
3. A review of various purchase documents provided by your office;
4. A review of the complaint in this action which has yet to be served on the insured.

Based on my investigation, WFG has retained the firm of Wolfe & Wyman to represent the Insured in respect to the defense of the causes of action for Quiet Title and Declaratory Relief in the above-referenced matter. Wolfe and Wyman will be contacting you shortly to discuss this matter. In the event you wish to speak with them sooner, they can be reached at 702.476.0100. Please provide them your full cooperation as is the Insureds obligation under the policy.

WFG does not, by this letter, consent to pay attorneys' fees for any other representation of the Insured, including the prosecution of any separate complaints or cross-complaints which may be available to the Insured. WFG has not retained Wolfe & Wyman regarding questions or issues concerning coverage under the title insurance policy. If you have any questions regarding coverage under the policy of title insurance, please contact me directly at 714.452.1306 or dweller@willistonfinancial.com

Dawn Weller
Claims Officer

APN#: 140-31-817-043
Escrow No. 19-274856

**MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:**

Precision Assets, LLC
6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

Inst #: 20190415-0002065
Fees: \$40.00
RPTT: \$484.50 Ex #:
04/15/2019 12:08:05 PM
Receipt #: 3683836
Requestor:
WFG NATIONAL TITLE COMPAN
Recorded By: GYOUNG Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

GRANT, BARGAIN, SALE DEED

R.P.T.T. \$484.50

THIS INDENTURE WITNESSETH: That

Eustachius C. Bursey, an unmarried individual

for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to

Precision Assets, 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 fiscal year 2018/19.
 2. Rights of way, reservations restrictions, easements and conditions of record.

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

WITNESS my hand this 12th day of April, 2019.

E.C. Bursey
Eustachius Bursey
Eustachius C Bursey

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 12th day of April, 2019 by Eustachius Bursey.

Jenine A. Santos
Notary Public for Nevada
My Commission Expires: 6/26/21

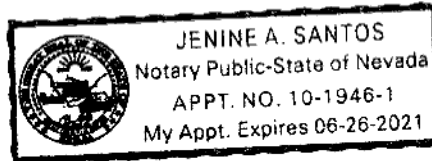


EXHIBIT "A"
LEGAL DESCRIPTION

Lot Twenty-eight (28) in Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

APN: 140-31-817-043

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number(s)

a) 140-31-817-043

b) _____

c) _____

d) _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE
ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

☐ Other _____

3. Total Value/Sales Price of Property:

\$95,000.00

Deed in Lieu of Foreclosure Only (value of property)

()

Transfer Tax Value:

\$95,000.00

Real Property Transfer Tax Due:

\$484.50

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

Signature _____

Capacity Grantor

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print

Name: EUSTACHIO C. BURSET

Print

Name: Precision Assets, LLC

Address: 50 Sacramento Drive

Address: 6700 Paradise Rd., Ste. A-1

City: Las Vegas

City: Las Vegas

State: Nevada

Zip: 89110

State: Nevada

Zip: 89119

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer

Print Name: WFG National Title Insurance Company

Escrow #: 19-274856

Address: 7450 Arroyo Crossing Parkway, Suite 270

City: Las Vegas

State: NV

Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number(s)

a) **140-31-817-043**

b) _____

c) _____

d) _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE
ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

☐ Other _____

3. Total Value/Sales Price of Property:

\$95,000.00

Deed in Lieu of Foreclosure Only (value of property)

(_____)

Transfer Tax Value:

\$95,000.00

Real Property Transfer Tax Due:

\$484.50

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 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 E.C.B.

Capacity Grantor

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print

Name: EUSTACHIUS C. BURSEY

Address: 50 Sacramento Drive

City: Las Vegas

State: Nevada

Zip: 89110

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print

Name: Precision Assets, LLC

Address: 6700 Paradise Rd., Ste. A-1

City: Las Vegas

State: Nevada

Zip: 89119

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer

Print Name: WFG National Title Insurance Company

Escrow #: 19-274856

Address: 7450 Arroyo Crossing Parkway, Suite 270

City: Las Vegas

State: NV

Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



ESCROW INSTRUCTIONS RELEASE OF FUNDS HELD

To: WFG National Title Insurance Company, ("Escrow Agent" or "WFG")
Re: 19-274856

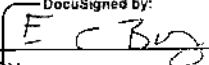
The undersigned herein authorize and instruct Escrow Agent to release any and all funds on hold in the above referenced escrow ("Escrow") to Seller.

In accordance with the original instructions to Escrow Agent executed on 04/12/19 ("Original Instructions"), if there are any service charges accruing to WFG, WFG is authorized and instructed to deduct such service charges from the funds held prior to disbursement of such funds in accordance with these instructions.

The undersigned understands and agrees that all the terms and provisions of the Original Instructions have been met and complied with to the full satisfaction of the undersigned. Upon final disbursement of funds held by WFG pursuant to these instructions, this Escrow shall be closed and terminated by WFG, with no further liability or responsibility whatsoever to WFG.

Seller:

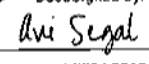
Date: May 1, 2019

DocuSigned by:

Eustachius C. Bursey
2AEB4EC3606E41F

Buyer:

Date: _____

Precision Assets, LLC

DocuSigned by:

By: Ivi Segal Date: May 1, 2019
25CDE7BCFC8B4A3



WFG National Title Insurance Company
a Williston Financial Group company

330 S Rampart Blvd, Suite 350
Las Vegas, NV 89145
Phone (702) 728-5295

Precision Assets, LLC, a Nevada Limited Liability Company

6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

File No.: 19-274856
Property: 50 Sacramento Drive
Las Vegas, NV 89110

Please find enclosed your Policy of Title Insurance with regard to the above referenced matter.

Please keep your Policy of Title Insurance in a safe place.

If you have any questions regarding the policy, please do not hesitate to contact the office noted above.



ALTA 6-17-06 OWNER'S POLICY OF TITLE INSURANCE
SCHEDULE A

Name and Address of Title Insurance Company: **WFG National Title Insurance Company**
12909 SW 68th Parkway, Suite 350, Portland, OR 97223

File No.: **19-274856** Policy No.: **31554004071538**
Amount of Insurance: **\$95,000.00** Premium: **\$485.00**
Address Reference: **50 Sacramento Drive, Las Vegas, NV 89110**
Date of Policy **April 15, 2019 12:08PM**

1. Name of Insured:
Precision Assets, LLC, a Nevada Limited Liability company
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Precision Assets, LLC, a Nevada Limited Liability company
4. The Land referred to in this policy is described as follows:
See Exhibit "A" attached hereto and made a part hereof

WFG National Title Insurance Company

Authorized Signature

Form No. 3155400

ALTA Owner's Policy
Revised 06-17-06

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LAND TITLE
ASSOCIATION

Dattala MIL Joinder Page 11 of 74

Dattala Writ

PRECISION0075

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EXHIBIT "A"
LEGAL DESCRIPTION

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

Lot Twenty-eight (28) in Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

Tax Account No(s): 140-31-817-043

ALTA 6-17-06 OWNER'S POLICY OF TITLE INSURANCE**SCHEDULE B****EXCEPTIONS FROM COVERAGE**File No.: **19-274856**Policy No: **3155400407153831554004071538**

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

GENERAL EXCEPTIONS

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, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of 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. 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 aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor, material or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

7. Water rights, claims or title to water, whether or not the matters excepted are shown by the public records.
8. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded April 27, 1914, as Book 3, Page 6413, of Official Records.

ALTA Owner's Policy
Revised 06-17-06

Form No. 3155400

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 LAND TITLE
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Dattala MIL Joinder Page 13 of 74

Dattala Writ

PRECISION 9077

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9. Taxes and charges, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:

Tax Year: 2019
 Tax Type: County
 Tax ID No.: 140-31-817-043
 Taxing Entity: Clark County Treasurer
 Total Annual Tax: \$463.43
 First Installment: \$117.66
 First Installment Status: Paid
 First Installment Due/Paid Date: August 20, 2018
 First Installment Delinquent Date: August 30, 2018
 Second Installment: \$115.85
 Second Installment Status: Paid
 Second Installment Due/Paid Date: October 1, 2018
 Second Installment Delinquent Date: October 11, 2018
 Third Installment: \$115.85
 Third Installment Status: Paid
 Third Installment Due/Paid Date: January 7, 2019
 Third Installment Delinquent Date: January 17, 2019
 Fourth Installment: \$115.85
 Fourth Installment Status: Paid
 Fourth Installment Due/Paid Date: March 4, 2019
 Fourth Installment Delinquent Date: March 14, 2019
 Notes: [View Taxes](#)

10. Any possible delinquent or outstanding municipal city liens or assessments for contract service provided to said land by reason of being located within the incorporated boundaries of Las Vegas, Nevada, which is subjects the same to its city charter and mandatory rules and regulations.
11. The herein described property lies within the boundaries of the Clark County Sanitation District, and is subject to any and all fees that may be due it.
12. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the Nevada Revised Statutes.

END OF SCHEDULE B



OWNER'S POLICY OF TITLE INSURANCE
issued by
WFG NATIONAL TITLE INSURANCE COMPANY
POLICY NUMBER: 31554004071538

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WFG NATIONAL TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetence, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Issued by:
WFG National Title Insurance Company

Authorized Countersignature

WFG NATIONAL TITLE INSURANCE COMPANY

By:
President

ATTEST:
Secretary



Form No. 3155400

ALTA Owner's Policy
Revised 06-17-06

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Dattala Writ

PRECISION 9079

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3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin,
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity,
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured, (2) if the grantee wholly owns the named Insured, (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured

ALTA Owner's Policy
Revised 06-17-06

Form No. 3155400

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LAND TITLE
ASSOCIATION

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PRECISION0082
Petitioner's Appendix

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Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or

desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that

matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or

conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its

terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 12909 SW 68th Pkwy., Suite 350, Portland, OR 97223, Attention: Claims Department. WFG National Title Insurance Company's telephone number is (800) 334-8885. Email address: claims@wfgnationaltitle.com.

Assignment of Contract/Interest and Controlled Business Disclosure and Hold Harmless

This Assignment of Contract ("Contract") is made 2019-04-09 BETWEEN the Assignor and the Assignee.

Property Address (Referred to as the "Property" herein):

50 Sacramento Drive Las Vegas NV 89110

APN: 14031817043

Assignor: HCO Residential, LLC

Assignee: Precision Assets LLC

Assignor's Assignment Fee: 20,000.00

Assignee's Earnest Deposit ("EMD"): 5,000.00

Total Purchase Price: 115,000.00

Cash or financing (Lender Name): Cash

WHEREAS the Assignor entered into that certain Purchase and Sale Agreement ("PSA") attached as Exhibit A dated 2019-04-01 for the purchase of property located at the address above outlined under the "Property".

WHEREAS, the Assignor desires to assign, transfer, sell, and convey to Assignee all of Assignor's right, title and interest in, to and under said PSA; and

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title, and interest in, to and under said PSA for an Acquisition Fee outlined above under Acquisition Fee plus any future reduction in contract price and

WHEREAS, The Assignor hereby covenants, warrants and represents that the PSA is in full force and effect and neither the Assignor nor the Seller are in default of any obligations under the PSA

Title Company: Jenine Santos - WFG National Title Company (Vegas) ✓ 702-789-7196,
jenine.santos@wfgnationaltitle.com, 7450 Arroyo Crossing Pkwy #270, Las Vegas, NV 89113, USA

Earnest Money Deposit ("EMD") from the Assignee to be verified as received by the Title Company by 10AM on the first business day following acceptance of this contract via wire or certified funds. EMD is non-refundable to the Assignee for any reason other than the seller's inability to perform on all terms of the original contract, including providing clear and marketable title. The Assignee will be responsible for any inspections, due diligence, and all closing costs for both the buyer and the seller.

The Assignee will be responsible for any inspections, due diligence, and all closing costs for both the buyer and the seller. The Assignment fee is to be paid to the Assignor directly from Title. Title is instructed to reimburse the Assignor their original EMD per the PSA in amount of \$ 500.00.

This assignment agreement is not freely assignable by the Assignee, and any desire to assign this agreement requires expressed written permission from the assignor. Assignee also agrees to provide all requested documentation to title & sign all closing documents no less than 3 days prior to Close of Escrow to ensure an on-time closing. The Assignee agrees to deposit closing funds no later than 1 day prior to Close of Escrow.

The Assignee hereby assumes all of the Assignor's duties and obligations under said PSA. This Contract shall be binding upon Assignor and shall inure to the benefit of the Assignee. Failure to comply with the dates specified on this contract and on the Purchase Contract, due to reasons within the assignee's control, is a material breach of this contract and the Assignee's earnest money deposit shall be subject to forfeiture. Any additional addenda to the purchase contract between the seller and the assignor will be signed by the assignee to confirm receipt and agreement to the additional terms. This assignment agreement applies to all terms of the contract and all terms of the addenda that is signed by the parties.

If required, due to the inability to substitute buyer from Assignor to Assignee, Assignor agrees to add Assignee as an additional buyer in escrow and then shall sign a Grant Deed at Close of Escrow granting all its rights to the Property. Said Grant Deed shall be drafted and recorded by the Title Company.

The assignment is made with no warranties, guarantees, or claims to condition of property, size, title, or present or future value of property. It is the Assignee's responsibility to perform their own due diligence before closing. This assignment shall survive the closing. The undersigned Assignee acting personally and/or for their company and/or affiliates hereby agrees to defend, indemnify, and hold harmless Mulberry Group LLC, and any parent or affiliate and all shareholders, employees, officers and directors from and against any and all claims, demands, suits, actions, damages, judgments, cost, charges and expenses including, without limitation, court cost and attorney's fees, of any nature whatsoever that any such assignee and/or their affiliate, representative or company may suffer, sustain or incur resulting from, arising out of or in any way connected with any action taken by, or inaction on the part of any assignee or their affiliate, representative or organization in connection with this transaction.

This agreement may be extended for a period of up to 60 days if necessary to finalize legal or title documents required to convey title. Only email notice from the Assignor to the Assignee is required to document this extension.

The undersigned agrees that they have the full authority to execute this document personally & for any organization they represent. By signing, you agree that you have read, understand & have the full power and authority to enter into this legal agreement. If you do not understand this document please seek legal counsel prior to signing. The undersigned agrees to all terms of this contract, and acknowledges receipt of a copy of this document.

Additional Terms:

Assignor:

DocuSigned by:

Jared Vidales

121AA85672B24B6

Jared Vidales

Name: _____

Date: _____

Apr 9, 2019

Assignee:

DocuSigned by:

Avi Segal

25CDE7BCFC6B4A3

Avi Segal

Name: _____

Date: _____

Apr 9, 2019

Assignment of Contract/Interest and Controlled Business Disclosure and Hold Harmless

This Assignment of Contract ("Contract") is made 2019-04-12 BETWEEN the Assignor and the Assignee.

Property Address (Referred to as the "Property" herein):

50 Sacramento Drive Las Vegas NV 89110

APN: 14031817043

Assignor: HCO Residential, LLC

Assignee: Precision Assets LLC

Assignor's Assignment Fee: 15,000.00

Assignee's Earnest Deposit ("EMD"): 5,000.00

Total Purchase Price: 110,000.00

Cash or financing (Lender Name): _____

WHEREAS the Assignor entered into that certain Purchase and Sale Agreement ("PSA") attached as Exhibit A dated 2019-04-01 for the purchase of property located at the address above outlined under the "Property".

WHEREAS, the Assignor desires to assign, transfer, sell, and convey to Assignee all of Assignor's right, title and interest in, to and under said PSA; and

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title, and interest in, to and under said PSA for an Acquisition Fee outlined above under Acquisition Fee plus any future reduction in contract price and

WHEREAS, The Assignor hereby covenants, warrants and represents that the PSA is in full force and effect and neither the Assignor nor the Seller are in default of any obligations under the PSA

Title Company: Jenine Santos - WFG National Title Company (Vegas) ✓ 702-789-7196,
jenine.santos@wfgnationaltitle.com, 7450 Arroyo Crossing Pkwy #270, Las Vegas, NV 89113, USA

Earnest Money Deposit ("EMD") from the Assignee to be verified as received by the Title Company by 10AM on the first business day following acceptance of this contract via wire or certified funds. EMD is non-refundable to the Assignee for any reason other than the seller's inability to perform on all terms of the original contract, including providing clear and marketable title. The Assignee will be responsible for any inspections, due diligence, and all closing costs for both the buyer and the seller.

The Assignee will be responsible for any inspections, due diligence, and all closing costs for both the buyer and the seller. The Assignment fee is to be paid to the Assignor directly from Title. Title is instructed to reimburse the Assignor their original EMD per the PSA in amount of \$ 500.00.

This assignment agreement is not freely assignable by the Assignee, and any desire to assign this agreement requires expressed written permission from the assignor. Assignee also agrees to provide all requested documentation to title & sign all closing documents no less than 3 days prior to Close of Escrow to ensure an on-time closing. The Assignee agrees to deposit closing funds no later than 1 day prior to Close of Escrow.

The Assignee hereby assumes all of the Assignor's duties and obligations under said PSA. This Contract shall be binding upon Assignor and shall inure to the benefit of the Assignee. Failure to comply with the dates specified on this contract and on the Purchase Contract, due to reasons within the assignee's control, is a material breach of this contract and the Assignee's earnest money deposit shall be subject to forfeiture. Any additional addenda to the purchase contract between the seller and the assignor will be signed by the assignee to confirm receipt and agreement to the additional terms. This assignment agreement applies to all terms of the contract and all terms of the addenda that is signed by the parties.

If required, due to the inability to substitute buyer from Assignor to Assignee, Assignor agrees to add Assignee as an additional buyer in escrow and then shall sign a Grant Deed at Close of Escrow granting all its rights to the Property. Said Grant Deed shall be drafted and recorded by the Title Company.

The assignment is made with no warranties, guarantees, or claims to condition of property, size, title, or present or future value of property. It is the Assignee's responsibility to perform their own due diligence before closing. This assignment shall survive the closing. The undersigned Assignee acting personally and/or for their company and/or affiliates hereby agrees to defend, indemnify, and hold harmless Mulberry Group LLC, and any parent or affiliate and all shareholders, employees, officers and directors from and against any and all claims, demands, suits, actions, damages, judgments, cost, charges and expenses including, without limitation, court cost and attorney's fees, of any nature whatsoever that any such assignee and/or their affiliate, representative or company may suffer, sustain or incur resulting from, arising out of or in any way connected with any action taken by, or inaction on the part of any assignee or their affiliate, representative or organization in connection with this transaction.

This agreement may be extended for a period of up to 60 days if necessary to finalize legal or title documents required to convey title. Only email notice from the Assignor to the Assignee is required to document this extension.

The undersigned agrees that they have the full authority to execute this document personally & for any organization they represent. By signing, you agree that you have read, understand & have the full power and authority to enter into this legal agreement. If you do not understand this document please seek legal counsel prior to signing. The undersigned agrees to all terms of this contract, and acknowledges receipt of a copy of this document.

Additional Terms:

Assignor:

DocuSigned by:

Jared Vidales

121AA85672B24B6..

Jared Vidales

Name: _____

Apr 12, 2019

Date: _____

Assignee:

DocuSigned by:

Avi Segal

25CDE78CFC8B4A3

Avi Segal

Name: _____

Apr 12, 2019

Date: _____

File No./Escrow No.: 19-274856
Officer/Escrow Officer: Jenine SantosWFG National Title Insurance
Company
7450 Arroyo Crossing Pkwy, Suite
270
Las Vegas, NV 89113
(702) 777-8282Property Address: 50 SACRAMENTO DRIVE
LAS VEGAS, NV 89110 (CLARK)
(140-31-817-043)Borrower: **PRECISION ASSETS, LLC**
6700 Paradise Rd
Ste A-1
Las Vegas, NV 89119

Lender:

Settlement Date:
Disbursement Date: 4/15/2019

Description	Borrower		
	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Contract sales price		\$95,000.00	
Deposit or Earnest Money			\$5,000.00
Promotions			
Other (Paid) 4/15/2019 to 6/1/2019 @ \$44.79/Quarter		\$22.88	
City/town taxes 4/15/2019 to 5/1/2019 @ \$63.87/Quarter		\$11.50	
County taxes 4/15/2019 to 7/1/2019 @ \$453.43/Year		\$97.76	
Title Charges			
Owner's covering a \$95,000.00 Premium to WFG National Title Insurance Company		\$485.00	
Settlement or closing fee to WFG National Title Insurance Company		\$420.00	
Wire Processing Fee to WFG National Title Insurance Company		\$25.00	
Government Recording and Transfer Charges			
Recording fees: Deed \$40.00		\$40.00	
County tax/stamp: Deed \$484.50		\$484.50	
eRecording Fee to WFG National Title Insurance Company		\$25.00	
Additional Settlement Charges			
Payoff Sewer to City of Las Vegas		\$63.97	
Buyer Assignment Fee to HCO Residential LLC		\$15,000.00	
	P.O.C.	Debit	Credit
Subtotal	\$0.00	\$111,675.61	\$5,000.00
Due From Borrower	\$0.00	\$111,675.61	\$111,675.61
Totals			

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize WFG National Title Insurance Company to cause the funds to be disbursed in accordance with this statement.

BORROWER(S)

Precision Assets, LLC

By: 

Date: 4/12/19

SETTLEMENT COORDINATOR

Jenine Santos



WFG National Title Insurance Company
a Williston Financial Group company

7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Phone (702) 777-8292 Fax

WFG National Title Insurance Company
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Attn: Jenine Santos

Date Prepared: April 11, 2019

PRELIMINARY REPORT

Order Number: **19-274856**
Escrow Officer: **Jenine Santos**
Phone: **(702) 777-8292**
Fax:
Email: **jenine.santos@wfgnationaltitle.com**

Seller(s): Eustachius Bursey
Buyer(s): Precision Assets, LLC

Property: 50 Sacramento Drive, Las Vegas, NV 89110

WFG National Title Insurance Company, is prepared to issue a title insurance policy, as of the effective date and in the form and amount shown on Schedule A, subject to the conditions, stipulations and exclusions from coverage appearing in the policy form and subject to the exceptions shown on Schedule B. This report is preliminary to the issuance of a policy of title insurance issued by **WFG National Title Insurance Company**, and shall become null and void unless a policy is issued and the full premium paid.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit One attached. Copies of the Policy forms should be read. They are available from the office which issued this report. Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit One 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.

This report is for the exclusive use of the person to whom it is addressed. Title insurance is conditioned on recordation of satisfactory instruments that establish the interests of the parties to be insured; until such recordation, the Company may cancel or revise this report for any reason.

Tami Miramontes
Title Officer
tmiramontes@wfgnationaltitle.com

SCHEDULE A

1. The effective date of this preliminary title report is **8:00 A.M. on March 19, 2019**.

2. The policies and endorsements to be insured and the related charges are:

ALTA® HomeOwner's Policy (12-02-13)
Proposed Insured: HCO Residential, LLC

Amount: \$95,000.00

3. The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

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

Eustachius C. Bursey, an unmarried individual

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

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

EXHIBIT "A"

Lot Twenty-eight (28) in Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

Situate in the County of Clark, State of Nevada.

Assessor's Parcel No.: 140-31-817-043

SCHEDULE B

GENERAL EXCEPTIONS

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, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of 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. 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 aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor, material or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: If the ALTA Homeowners Policy and/or an ALTA Extended Loan Policy is requested by the insured, the Exceptions listed above as 1 through 6 will not be shown.

SPECIAL EXCEPTIONS

1. Water rights, claims or title to water, whether or not the matters excepted are shown by the public records.
2. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded April 27, 1914, as Book 3, Page 6413, of Official Records.
3. Easements and Dedications as indicated or delineated on the Plat of said subdivision on file in Book 7 of Plats, Page 5, of Official Records.
4. Covenants, conditions and restrictions and easements, if any, (but deleting any covenants, conditions, or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 3604 ©), in Declarations of Restrictions:

Recorded: April 19, 1962 in Book 355 as Instrument No. 286709 of Official Records.

Said instrument, which in part, contains or provides the following:

a) A provision that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value.

5. Taxes and charges, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:
Tax Year: 2019
Tax Type: County
Tax ID No.: 140-31-817-043

Taxing Entity:	Clark County Treasurer
Total Annual Tax:	\$463.43
First Installment:	\$117.66
First Installment Status:	Paid
First Installment Due/Paid Date:	August 20, 2018
First Installment Delinquent Date:	August 30, 2018
Second Installment:	\$115.85
Second Installment Status:	Paid
Second Installment Due/Paid Date:	October 1, 2018
Second Installment Delinquent Date:	October 11, 2018
Third Installment:	\$115.85
Third Installment Status:	Paid
Third Installment Due/Paid Date:	January 7, 2019
Third Installment Delinquent Date:	January 17, 2019
Fourth Installment:	\$115.85
Fourth Installment Status:	Paid
Fourth Installment Due/Paid Date:	March 4, 2019
Fourth Installment Delinquent Date:	March 14, 2019
Notes:	View Taxes

6. Any possible delinquent or outstanding municipal city liens or assessments for contract service provided to said land by reason of being located within the incorporated boundaries of Las Vegas, Nevada, which is subjects the same to its city charter and mandatory rules and regulations.
7. The herein described property lies within the boundaries of the Clark County Sanitation District, and is subject to any and all fees that may be due it.
8. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the Nevada Revised Statutes.
9. INTENTIONALLY DELETED
10. INTENTIONALLY DELETED
11. INTENTIONALLY DELETED
12. INTENTIONALLY DELETED
13. The company requires for its review satisfactory copy of the Articles of Organization, the Operating Agreement and the regulations of HCO Residential LLC, a Limited Liability Company, any amendment thereof, a Certificate of Good Standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.

END OF SCHEDULE B

NOTES AND REQUIREMENTS

LENDER'S NOTE: There is located on said land a Single Family Residence purportedly known as 50 Sacramento Drive, Las Vegas, NV 89110

NOTE: The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 24 months of the effective date of this commitment:

None of Record

END OF NOTES AND REQUIREMENTS

Your Escrow Officer

Jenine Santos
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Phone: (702) 777-8292
Fax:
Email: jenine.santos@wfgnationaltitle.com

Your Title Officer

Tami Miramontes
330 S Rampart Blvd, Suite 350
Las Vegas, NV 89145
Phone: (702) 728-5295
Fax: (702) 875-4823
Email: tmiramontes@wfgnationaltitle.com

Exhibit One (Rev. 06-15-14)
CLTA STANDARD COVERAGE POLICY—1990 (4-8-14)
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 (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or 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 of 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, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land 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.
- 6) Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
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 those portions of any law or government regulation concerning:
 - a) building;
 - b) zoning;
 - c) land use;
 - d) improvements on the Land;
 - e) land division; and

f) **environmental protection**

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 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 limit the coverage described in Covered Risk 14 or 15.
- 3) The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4) Risks:
 - a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b) that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c) that result in no loss to You; or
 - d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e, 25, 26, 27 or 28
- 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 21.
- 7) The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8) Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence
- 9) Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 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:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$ 5,000.00

**2006 ALTA LOAN POLICY (06/17/06))
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 those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection,or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - b) Any governmental police power This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3) Defects, liens, encumbrances, adverse claims or other matters:
 - a) created, suffered, assumed or agreed to by the Insured Claimant;

- b) not Known to the Company, not recorded in the public records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an insured under this policy;
 - c) resulting in no loss or damage to the Insured Claimant;
 - d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4) Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured to comply with applicable doing-business laws of the state in which the land is situated.
 - 5) Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth in lending law.
 - 6) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a) a fraudulent conveyance or fraudulent transfer, or
 - b) a preferential transfer for any reason not stated in covered Risk 13(b) of this policy..
 - 7) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART 1

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

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

2006 ALTA OWNER'S POLICY (06/17/06) 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 those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3) Defects, liens, encumbrances, adverse claims or other matters:
 - a) created, suffered, assumed or agreed to by the Insured Claimant;
 - b) not Known to the Company, not recorded in the public records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an insured under this policy;
 - c) resulting in no loss or damage to the Insured Claimant;
 - d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - a) a fraudulent conveyance or fraudulent transfer, or
 - b) a preferential transfer for any reason not stated in covered Risk 9 of this policy..
- 5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13) EXCLUSIONS FROM COVERAGE

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

- 1)
 - a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3) Defects, liens, encumbrances, adverse claims, or other matters
 - a) created, suffered, assumed, or agreed to by the Insured Claimant;

- b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c) resulting in no loss or damage to the Insured Claimant;
 - d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4) Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 - 5) Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26
 - 6) Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 - 7) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 - 8) The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
 - 9) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a) a fraudulent conveyance or fraudulent transfer, or
 - b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
 - 10) Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 - 11) Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Receipt For Check (Personal)
WFG National Title Insurance Company
12909 SW 68th Parkway, Ste 350
Portland, OR 97223

Wells Fargo Bank, N.A., ABA: 121000248, Account: 4782323182

Receipt Number: 4205
File Number: 19-274856
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110
Printed Date: 4/10/2019 11:23:18 AM
Received Date: 04/10/2019
Received By: Jenine Santos
Amount: \$5,000.00
Payor: Precision Assets, LLC
Bank:
Account Number:
Routing Number:

Memo:

Note:

Description	Amount
Deposit or Earnest Money	\$5,000.00
	\$5,000.00

Received By Jenine Santos

Date

Receipt For Wire
WFG National Title Insurance Company
12909 SW 68th Parkway, Ste 350
Portland, OR 97223

Wells Fargo Bank, N.A., ABA: 121000248, Account: 4782323182

Receipt Number: 18101
File Number: 19-274856
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110
Printed Date: 4/15/2019 11:21:02 AM
Received Date: 04/15/2019
Received By: Jenine Santos
Amount: \$106,675.61
Payor: Precision Assets, LLC
Bank:
Account Number:
Routing Number:

Memo:

Note:

Description	Amount
Funds to Close from Precision Assets, LLC	\$106,675.61
	\$106,675.61

Received By Jenine Santos Date



RECEIPT FOR FUNDS

WFG National Title Insurance Company
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113

File No.: 19-274856
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110
Received Date: 4/10/2019
Received by: Jenine Santos
Payor: Precision Assets, LLC
Amount: \$5,000.00



WFG National Title Insurance Company
a Williston Financial Group company

RECEIPT FOR FUNDS

WFG National Title Insurance Company
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113

File No.: 19-274856
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110
Received Date: 4/10/2019
Received by: Jenine Santos
Payor: Precision Assets, LLC
Amount: \$5,000.00


PRECISION ASSETS 6700 PARADISE RD STE A1 LAS VEGAS, NV 89119-3744		Bank of America ACH R/T 122400724	13584 94-72/1224 NV 61320
		4/9/2019	
PAY TO THE ORDER OF	WFG National Title Company	\$ 5,000.00	
Five Thousand and 00/100			DOLLARS
WFG National Title Company			
MEMO	EMD Sent - 50 Sacramento	 AUTHORIZED SIGNATURE	
⑈013584⑈ ⑆122400724⑆ 501012226818⑈			

Photo Safe Deposit®
Details on Back



ESCROW INSTRUCTIONS - SALE

Escrow No.: 19-274856
Seller: Eustachius Bursey
Buyer: Precision Assets, LLC
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110
Escrow Officer: Jenine Santos

To: WFG National Title Insurance Company, ("Escrow Agent")

The undersigned, Eustachius Bursey ("Seller"), and Precision Assets, LLC ("Buyer"), (collectively "the Parties") hereby authorize, and instruct Escrow Agent as follows:

1. Buyer and Seller have entered into that certain Residential Purchase Agreement and Joint Escrow instruction dated , together with any amendments/supplements thereto (collectively "Agreement"), a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein and is made a part hereof. Pursuant to the Agreement, the parties have agreed that Seller shall sell and convey and Buyer shall purchase that certain real property as described in the Agreement.
2. Buyer and Seller have established the above referenced escrow with Escrow Agent to receive and transfer the various documents and funds to be exchanged pursuant to the Agreement and to cause the assurance of title to be obtained pursuant to the Agreement.
3. These escrow instructions are not intended to modify or amend the Agreement between Buyer and Seller unless such modification and/or amendment is/are specifically set forth herein.
4. Escrow Agent is hereby authorized and directed to examine the Agreement and is empowered to perform such acts as set forth therein only to the extent that such terms and conditions are within the control of Escrow Agent. The delivery of funds to Escrow Agent and the recording of the instruments deposited with Escrow Agent shall signify that all of the terms and conditions in the Agreement have been complied with or waived to the satisfaction of both Buyer and Seller.
5. Escrow Agent is hereby released from any and all liability and/or responsibility of any condition; agreement or provision in the Agreement not within the control of escrow or that shall survive the close of escrow
6. Escrow Agent is released from any liability and/or responsibility for any payment to the County Tax Collector which results in duplicate payment of real property taxes. Any duplicate payments shall be handled solely between Buyer and Seller outside of escrow
7. Escrow Agent is authorized and instructed to compute and insert appropriate dates and amounts on new encumbrances and promissory notes created herein, if applicable. All documents shall be on forms customarily used by Escrow Agent
8. Seller and Buyer fully understand and agree to the GENERAL PROVISIONS, which are attached hereto and by this reference made a part hereof as Exhibit "B".

9. Additional Terms and Conditions

Seller:

Date: _____

Eustachius Bursey

Buyer:

Date: _____

Precision Assets, LLC

By. 

Date: 4/12/19

Exhibit "B"
GENERAL PROVISIONS

All funds received in this escrow shall be deposited with other escrow funds in one or more non-interest bearing escrow accounts in Escrow Agent's name in a state or national bank selected by Escrow Agent. Escrow Agent shall have no obligation to account to the undersigned in any manner for the value of, or pay to Escrow Agent any benefit received by Escrow Agent, directly or indirectly, by reason of the deposit of the escrow funds or the maintenance of such accounts with that bank. Those benefits may include, without limitation, credits allowed by that bank on loans to Escrow Agent and on accounting, reporting and other services and products of that bank and earnings on investments made with the proceeds of such loans.

All disbursements shall be made by check of Escrow Agent. Any commitment made in writing to Escrow Agent by any bank, trust company, insurance company, savings and loan association or other lender to deliver its check or funds into this escrow may in the sole discretion of Escrow Agent, be treated as the equivalent of a deposit in this escrow of the amount thereof. The Parties to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by The Federal Deposit Insurance Corporation.

Escrow Agent is authorized to furnish copies of these instructions, any supplements or amendments thereto, notices of cancellation and closing statements to the real estate broker(s) and lender(s) named in this escrow.

Any funds held in escrow which are unclaimed for a period of six (6) months by the parties entitled thereto shall be assessed a holding charge pursuant to NRS 120A.300 of \$5.00 per month. Escrow Agent will escheat to the State of Nevada pursuant to NRS 120A.300 et seq., any funds held less the monthly holding charge.

All documents, closing statements, and balances due the parties to this escrow are to be mailed by ordinary mail to said parties at the addresses shown, unless otherwise instructed.

The Parties to this transaction understand and acknowledge that the funds required to complete this transaction must be deposited and cleared by Escrow Agent's bank prior to the recordation of any documents and must be in the form of a CASHIER'S CHECK, TELLER'S CHECK OR A WIRE TRANSFER TO ESCROW AGENT'S TRUST ACCOUNT.

If any check submitted to escrow is dishonored upon presentment for payment, Escrow Agent is authorized, but not required, to notify all Parties and/or their respective agents of such dishonor or non-payment.

If there is no written activity delivered by a Party to this escrow within any six (6) month period after the time limit date as set forth in the escrow instructions or written extension thereof, at Escrow Agent's option, Escrow Agent may terminate this escrow, and all documents, monies or other items held by Escrow Agent shall be returned to the respective Parties entitled thereto, less fees and charges herein provided. Nothing contained herein shall be construed as requiring Escrow Agent to terminate this escrow upon the passage of the time referred to in this paragraph.

Either Party hereunder claiming right of cancellation of this escrow shall file notice for cancellation with Escrow Agent in writing and in duplicate. Escrow Agent shall, within three days thereafter, mail one copy of such written notice to the other Party and to any broker above named, at the address stated herein. Unless written objection thereto shall be filed in such office by such other Party within ten days thereafter, Escrow Agent is authorized to comply with such notice and demand upon payment of Escrow Agent's cancellation charges. In the event that such written objection shall be filed, Escrow Agent is authorized to hold all money and instruments in this escrow pending agreement by the Parties or final order of a court of competent jurisdiction, except however the Parties hereto expressly agree and consent that Escrow Agent shall have the absolute right at its election to file a suit in interpleader and obtain an order from the court requiring the claimants to interplead and litigate in such court their several claims and rights amongst themselves. In the event such suit is brought, they jointly and severally agree to pay all Escrow Agent's costs, expenses and reasonable attorney fees which it may expend or incur in such interpleader suit, the amount thereof to be fixed and judgment therefore to be rendered by the court in such suit. Upon the filing of such suit Escrow Agent shall thereupon be fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.

Should this escrow cancel for any reason, Escrow Agent is entitled to a cancellation fee in accordance with Escrow Agent's schedule in effect at the time. Any such cancellation fee may be deducted from any funds on deposit with Escrow Agent. If this escrow has been inactive for a period of six (6) consecutive months Escrow Agent is authorized to deduct from any funds on deposit in this escrow a service/holding fee of \$5.00 each month.

Escrow Agent may deduct from net proceeds any amount owed in any matter and deduct from the amount collected for my account any payments made by Escrow Agent pursuant to these instructions, together with Escrow Agent's charges.

It is understood that the fees shown to be paid for Escrow Agent's services are ordinary and usual services only; and, should there be any extraordinary or unusual services rendered by Escrow Agent, the Parties agree to pay compensation to Escrow Agent for such extraordinary or unusual services, together with any costs and expenses which may be incurred by Escrow Agent, and Escrow Agent is hereby given a lien upon all monies and securities deposited with Escrow Agent until Escrow Agent has been so compensated or reimbursed.

Escrow Agent shall have no responsibility in connection with the investigating or guaranteeing the status of any policy of fire insurance involved in this escrow, but will assume that premiums on all policies have been paid.

Escrow Agent shall have no responsibility in connection with the investigating or guaranteeing the status of any garbage rental charge power, water, telephone, gas and/or other utility or use bill, except as otherwise specifically required herein.

Installments maturing on existing encumbrances, if any, during the period of this escrow, shall be paid by the SELLER.

Escrow Agent will make prorations on the basis of a 30-day month. The closing date shall be when all conditions for close of escrow have been satisfied. Escrow Agent may execute on behalf of the Parties hereto, form assignments of interest, if any, insurance policies (other than title insurance) presented herein and forward them upon close of escrow to the agent and/or company insuring with the required, first that Insurer consent to such transfer or attach loss payable clause or make such other additions or corrections as may have been specifically required herein, and second, that the agent thereafter return such policies to Escrow Agent for delivery to such Party as may be entitled thereto.

If, under these instructions, a commission is to be paid to any third party, then, notwithstanding any conflicting provisions herein contained, the party obligated to pay this commission shall not acquiesce in any mutual cancellation of these instructions without having first delivered written consent of the party entitled to the commission to the Escrow Agent.

Escrow Agent shall have no liability in connection with any personal property which is the subject of this escrow.

Escrow Agent will file the necessary Deeds, Trust Deeds and other instruments and then pay any encumbrance found against said property, except as set forth herein.

The undersigned agree to pay all charges, billings, advances and expenses, including cancellation fees that are properly chargeable to the undersigned and further, to pay any balance for fees, costs or shortages due in connection with these instructions.

The undersigned acknowledge that Escrow Agent is not licensed to practice law and that Escrow Agent's duties and obligations under this Agreement are limited to those of an escrow holder. The undersigned have not been referred to any named attorney(s) or discouraged from seeking the advice of an attorney but have been requested to seek legal counsel of their own choosing, at their own expense, if they have any doubts or questions concerning any aspect of this transaction.

The undersigned grant Escrow a Limited Power of Attorney to correct and initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by any of the Parties. In the event Escrow exercises this Limited power of Attorney a copy of the document(s) corrected and/or initialed will be sent to the affected Party.

This agreement in all its parts applies to insures to the benefit of, and binds all Parties hereto, their heirs, legatees devisees, administrators, executors, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter and the singular number includes the plural.

These instructions may be executed in any number of counterparts each of which shall be considered as an original effective as such.

Escrow Agent is authorized to complete all necessary actions set forth herein upon receipt of an electronic copy (fax or email) of these signed instructions without receipt of original.

Seller:

Date: _____

Eustachius Bursey

Buyer:

Date: _____

Precision Assets, LLC

By: _____

Date: 4/12/19



WFG National Title Insurance Company
a Wellstar Financial Group company

April 11, 2019

Escrow Officer: Jenine Santos
Escrow No.: 19-274856
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110

AMENDMENT TO ESCROW INSTRUCTIONS

BUYER ASSIGNMENT OF BENEFICIAL INTEREST

Previous instructions in the above numbered escrow are hereby modified and/or supplemented in the following particulars only:

Seller herein acknowledges and agrees buyer's interest has been assigned to Precision Assets, LLC as new buyer to this transaction.

By signing below, the undersigned Buyers acknowledge they have read and agree to all of the terms and conditions of the original purchase contract dated 04/01/19

This Assignment may be executed in any number of counterparts, each of which shall be considered as an original and effective as such.

All parties acknowledge buyer will pay HCO Residential, LLC an assignment fee at the close of escrow.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

EACH OF THE UNDERSIGNED STATES THAT EACH HAS READ THE FOREGOING INSTRUCTIONS UNDERSTANDS THEM AND ACKNOWLEDGES RECEIPT OF A COPY OF THESE INSTRUCTIONS.

Seller: _____ **Date:** _____

Eustachius Bursey

Buyer: _____ **Date:** _____

Precision Assets, LLC

By: _____

Date: 4/12/2019



SUPPLEMENTAL ESCROW INSTRUCTIONS HOLDBACK OF FUNDS

Escrow No.: 19-274856
Buyer: Precision Assels, LLC
Seller: Eustachius Bursey
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110

To: WFG National Title Insurance Company, Escrow Agent

Escrow Agent is authorized and instructed to hold back from the Seller funds collected by Escrow Agent in the closing of the escrow the amount of \$5,000.00 ("Holdback"), representing Post Possession Holdback.

The Holdback shall be held in Escrow Agent's non-interest bearing trust account and shall be administered by Escrow Agent as set forth in these Instructions.

CONDITIONS FOR RELEASE/PAYMENT OF FUNDS:

Property to be vacated by 04/30/19.

If subject property is not vacated by said date a per diem of \$100 a day will be deducted from the \$5,000.00 holdback until property is vacant.

In the event the forgoing conditions to disbursement have not been satisfied on or before 4/30/19, as determined by Escrow Agent, Escrow Agent, in its sole and absolute discretion shall have the right to deliver the funds held to the real estate agent representing the Seller or Escrow Agent shall have the right to interplead and deliver the Holdback to a Nevada court in accordance with the interpleader statutes of the State of Nevada.

Escrow Agent shall not be held liable for any bill or group of bills presented individually or collectively in excess of the amount held. In the event funds held total less than the bills presented, pay entire amount held and notify parties hereto that amounts held were not sufficient to satisfy bills presented. Any amounts remaining due will be the responsibility of the parties hereto and shall not be the responsibility of the Escrow Agent.

Upon disbursements of funds this escrow shall terminate. Any modification(s) of these instructions shall be given mutually by the undersigned in writing and Escrow Agent is specifically instructed that only such mutual instructions are to be recognized.

If these Instructions or any matter relating hereto shall become the subject of any litigation or controversy, the Parties shall jointly and severally indemnify, defend (with counsel satisfactory to Escrow Agent) and hold Escrow Agent free and harmless from any loss, claim, suit, or expense, including attorneys' fees, that may be suffered by it by reason thereof, other than as a result of Escrow Agent's breach of these Instructions, negligence or willful misconduct.

Escrow Agent shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, or as to the identity, authority or rights of any person executing such instrument. It is agreed that the duties of Escrow Agent are purely ministerial in nature, and that Escrow Agent's duties hereunder shall be limited to the safekeeping of the Holdback and documents received by it, and for their disposition in accordance with the terms of these Instructions. Escrow Agent may seek the advice of independent legal counsel in the event of any dispute or question as to the construction of any of the provisions of these Instructions or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken or suffered by it, except for Escrow Agent's negligence or willful misconduct.

These instructions may be executed in counterparts, each of which shall be deemed an original, regardless of the date of execution and delivery. All such counterparts shall constitute one and the same document.

Seller:

Date: _____

Eustachius Bursey

Buyer:

Date: 4/2/19

Precision Assets, LLC

By: _____



BUYER GENERAL INFORMATION FORM

Escrow No: 19-274856
Seller: Eustachius Bursey
Buyer: Precision Assets, LLC
Property: 50 Sacramento Drive, Las Vegas, NV 89110

SEND MY CLOSING DOCUMENTS VIA THE FOLOWING METHOD: (CHOOSE ONE)

- ☐ Hold for pick up at WFG National Title Insurance Company
☐ Mail to address indicated below.
☐ Overnight by service of your choice to the address below and charge \$25.00 to my settlement statement for this service.
☒ Deliver to our Real Estate Agent. - *Runner Services - Do Not Mail.*

MAILING ADDRESS INFORMATION:

☐ Property: 50 Sacramento Drive, Las Vegas, NV 89110
☒ Other: 6700 PARADISE Rd. STE. A-1
LAS VEGAS, NV 89119

Daytime Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Date: _____

Precision Assets, LLC

By: [Signature] Date: 4/12/19

7450 Arroyo Crossing Parkway, Suite 270, Las Vegas, NV 89113
(702) 777-8292

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessors Parcel Number(s)

a) 140-31-817-043

b) _____

c) _____

d) _____

2. Type of Property:

a) ☐ Vacant Land b) ☒ Single Fam. Res.

c) ☐ Condo/Twnhse d) ☐ 2-4 Plex

e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l

g) ☐ Agricultural h) ☐ Mobile Home

**FOR RECORDER'S OPTIONAL USE
ONLY**

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

☐ Other _____

3. Total Value/Sales Price of Property:

\$95,000.00

Deed in Lieu of Foreclosure Only (value of property)

()

Transfer Tax Value:

\$95,000.00

Real Property Transfer Tax Due:

\$484.50

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

Signature _____

Capacity Grantor

Signature _____

Capacity Grantee

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name Eustachius Bursey

Print Name Precision Assets, LLC

Address: 50 Sacramento Drive

Address: 6700 Paradise Rd., Ste. A-1

City: Las Vegas

City: Las Vegas

State: Nevada Zip: 89110

State: Nevada Zip: 89119

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer

Print Name: WFG National Title Insurance Company

Escrow #: 19-274856

Address: 7450 Arroyo Crossing Parkway, Suite 270

City: Las Vegas

State: NV

Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



WFG National Title Insurance Company
a Wellston Financial Group company

ESCROW DISCLOSURE FUNCTION OF ESCROW AGENT

Escrow No.: 19-274856
Buyer: Precision Assets, LLC
Seller: Eustachius Bursey
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110

THIS DISCLAIMER STATEMENT IS HEREBY MADE A PART OF THE THOSE CERTAIN INSTRUCTIONS TO ESCROW EXECUTED BY THE UNDERSIGNED PARTIES IN REGARDS TO THE ABOVE REFERENCED ESCROW NUMBER.

The undersigned parties acknowledge that WFG National Title Insurance Company is acting as the "Escrow Agent" for this transaction and that the Escrow Agent's function is to be a disinterested third party taking mutual instructions from the parties to a transaction for preparation of documentation to complete the parties' prior agreements.

The Escrow Agent is **NOT AN ATTORNEY** and **CANNOT ADVISE** the parties as to any legal, business regulations or tax consequences of any provision of any document and/or instrument set forth or prepared in connection with this transaction. The undersigned have read and understand each document to which we have affixed our signatures and have authorized and instructed Escrow Agent in the manner in which any blanks remaining in said form are to be completed.

The undersigned hereby certify that we have received a sufficient explanation from Escrow Agent as to any question we may have had pertaining to the Escrow Instruction(s) or the Escrow Agent's role in this transaction. We understand that the subject escrow shall close in accordance with the matters set forth in the Escrow Instructions we have executed.

The undersigned hereby acknowledge and agree to hold WFG National Title Insurance Company, its employees and agents, and designated underwriter, harmless from any loss or damage that may be suffered by Buyer by reason of Buyer's failure to comply with the provisions of the Foreign Investment in Real Property Tax Act.

It is expressly understood by the undersigned that the documents recorded in this transaction will be a matter of public record at the close of escrow, thereby disclosing transfer of title of the subject property.

DO NOT AFFIX YOUR SIGNATURES BELOW UNTIL YOU HAVE READ AND AGREED WITH THE MATTERS SET FORTH HEREIN. SHOULD YOU STILL HAVE QUESTIONS REGARDING ANY OF THE MATTERS RELATED TO THIS TRANSACTION, YOU ARE ADVISED TO SEEK THE ADVICE OF LEGAL COUNSEL.

Seller: Date: _____

Eustachius Bursey

Buyer: Date: _____

Precision Assets, LLC

By [Signature] Date: 4-12-19



PRELIMINARY REPORT APPROVAL

Escrow No: 19-274856
Buyer: Precision Assets, LLC
Seller: Eustachius Bursey
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110
Escrow Officer: Jenine Santos

To: WFG National Title Insurance Company, ("Escrow Agent")

The undersigned have received, read and approved that certain Preliminary Report of Title issued by WFG National Title Insurance Company under the above referenced escrow number, and dated March 19, 2019, a copy of which is attached hereto and made a part thereof.

I/We have specifically read and acknowledged the legal description, title vesting, and all items shown as exceptions in said report and the coverage afforded by the contemplated policy of title insurance to be issued at the close of escrow

The policy of title insurance to be issued shall be subject to Exception Numbers 1-8 of said preliminary report and subject to any new financing created herein, if applicable. All other exceptions listed in said report are to be eliminated. The undersigned parties know of no other matters pertaining to the condition of title other than as stated in the above referenced report.

Seller: Date: _____

Eustachius Bursey

Buyer: Date: _____

Precision Assets, LLC

By: _____ Date: 4-12-19



WFG National Title Insurance Company
a Williston Financial Group company

7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Phone (702) 777-8292 Fax

WFG National Title Insurance Company
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Attn: Jenine Santos

Date Prepared: April 8, 2019

PRELIMINARY REPORT

Order Number: **19-274856**
Escrow Officer: **Jenine Santos**
Phone: **(702) 777-8292**
Fax:
Email: **jenine.santos@wfgnationaltitle.com**

DATE: 4/12/19
RECEIVED BY: [Signature]

Seller(s): **Eustachius Bursey**
Buyer(s): **Precision Assets, LLC**

Property: **50 Sacramento Drive, Las Vegas, NV 89110**

WFG National Title Insurance Company, is prepared to issue a title insurance policy, as of the effective date and in the form and amount shown on Schedule A, subject to the conditions, stipulations and exclusions from coverage appearing in the policy form and subject to the exceptions shown on Schedule B. This report is preliminary to the issuance of a policy of title insurance issued by **WFG National Title Insurance Company**, and shall become null and void unless a policy is issued and the full premium paid.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit One attached. Copies of the Policy forms should be read. They are available from the office which issued this report. Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit One 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.

This report is for the exclusive use of the person to whom it is addressed. Title insurance is conditioned on recordation of satisfactory instruments that establish the interests of the parties to be insured; until such recordation, the Company may cancel or revise this report for any reason.

[Signature]

Tami Miramontes
Title Officer
tmiramontes@wfgnationaltitle.com

SCHEDULE A

1. The effective date of this preliminary title report is **8:00 A.M. on March 19, 2019.**

2. The policies and endorsements to be insured and the related charges are:

ALTA® HomeOwner's Policy (12-02-13)	Amount:	\$95,000.00
Proposed Insured: HCO Residential, LLC		

3. The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

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

John Dattala

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

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

EXHIBIT "A"

Lot Twenty-eight (28) in Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

Situate in the County of Clark, State of Nevada.

Assessor's Parcel No.: 140-31-817-043

SCHEDULE B

GENERAL EXCEPTIONS

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, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of 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. 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 aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor, material or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: If the ALTA Homeowners Policy and/or an ALTA Extended Loan Policy is requested by the insured, the Exceptions listed above as 1 through 6 will not be shown.

SPECIAL EXCEPTIONS

1. Water rights, claims or title to water, whether or not the matters excepted are shown by the public records.
2. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded April 27, 1914, as Book 3, Page 6413, of Official Records.
3. Easements and Dedications as indicated or delineated on the Plat of said subdivision on file in Book 7 of Plats, Page 5, of Official Records.
4. Covenants, conditions and restrictions and easements, if any, (but deleting any covenants, conditions, or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 3604 ©), in Declarations of Restrictions:

Recorded: April 19, 1962 in Book 355 as Instrument No. 286709 of Official Records.

Said instrument, which in part, contains or provides the following:

a) A provision that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value.

5. Taxes and charges, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:
Tax Year: 2019
Tax Type: County
Tax ID No.: 140-31-817-043

Taxing Entity:	Clark County Treasurer
Total Annual Tax:	\$463.43
First Installment:	\$117.66
First Installment Status:	Paid
First Installment Due/Paid Date:	August 20, 2018
First Installment Delinquent Date:	August 30, 2018
Second Installment:	\$115.85
Second Installment Status:	Paid
Second Installment Due/Paid Date:	October 1, 2018
Second Installment Delinquent Date:	October 11, 2018
Third Installment:	\$115.85
Third Installment Status:	Paid
Third Installment Due/Paid Date:	January 7, 2019
Third Installment Delinquent Date:	January 17, 2019
Fourth Installment:	\$115.85
Fourth Installment Status:	Paid
Fourth Installment Due/Paid Date:	March 4, 2019
Fourth Installment Delinquent Date:	March 14, 2019
Notes:	View Taxes

6. Any possible delinquent or outstanding municipal city liens or assessments for contract service provided to said land by reason of being located within the incorporated boundaries of Las Vegas, Nevada, which is subjects the same to its city charter and mandatory rules and regulations.
7. The herein described property lies within the boundaries of the Clark County Sanitation District, and is subject to any and all fees that may be due it.
8. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the Nevada Revised Statutes.
9. Deed of Trust and the terms and conditions thereof:

Grantor:	Eustachius Cornelius Bursey
Trustee:	John Dattala
Lender/Beneficiary:	John Dattala
Original Amount:	\$150,000.00
Dated:	June 3, 2018
Recorded:	August 2, 2018
Recording No.:	20180802-0002960
10. The rights of Eustachius Cornelius Bursey, in and to the within property, as disclosed by Deed of Trust, recorded on August 2, 2018, in Book 20180802-, Instrument 002960, of Official Records.
11. PROPER SHOWING as to the marital status of Eustachius Cornelius Bursey and, if married, RECORDATION of a proper instrument divesting the interest of the spouse.

NOTE: The right is reserved to make additional exceptions/requirements upon disclosure of the name(s) of the spouse of the proposed insured, if married.
12. PROPER SHOWING as to the marital status of John Dattala and, if married, RECORDATION of a proper instrument divesting the interest of the spouse.

NOTE: The right is reserved to make additional exceptions/requirements upon disclosure of the name(s) of the spouse of the proposed insured, if married.
13. The company requires for its review satisfactory copy of the Articles of Organization, the Operating Agreement and the regulations of HCO Residential LLC, a Limited Liability Company, any amendment thereof, a Certificate of Good Standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.

END OF SCHEDULE B

NOTES AND REQUIREMENTS

LENDER'S NOTE: There is located on said land a Single Family Residence purportedly known as 50 Sacramento Drive, Las Vegas, NV 89110

NOTE: The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 24 months of the effective date of this commitment:

None of Record

END OF NOTES AND REQUIREMENTS

Your Escrow Officer

Jenine Santos
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Phone: (702) 777-8292
Fax:
Email: jenine.santos@wfgnationaltitle.com

Your Title Officer

Tami Miramontes
330 S Rampart Blvd, Suite 350
Las Vegas, NV 89145
Phone: (702) 728-5295
Fax: (702) 875-4823
Email: tmiramontes@wfgnationaltitle.com

APN#: 140-31-817-043
Escrow No. 19-274856

**MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:**

PRECISION ASSETS, LLC, A NEVADA
CORPORATION
6700 PARADISE RD.
STE. A-1
LAS VEGAS, NV 89119

Inst #: 20201123-0001698
Fees: \$42.00
RPTT: \$0.00 Ex #: 003
11/23/2020 12:33:08 PM
Receipt #: 4301922
Requestor:
WFG National Title Compan
Recorded By: CHERIE Pgs: 7
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

Re-Record Grant Bargain Sale Deed to Correct Buyer's Vesting

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

APN#: 140-31-817-043
Escrow No. 19-274856

**MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:**

Precision Assets, LLC
6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

Inst #: 20190415-0002065
Fees: \$40.00
RPTT: \$484.50 Ex #:
04/15/2019 12:08:05 PM
Receipt #: 3683836
Requestor:
WFG NATIONAL TITLE COMPAN
Recorded By: GYOUNG Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

GRANT, BARGAIN, SALE DEED

R.P.T.T. \$484.50

THIS INDENTURE WITNESSETH: That

Eustachius C. Bursey, an unmarried individual

for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to

Precision Assets, LLC ~~a Nevada Limited Liability Company~~ *is A Nevada Corporation*

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 fiscal year 2018/19.
 2. Rights of way, reservations restrictions, easements and conditions of record.

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

WITNESS my hand this 12th day of April, 2019.

E. C. Bursey
Eustachius Bursey
Eustachius C Bursey

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 12th day of April, 2019 by Eustachius Bursey.

Jenine A. Santos
Notary Public for Nevada
My Commission Expires: 6/26/21

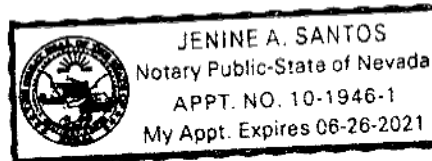


EXHIBIT "A"
LEGAL DESCRIPTION

Lot Twenty-eight (28) in Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

APN: 140-31-817-043

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number(s)

- a) 140-31-817-043
b) _____
c) _____
d) _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE
ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

<input type="checkbox"/>	<input type="checkbox"/> Other	_____
--------------------------	--------------------------------	-------

3. Total Value/Sales Price of Property:

\$95,000.00

Deed in Lieu of Foreclosure Only (value of property)

(_____)

Transfer Tax Value:

\$95,000.00

Real Property Transfer Tax Due:

\$484.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # N/A
b. Explain Reason for Exemption: N/A

5. Partial Interest: Percentage being transferred: 100 %

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

Signature E.C. Bursey

Capacity Grantor

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print

Name: EUSTACHIUS C. BURSEY

Address: 50 Sacramento Drive

City: Las Vegas

State: Nevada

Zip: 89110

Print

Precision Assets, LLC

Name: _____

Address: 6700 Paradise Rd., Ste. A-1

City: Las Vegas

State: Nevada

Zip: 89119

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer

Print Name: WFG National Title Insurance Company

Escrow #: 19-274856

Address: 7450 Arroyo Crossing Parkway, Suite 270

City: Las Vegas

State: NV

Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number(s)

a) 140-31-817-043

b) _____

c) _____

d) _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE
ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

☐ Other _____

3. Total Value/Sales Price of Property:

\$95,000.00

Deed in Lieu of Foreclosure Only (value of property)

()

Transfer Tax Value:

\$95,000.00

Real Property Transfer Tax Due:

\$484.50

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section #

N/A

b. Explain Reason for Exemption:

N/A

5. Partial Interest: Percentage being transferred: 100 %

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

Signature _____

Capacity Grantor

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print

Name: EUSTACHIUS C. BURSET

Print

Name:

Precision Assets, LLC

Address: 50 Sacramento Drive

Address: 6700 Paradise Rd., Ste. A-1

City: Las Vegas

City: Las Vegas

State: Nevada

Zip: 89110

State: Nevada

Zip: 89119

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer

Print Name: WFG National Title Insurance Company

Escrow #: 19-274856

Address: 7450 Arroyo Crossing Parkway, Suite 270

City: Las Vegas

State: NV

Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessors Parcel Number(s)

a) **140-31-817-043**

b) _____

c) _____

d) _____

2. Type of Property:

a) ☐ Vacant Land

b) ☒ Single Fam. Res.

c) ☐ Condo/Twnhse

d) ☐ 2-4 Plex

e) ☐ Apt. Bldg

f) ☐ Comm'l/Ind'l

g) ☐ Agricultural

h) ☐ Mobile Home

**FOR RECORDER'S OPTIONAL USE
ONLY**

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

☐ ☐ Other _____

3. Total Value/Sales Price of Property:

\$0.00

Deed in Lieu of Foreclosure Only (value of property)

(_____)

Transfer Tax Value:

\$0.00

Real Property Transfer Tax Due:

Exempt

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section # 3

b. Explain Reason for Exemption: **Re-Record GBSD Instr# 20190415-0002065 To Correct Buyer's Vesting**

5. Partial Interest: Percentage being transferred: 100 %

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

Signature _____

Capacity Escrow Officer

Signature _____

Capacity Grantee

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: **Eustachius C. Bursey**

Address: **50 Sacramento Drive**

City: **Las Vegas**

State: **Nevada**

Zip: **89110**

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: **Precision Assets, LLC, a Nevada Corporation**

Address: **6700 Paradise Rd., Ste. A-1**

City: **Las Vegas**

State: **Nevada**

Zip: **89119**

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

Print Name: **WFG National Title Insurance Company**

Escrow #: **19-274856**

Address: **7450 Arroyo Crossing Parkway, Suite 270**

City: **Las Vegas**

State: **NV**

Zip: **89113**

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

APN#: 140-31-817-043
Escrow No. 19-274856

MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:

PRECISION ASSETS A NEVEADA
CORPORATION
410 S. Rampart Blvd.
#390
LAS VEGAS, NV 89145

Inst #: 20210212-0002883
Fees: \$42.00
RPTT: \$0.00 Ex #: 003
02/12/2021 11:22:34 AM
Receipt #: 4402986
Requestor:
WFG National Title Compan
Recorded By: HAMMV Pgs: 9
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

Re-Record Grant Bargain Sale Deed to Correct Buyer's Vesting

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

APN#: 140-31-817-043
Escrow No. 19-274856

**MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:**

PRECISION ASSETS, /LLQ/ A NEVADA
CORPORATION
6700 PARADISE RD.
STE. A-1
LAS VEGAS, NV 89119

Inst #: 20201123-0001698
Fees: \$42.00
RPTT: \$0.00 Ex #: 003
11/23/2020 12:33:08 PM
Receipt #: 4301922
Requestor:
WFG National Title Compan
Recorded By: CHERIE Pgs: 7
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

Re-Record Grant Bargain Sale Deed to Correct Buyer's Vesting

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

APN#: 140-31-817-043
Escrow No. 19-274856

**MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:**

Precision Assets, LLC
6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

Inst #: 20190415-0002065
Fees: \$40.00
RPTT: \$484.50 Ex #:
04/15/2019 12:08:05 PM
Receipt #: 3683836
Requestor:
WFG NATIONAL TITLE COMPAN
Recorded By: GYOUNG Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

GRANT, BARGAIN, SALE DEED

R.P.T.T. \$484.50

THIS INDENTURE WITNESSETH: That

Eustachius C. Bursey, an unmarried individual

for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and
Convey to a Nevada Corporation

Precision Assets, LLC, a Nevada Limited Liability Company ~~is~~ is a Nevada Corporation

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 fiscal year 2018/19.
 2. Rights of way, reservations restrictions, easements and conditions of record.

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

WITNESS my hand this 12th day of April, 2019.

E. C. Bursey
Eustachius Bursey
Eustachius C Bursey

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me this 12th day of April, 2019 by Eustachius Bursey.

[Signature]
Notary Public for Nevada
My Commission Expires: 6/24/21

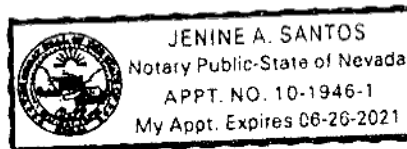


EXHIBIT "A"
LEGAL DESCRIPTION

Lot Twenty-eight (28) in Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

APN: 140-31-817-043

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number(s)

- a) 140-31-817-043
b) _____
c) _____
d) _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE
ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

<input type="checkbox"/> Other	
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3. Total Value/Sales Price of Property:

\$95,000.00

Deed in Lieu of Foreclosure Only (value of property)

()

Transfer Tax Value:

\$95,000.00

Real Property Transfer Tax Due:

\$484.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # N/A
b. Explain Reason for Exemption. N/A

5. Partial Interest: Percentage being transferred. 100 %

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

Signature E.C. Bursey

Capacity Grantor

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print

Name: EUSTOCHIUS C. BURSEY

Print

Precision Assets, LLC

Address: 50 Sacramento Drive

Address: 6700 Paradise Rd., Ste. A-1

City: Las Vegas

City: Las Vegas

State: Nevada

Zip: 89110

State: Nevada

Zip: 89119

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer

Print Name: WFG National Title Insurance Company

Escrow #: 19-274856

Address: 7450 Arroyo Crossing Parkway, Suite 270

City: Las Vegas

State: NV

Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number(s)

a) 140-31-817-043

b) _____

c) _____

d) _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE
ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

☐ Other _____

3. Total Value/Sales Price of Property:

\$95,000.00

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

\$95,000.00

Real Property Transfer Tax Due:

\$484.50

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090. Section #

b. Explain Reason for Exemption:

N/A

5. Partial Interest: Percentage being transferred: 100 %

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

Signature _____

Capacity Grantor

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print

Name EUSTACHIUS C. BURSEY

Print

Name Precision Assets, LLC

Address: 50 Sacramento Drive

Address: 6700 Paradise Rd., Ste. A-1

City: Las Vegas

City: Las Vegas

State: Nevada

Zip: 89110

State: Nevada

Zip: 89119

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer

Print Name: WFG National Title Insurance Company

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Address: 7450 Arroyo Crossing Parkway, Suite 270

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State: NV

Zip: 89113

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STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number(s)

- a) 140-31-817-043
b) _____
c) _____
d) _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE
ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

☐ ☐ Other _____

3. Total Value/Sales Price of Property:

\$0.00

Deed in Lieu of Foreclosure Only (value of property)

(_____)

Transfer Tax Value:

\$0.00

Real Property Transfer Tax Due:

Exempt

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # 3
b. Explain Reason for Exemption: **Re-Record GBSD Instr# 20190415-0002065 To Correct Buyer's Vesting**

5. Partial Interest: Percentage being transferred: 100 %

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

Signature _____

Capacity Escrow Officer

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Eustachius C. Bursey

Address: 50 Sacramento Drive

City: Las Vegas

State: Nevada Zip: 89110

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Precision Assets, LLC/ a Nevada Corporation

Address: 6700 Paradise Rd., Ste. A-1

City: Las Vegas

State: Nevada Zip: 89119

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

Print Name: WFG National Title Insurance Company

Escrow #: 19-274856

Address: 7450 Arroyo Crossing Parkway, Suite 270

City: Las Vegas

State: NV

Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessors Parcel Number(s)

- a) **140-31-817-043**
b) _____
c) _____
d) _____

2. Type of Property:

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

**FOR RECORDER'S OPTIONAL USE
ONLY**

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

☐ Other _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ _____
Transfer Tax Value: (_____)
Real Property Transfer Tax Due: \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # 3
b. Explain Reason for Exemption: **Re-Record Grant deed to Correct Buyer's Vesting**

5. Partial Interest: Percentage being transferred: 100 %

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

Signature _____

Capacity Agent _____

Signature _____

Capacity Grantee _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: **Eustachius C. Bursey**
Address: **50 Sacramento Drive**
City: **Las Vegas**
State: **Nevada** Zip: **89110**

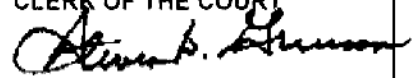
**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: **Precision Assets, a Nevada Corporation**
Address: **410 S. Rampart Blvd #390**
City: **Las Vegas**
State: **Nevada** Zip: **89145**

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

Print Name: **WFG National Title Insurance Company** Escrow #: **19-274856**
Address: **7450 Arroyo Crossing Parkway, Suite 270**
City: **Las Vegas** State: **NV** Zip: **89113**

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



1 **MSJ**

2 Zachary T. Ball (SBN 8364)
3 **THE BALL LAW GROUP LLC**
4 1935 Village Center Circle, Ste. 120
5 Las Vegas, Nevada 89134
6 Telephone: (702) 303-8600
7 Email: zball@balllawgroup.com
8 Attorney for *Precision Assets, as*
9 *Defendant, Counterclaimant and*
10 *Crossclaimant against Eustachius Bursey*

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 JOHN DATTALA;

10 Plaintiffs,

11 vs.

12 EUSTACHIUS C. BURSEY and
13 PRECISION ASSETS LLC, and ACRY
14 DEVELOPMENT LLC and LILLIAN
15 MEDINA and WFG NATIONAL TITLE
16 INSURANCE COMPANY and BONITA
17 SPENCER and JOHN DOES 1 through 5
18 inclusive and ROE CORPORATIONS 1
19 through X,

20 Defendants.

21 AND ALL RELATED MATTERS.

Case No.: A-19-794335-C

Dept. No.: 14

DEFENDANT /
COUNTERCLAIMANT PRECISION
ASSETS' MOTION FOR SUMMARY
JUDGMENT

HEARING REQUESTED

18 **DEFENDANT / COUNTERCLAIMANT PRECISION ASSETS'**
19 **MOTION FOR SUMMARY JUDGMENT**

20 Precision Assets (as Defendant, Counterclaimant and Crossclaimant against Eustachius
21 Bursey, hereinafter referred to as "Precision"), by and through its counsel of record, Zachary T. Ball
22 of THE BALL LAW GROUP, LLC, hereby files its Motion for Summary Judgment. This Motion
23 is based on the Nevada Rules of Civil Procedure, the pleadings and papers on file herein, and any
24 arguments as the Court may hear.

///

///

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

3 The crux of this action revolves around Dattala's dealings with Defendant Eustachius C.
4 Bursey ("Bursey") as to three parcels of real property. The Second Amended Complaint alleges
5 seven (7) claims for relief against various individuals, alleging that said parties have conspired with
6 Defendant Bursey to defraud Dattala as to these three separate parcels.

7 In the labyrinth of fanciful claims and allegations, Precision is not alleged to have defrauded
8 Dattala in any manner. In April 2019 and May 2019, Precision engaged in arms-length transactions
9 to purchase two of the three parcels of real property from Defendant Bursey. Precision had no
10 communications whatsoever with Defendant Bursey but was instead assigned the rights to the
11 purchase contracts from a third-party buyer. The two transactions were then conducted through
12 Defendant WFG National Title Insurance Company ("WFG"), a nationally known escrow and title
company.

13 After completing the two transactions at issue, title vested in Precision. Months later, Dattala
14 now claims that as a result of *other* defendants alleged fraudulently and tortious conduct against
15 Dattala, Precision's vested title to two parcels of real property is now somehow void. Nevada law,
16 however, has long recognized protections for innocent parties such as Precision in these types of
17 situations. Specifically, Precision is entitled to the protection of Nevada's *bona fide* purchaser
18 statutes. To invoke the protection of these statutes, Precision must demonstrate that: a) it paid
19 valuable consideration for the parcels of real property; and b) it had no actual, constructive, or any
reasonable cause to know of any defendants' alleged fraudulent actions against Dattala.

20 Applying law to fact, the weight of the evidence presented herein is overwhelming. There
21 can be no dispute Precision paid valuable consideration to purchase two parcels of real property
22 from Defendant Bursey. After Defendant Bursey demonstrated that he had valid title to the
23 properties, Precision agreed to assume the rights of two purchase contracts to purchase two
24 properties from Defendant Bursey. In so doing, two separate escrows were opened with WFG.
During both escrows, Defendant Bursey continuously provided documentation reflecting the valid
ownership of the properties at WFG's request.

1 Given that Precision did not discover any issues nor had any reason to discover any issues
2 with the two properties, Precision proceeded to purchase the two properties at fair market value. If
3 Precision knew or reasonably could have known that Defendant Bursey had somehow tricked or
4 deceived Dattala into selling properties, then Precision would not have willingly entered into the
5 transactions at issue. Dattala, who owns multiple homes, did not contact Precision (or any party)
6 before, during or immediately following the purchase transactions in question. Two notaries, whom
7 were not WFG employees and had never heard or spoken with Precision, testified at their depositions
8 that they were not aware nor witnesses any fraud or wrongdoing. Indeed, the two notaries testified
9 that Dattala appeared before them on several occasions to notarize his signature on multiple
documents.

10 Thus, *even if we assume that Dattala's allegations are true, there is no dispute that*
11 *Precision had no knowledge of the alleged fraud or forgery.* This is fatally defective to Plaintiff
12 Dattala's equitable claims against Precision.

13 Accordingly, the weight of the evidence presented herein carries the burden of proof and
14 persuasion to grant Precision's motion for summary judgment. Specifically, to grant summary
15 judgment to the quiet title and declaratory relief claims for two parcels of real property set forth
16 herein – 50 Sacramento and 59 Sacramento. In deciding whether to grant summary judgment on
17 these equitable claims, the court may consider general principles of equity in addition to the
18 substantive elements of each claim. *See generally, Shadow Wood Homeowners Ass'n v. New York*
19 *Cnty. Bancorp, Inc.*, 366 P.3d 1105 (2016) [beyond substantive legal issues, court to weight equities,
20 particularly the *bona fide* purchaser status of a defendant]. As a corollary, it is axiomatic that equity
21 abhors a forfeiture and will avoid an unjust windfall. *C.K. Smith & Co. v. Motiva Enters. LLC*, 269
F.3d 70, 77 (1st Cir. 2001); *Prudential Ins. Co. of Am. v. S.S. Am. Lancer*, 870 F.2d 867, 871 (2d
Cir.1989).

22 Here, in weighing the equities, there is not one scintilla of evidence that Precision had any
23 role in the fraudulent conduct at issue in this lawsuit. Indeed, Dattala *does not even allege* Precision
24 knew or should have known of the other parties' fraud, much less having engaged in such fraud. If
Precision's title to two distinct parcels of real property remains clouded during the pendency of this

1 litigation, Precision will be a “bystander” to the litigation solely due to its ownership of real property
2 if and until Dattala can prove its claims against the other defendants herein. Equity abhors a windfall,
3 and by keeping Precision in this lawsuit this Court will provide Dattala exactly that: holding an
4 innocent party’s property hostage due to Dattala’s “seller’s remorse” to Defendant Bursey.

5 However, if Precision’s motion for summary judgment is granted, Dattala is able to proceed
6 with his thirteen tort claims against the various other defendants in this case. If the other defendants
7 are ultimately held liable to Dattala, Precision’s assets and property cannot be held responsible.
8 Thus, combining the uncontroverted evidence with general principles of equity, Precision’s motion
9 for summary judgment should be granted as to the quiet title and declaratory relief claims and
counterclaims in this action.

10 **II. STATEMENT OF FACTS**

11 Precision holds title to two parcels of real property: 50 Sacramento Drive, Las Vegas, NV.
12 89110 and 59 Sacramento Drive, Las Vegas Nevada (“50 Sacramento” and “59 Sacramento,”
13 respectively). Dattala seeks Precision to transfer title of both properties to Dattala.

14 **A. 50 SACRAMENTO DRIVE.**

15 On or about June 5, 1992, Dattala obtained title to 50 Sacramento pursuant to a Grant,
16 Bargain and Sale Deed, recorded on July 30, 1992. **Exhibit 1** hereto. On June 3, 2018, Defendant
17 Bursey borrowed \$150,000.00 from Dattala to purchase 50 Sacramento, memorialized and secured
18 by a Deed of Trust recorded on August 2, 2018 against 50 Sacramento (“2018 Deed of Trust,”
Exhibit 2 hereto¹).

19 **1. Defendant Bursey Sells 50 Sacramento Drive.**

20 On April 1, 2019, HCO Residential, LLC (“HCO”) and Defendant Bursey entered into a
21 purchase contract for 50 Sacramento for \$95,500.00 (**Exhibit 3**, bates stamps Precision 0154-0157,
22 inclusive of all addendums thereto (*Id.*, bates stamps Precision0025, 0108-0109) (“50 Sacramento

23 ¹ The Court may take judicial notice of all publicly recorded documents in the Clark County Recorder’s Office. *See* NRS
24 47.130; *see also* *Niles v. National Default Servicing Corp.*, 126 Nev. 742, 367 P.3d 804 (2010) (unpub.) (citing *Lee v.*
City of Los Angeles, 250 F.3d 668, 689 (9th Cir. 2001) (“A court may take judicial notice of matters of public record”);
Brelant v. Preferred Equities Corp., 109 Nev. 842, 847, 858 P.2d 1258, 1261 (1993) (court may consider matters of
public record in ruling on a dispositive motion).

1 Purchase Contract"). Pursuant to the 50 Sacramento Purchase Contract, Defendant Bursey
2 represented and warranted that he was the only party in possession of the Property, and that there
3 were no other parties who claimed possession (*Id.* at Precision0155, Paragraph H(1)(c)).
4 Furthermore, the 50 Sacramento Purchase Contract expressly asserts that HCO did not rely upon
5 any representations of Defendant Bursey in entering into the transaction. *Id.* at Precision0157,
6 Paragraph J.

7 On April 5, 2019, the same parties, Dattala and Defendant Bursey, execute two additional
8 documents, with both documents recorded on April 8, 2019:

- 9 1. Dattala executes a Deed of Reconveyance relating to the 2018 Deed of Trust in full
10 (Exhibit 4 hereto); and
- 11 2. Dattala and Defendant Bursey execute a quit claim deed, transferring title in 50
12 Sacramento from Dattala to Bursey in exchange for payment of \$73,540.00. **Exhibit**
13 **5** hereto.

14 On April 7, 2019, Dattala executed a notarized affidavit of grantor, asserting that the quit
15 claim deed (**Exhibit 5**) was an arms-length transaction between Dattala and Defendant Bursey, a
16 valid transfer of ownership and that Dattala does not claim any further ownership to 50 Sacramento.
17 **Exhibit 6.** Documents relating to an escrow transaction are commonly executed outside of the
18 transaction, and when this occurs WFG requires an Affidavit of Grantor. **Exhibit 35, ¶5.**

19 **2. Precision Receives an Assignment of the HCO Contract to Purchase 50**
20 **Sacramento Drive.**

21 Precision is a real estate investment company. Precision has established multiple business
22 channels whereby it can obtain information about parcels of real property available for purchase. On
23 April 9, 2019, Precision received an email from a third party, "Equity Connect - Wholesale
24 Properties" ("Equity Connect") regarding 50 Sacramento. **Exhibit 30, ¶4, 6.** After completing a
satisfactory investigation, Precision agreed to be assigned the rights to the 50 Sacramento Purchase
Contract. (**Exhibit 3 and Exhibit 7**). As part of the assignment of the 50 Sacramento Purchase
Contract to Precision, HCO did not represent, warrant or advise Precision as to the state of title to
50 Sacramento (**Exhibit 7**, bate stamped PRECISION0090, first full paragraph).

1 On April 10, 2019, the escrow company confirmed receipt of \$5,000 from Precision. **Exhibit**
2 **8.** On April 12, 2019, Defendant Bursey, as seller, and Precision, as buyer, executed escrow
3 instructions (**Exhibit 9**, PRECISION0002-0005) and an amendment to the escrow instructions
4 (**Exhibit 9**, PRECISION0009) to fully perform the 50 Sacramento Purchase Contract.

5 On April 12, 2019, Defendant Bursey provided two notarized affidavits as follows:

- 6 1. Affidavit of No Mortgage or Deed of Trust – Defendant Bursey declares and certifies
7 that there are no encumbrances in the form of a mortgage or deed of trust against 50
8 Sacramento (**Exhibit 10**); and
- 9 2. Owner's Affidavit – Defendant Bursey declares and certifies that he has full
10 possession of the property and that any liens and/or encumbrances have been duly
11 disclosed to WFG (**Exhibit 11**);

12 On April 15, 2019, escrow confirmed receipt of \$106,675.61 from Precision. **Exhibit 12.**
13 Combined with the prior \$5,000 payment from Precision, Precision paid a total of \$111,675.61 to
14 complete the 50 Sacramento purchase transaction. On April 15, 2019, a Grant, Bargain and Sale
15 Deed was recorded from Defendant Bursey to Precision to complete the arms-length transaction.
16 **Exhibit 13.** On April 15, 2019, an owner's title insurance policy issued in favor of Precision, with
17 title vested in Precision. **Exhibit 14.** WFG issued this title insurance policy because during the
18 pendency of escrow, there was no indication whatsoever of any title defects or issues. On April 15,
19 2019, escrow closed. **Exhibit 26**². Prior to the close of escrow, Precision did not receive any
20 communications whatsoever from Dattala. **Exhibit 30, ¶18; Exhibit 35, ¶6.**

21 **3. Precisions Detailed Due Diligence Never Identified any Information Indicating**
22 **a Cloud on Title.**

23 During escrow for 50 Sacramento, Precision reviewed all escrow and title documents before
24 execution, and none of the documents reflected any defects or potential title issues with 50
Sacramento. Precision did not uncover or suspect any potential problems with 50 Sacramento before
or during escrow, and WFG did not have advise of any defects or issues. If Precision suspected any
such defects or issue, Precision would not have purchased 50 Sacramento. Indeed, Precision received

² **Exhibit 3-14, 26** relating to 50 Sacramento are authenticated through a WFG escrow officer (**Exhibit 35**) and/or
through a Precision employee (**Exhibit 30**).

1 full insurance policies affirming that there were no lien, title or interest defects with title to the
2 property. **Exhibit 30**, ¶¶5, 17, 18.

3 On April 18, 2019, Precision borrowed \$149,675.61 from Acry Development, LLC
4 (“ACRY”), secured by a Deed of Trust recorded against 50 Sacramento. **Exhibit 15**.

5 Furthermore, Defendant Spencer, the licensed notary who notarized Dattala and Defendant
6 Bursey’s signatures on **Exhibits 4 and 5**, testified that she had no knowledge of Precision nor had
7 any communications with them in any capacity. **Exhibit 29**, page 19, lines 4-14. PRECISION
8 DECLARATION. **Exhibit 30**. Defendant Spencer further testified that she personally witnessed
9 Dattala sign **Exhibits 4 and 5** in her presence. **Exhibit 29**, page 9, line 4 to page 10, line 2. Defendant
10 Spencer testified that she was not a WFG employee, instead it was Dattala or Bursey whom directly
11 contacted Ms. Spencer to notarize the documents, specifically **Exhibits 4 and 5**. **Exhibit 29**, page 5,
line 15 to page 6, line 4; page 16, line 20 to page 18, line 2.

12 **B. 59 Sacramento Drive.**

13 On or about November 14, 2008, Dattala obtained title to 59 Sacramento pursuant to a Grant,
14 Bargain and Sale Deed recorded on November 24, 2008. **Exhibit 16** hereto. On April 19, 2019, HCO
15 Residential, LLC (“HCO”) and Defendant Bursey entered into a purchase contract for 59
16 Sacramento for \$130,000.00 (**Exhibit 17**, bate stamps PRECISION0421-0426, inclusive of all
17 addendums thereto (*Id.*, bate stamps PRECISION0507-PRECISION0510) (“59 Sacramento
18 Purchase Contract”). Pursuant to the 59 Sacramento Purchase Contract, Defendant Bursey
19 represented and warranted to HCO that Bursey was the only party in possession of the Property, and
20 that there were no other parties who claimed possession (*Id.* at PRECISION0422, Paragraph
21 H(1)(c)). Furthermore, the 59 Sacramento Purchase Contract indicated that HCO did not rely upon
any representations of Defendant Bursey in entering into the transaction. *Id.* at PRECISION0424,
Paragraph J.

22 On April 22, 2019, a quit claim deed is recorded, whereby Dattala quitclaims 59 Sacramento
23 to Bursey in exchange for payment of \$79,091.00. **Exhibit 18**. On April 22, 2019, Dattala again
24 provides an executed, notarized affidavit of grantor asserting that the quit claim deed (**Exhibit 18**)
was, amongst other things, an arms-length transaction between Dattala and Defendant Bursey, a

1 valid transfer of ownership and that Dattala does not claim any further ownership to 59 Sacramento.
2 **Exhibit 19.** Documents relating to an escrow transaction are commonly executed outside of the
3 transaction, and when this occurs WFG requires an Affidavit of Grantor. **Exhibit 35, ¶9.**

4 **1. Precision Receives an Assignment of the HCO Contract to Purchase 59**
5 **Sacramento Drive.**

6 On April 22, 2019, Precision received another email from Equity Connect, providing
7 information about 59 Sacramento and its availability for purchase. **Exhibit 30, ¶12.** On April 30,
8 2019, Defendant Bursey provided two notarized affidavits as follows:

- 9 1. Affidavit of No Mortgage or Deed of Trust – – Defendant Bursey declares and
10 certifies that there are no encumbrances in the form of a mortgage or deed of trust
11 against 59 Sacramento (**Exhibit 20**); and
- 12 2. Owner's Affidavit – Defendant Bursey declares and certifies that he has full
13 possession of the property and that any liens and/or encumbrances have been duly
14 disclosed to the escrow company (**Exhibit 21**).

15 After completing a satisfactory investigation, Precision agreed to be assigned the rights to
16 the 59 Sacramento Purchase Contract. **Exhibit 22; Exhibit 30, ¶13.** As part of the assignment of the
17 59 Sacramento Purchase Contract to Precision, HCO did not represent, warrant or advise Precision
18 as to the state of title to 59 Sacramento (**Exhibit 17**, bate stamped PRECISION0512, first full
19 paragraph). On May 2, 2019, Defendant Bursey, as seller, and Precision, as buyer, executed escrow
20 instructions (**Exhibit 23**, PRECISION0305-0308), supplemental escrow instructions (*Id.* at
21 PRECISION0299-0300) and an amendment to the escrow instructions (*Id.* at PRECISION0312).
22 On May 2, 2019, escrow confirmed Precision paid \$148,366.94 to close the 59 Sacramento purchase
23 transaction. **Exhibit 24.** On May 2, 2019, a Grant, Bargain and Sale Deed was recorded from
24 Defendant Bursey to Precision. **Exhibit 25.**

On May 2, 2019, an owner's title insurance policy issued in favor of Precision, with title
vested in Precision. **Exhibit 28.** WFG issued this title insurance policy because during the pendency
of escrow, there was no indication whatsoever of any title defects or issues. **Exhibit 35, ¶10.** On

1 May 6, 2019, escrow closed. **Exhibit 27**³. Prior to the close of escrow, WFG and Precision did not
2 receive any communications whatsoever from Dattala. **Exhibit 30**, ¶18; **Exhibit 35**, ¶10.

3 **2. Precision's Detailed Due Diligence Never Identified any Information Indicating**
4 **a Cloud on Title.**

5 During escrow for 59 Sacramento, Precision reviewed all escrow and title documents before
6 execution, and none of the documents reflected any defects or potential title issues with 59
7 Sacramento. Precision did not uncover or suspect any potential problems with 59 Sacramento before
8 or during escrow, and WFG did not have advise of any defects or issues. If Precision suspected any
9 such defects or issue, Precision would not have purchased 59 Sacramento. Indeed, Precision received
10 full insurance policies affirming that there were no lien, title or interest defects with title to the
11 property. **Exhibit 30**, ¶¶5, 17, 18.

12 Defendant Medina, the licensed notary who notarized Dattala and Defendant Bursey's
13 signatures on **Exhibit 19**, testified that she recalls personally meeting with Dattala to obtain his
14 signature on **Exhibit 19**. **Exhibit 31**, page 25 to page 29, line 22; also see **Exhibit 32**. Ms. Medina
15 recalled Dattala signing the documents in question after reading the documents and did not witness
16 any duress or intoxication. **Exhibit 31**, page 67, lines 6-24. Ms. Medina testified that she has no
17 knowledge of Precision nor had any communications with Precision in any capacity. **Exhibit 31**,
18 page 61, lines 9-19.

19 **III. LAW AND ARGUMENT.**

20 "Summary judgment is appropriate . . . when the pleadings, depositions, answers to
21 interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that
22 no genuine issue of material fact exists, and that the moving party is entitled to judgment as a matter
23 of law." *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031 (Nev. 2005). "While the pleadings and other
24 evidence must be construed in the light most favorable to the nonmoving party, that party has the
burden to 'do more than simply show that there is some metaphysical doubt' as to the operative facts
to defeat a motion for summary judgment." *Id.* at 1031 (quoting *Matsushita Elec. Indus. Co. v. Zenith*

³ **Exhibit 17-28**, excluding **Exhibit 26**, relating to 59 Sacramento are authenticated through a
WFG escrow officer (**Exhibit 35**) and/or through a Precision employee (**Exhibit 30**).

1 *Radio*, 475 U.S. 574, 586 (1986)). The governing law determines which “factual disputes are
2 material and will preclude summary judgment; other factual disputes are irrelevant.” *Id.*
3 Accordingly, Nevada courts follow the federal summary judgment standard, not the “slightest
4 doubt” standard previously applicable before *Wood*. *Id.* at 1031, 1037.

5 Based on this standard, this Court can grant summary judgment in favor of Precision as to
6 the quiet title and declaratory relief claims asserted in the SAC’s first and second claims for relief,
7 respectively, and Precision’s counterclaims against Dattala.

8 **A. PRECISION IS A BONA FIDE PURCHASER OF 50 SACRAMENTO AND 59
9 SACRAMENTO.**

10 In a quiet title action, “the burden of proof rests with the plaintiff to prove good title in
11 himself. Moreover, there is a presumption in favor of the record titleholder.” *Brelant v. Preferred*
12 *Equities Corp.*, *supra*, 112 Nev. at 669, 918 P.2d at 318. This is because Nevada is a “race-notice”
13 state, establishing that priority of title to real property vests in the party that records first and without
14 notice of prior claims on the same property. *Buhecker v. R.B. Petersen & Sons Const. Co., Inc.*, 112
15 Nev. 1498, 1500, 929 P.2d 937, 936 (1996); *also see* N.R.S. §111.315, §111.320. Furthermore:

16 Any purchaser who purchases an estate or interest in any real property
17 in good faith and for valuable consideration and *who does not have*
18 *actual knowledge, constructive notice of, or reasonable cause to know*
19 *that there exists a defect in, or adverse rights, title or interest to, the*
20 *real property* is a *bona fide* purchaser.

21 NRS 111.180(1) (emphasis added); *see also* *Bailey v. Butner*, 176 P.2d 226, 234 (Nev. 1947). In
22 order to demonstrate it is a *bona fide* purchaser as a matter of law, Precision need only show that:
23 (1) that it purchased the properties for “valuable consideration”; and (2) without notice of a
24 competing or a superior interest in the property. *Berge v. Fredericks*, 95 Nev. 183, 591 P.2d 246
(1979). On this issue, “[Nevada] decisions are uniform that the *bona fide* purchaser of a legal title is
not affected by any latent equity founded either on a trust, [e]ncumbrance, or otherwise, of which he
has no notice, actual or constructive.” *Moore v. De Bernardi*, 220 P. 544, 547 (Nev. 1923).

Accordingly, based on the evidence presented before it, this Court can adjudge and decree
that Precision is a *bona fide* purchaser of the 50 Sacramento and 59 Sacramento properties and
therefore entitled to summary judgment on all equitable claims between Precision and Dattala.

1 **B. PRECISION PAID VALUABLE CONSIDERATION FOR BOTH 50 SACRAMENTO**
2 **AND 59 SACRAMENTO.**

3 Under Nevada law, “valuable consideration” in this context is when a purchaser, in exchange
4 for consideration, acquires an interest from the record owner in real property. *Berge v. Fredericks*,
5 *supra*, 95 Nev. at 187. In *Berge*, the Nevada Supreme Court held that even marriage can be
6 considered valuable consideration as long as it was present consideration and not past consideration.
7 Id.

8 Here, as to 50 Sacramento, Precision was assigned the rights to the 50 Sacramento Purchase
9 Contract on or about April 9, 2019 (**Exhibits 3, 7**). On or about April 10, 2019, Precision wrote a
10 check to WFG for \$5,000.00, and the escrow company confirmed receipt. **Exhibit 8**. On April 15,
11 2019, escrow confirmed receipt of \$106,675.61 via wire from Precision. **Exhibit 12**. Precision thus
12 paid a total of \$111,675.61 to complete the 50 Sacramento purchase transaction. The purchase price
13 was \$95,500.00 (**Exhibit 3**).

14 As to 59 Sacramento, Precisions was assigned the rights to the 59 Sacramento Purchase
15 Contract on or about April 30, 2019. (**Exhibits 17, 22**). On May 2, 2019, escrow confirmed Precision
16 paid \$148,366.94 to close the 59 Sacramento purchase transaction. **Exhibit 24**. The purchase price
17 was \$130,000.00 (**Exhibit 17**).

18 A WFG escrow officer and a Precision employee have also authenticated the monies paid by
19 Precision to purchase 50 Sacramento and 59 Sacramento (**Exhibits 30, 35**). Accordingly, for both
20 50 Sacramento and 59 Sacramento, the evidence is undisputed that Precision paid and/or tendered
21 present, valuable consideration in exchange for title to the two properties.

22 This Court can therefore conclude that Precision has carried its burden on summary judgment
23 to prove that it has satisfied the first element as a *bona fide* purchaser of 50 Sacramento and 59
24 Sacramento.

25 **C. PRECISION DID NOT HAVE ANY ACTUAL, CONSTRUCTIVE OR**
26 **REASONABLE CAUSE TO KNOW OF THE ALLEGED FRAUD OR DATTALA’S**
27 **INTERESTS IN THE PROPERTIES PRIOR TO RECEIVING TITLE TO 50**
28 **SACRAMENTO AND 59 SACRAMENTO.**

29 As to the second element, Precision must only show that legal title to 50 Sacramento or 59
30 Sacramento properties was vested in its name prior to any notice of Dattala’s rights and/or title to

1 the properties. *See Berge v. Fredericks, supra*, 95 Nev. at 188. In this context, a prior conveyance
2 will not be deemed fraudulent against a party who can show it did not have “actual knowledge,
3 constructive notice or reasonable cause to know of the fraud intended.” NRS §111.180(2). Here, the
4 evidence demonstrates that Precision had no knowledge and was not aware of any circumstances
5 where Precision should be imputed with knowledge of the alleged fraud and/or misconduct allegedly
6 perpetrated by the other defendants against Dattala.

7 **1. Dattala’s “Red Flags” are Red Herrings as to Precision’s Purported Notice.**

8 Precision previously sought summary judgment based upon its standing as a *bona fide*
9 purchaser, to which Dattala responded with a variety of “Red Flags” that Dattala alleges should have
10 put Precision on notice of the Bursey’s forgery and fraudulent inducement. *See* Plaintiff’s Reply to
11 Opposition to Motion to File Second Amended Complaint and Opposition to Counterclaim for
12 Summary Judgment (“Reply”), pages 6 – 10, filed on January 7, 2021. In light of discovery, and
13 particularly the expert opinions set forth in this matter, Dattala’s “Red Flags” are revealed to be the
14 red herrings that they actually are in this matter.

15 Dattala conflates a variety of references to Dattala in various documents as an indicator that
16 Dattala was being defrauded. However, upon closer examination, none of these “Red Flags” indicate
17 Bursey was perpetuating a fraud except in hindsight and with the benefit of additional information;
18 information which could not have been available to Precision at the time of the transactions. Thus,
19 Precision is a *bona fide* purchaser, subject to the protections which that status entails.

20 Dattala’s primary “Red Flag” is the timing of Precision’s purchase of the “Assignment of
21 Contract” from non-party HCO Residential. *See* Reply page 6. Dattala attempts to infer that, due to
22 the Assignment of contract being entered into before Bursey became an owner of the 50 Sacramento
23 property, that Precision was under some heightened requirement for investigating the transfer of
24 Sacramento from Dattala to Bursey. This distracts from the status of title; at the time of the purchase
by Precision, Bursey was the owner of both the 50 and 59 Sacramento Properties. *See Exhibit 13,*
Exhibit 25, Exhibit 5 and Exhibit 18.

Furthermore, both of the “Assignment of Contract” agreements are with non-party HCO
Residential, not with Bursey or Dattala. *See Exhibit 3 and Exhibit 17.* Dattala does not allege any

1 fraud claims against non-party HCO Residential, or even include HCO Residential in this litigation.
2 This omission is indicative of the minimal weight Dattala can place on this alleged “Red Flag,” HCO
3 Residential’s involvement, and the underlying agreements between HCO Residential and Precision
4 are so remote from Bursey that Dattala did not even involved HCO Residential in this matter The
5 fact that the 50 and 59 Sacramento properties were in Bursey’s name prior to Precision purchasing
6 both is reasonable in light of the existence of “flippers” in the real estate market in general, and Las
7 Vegas in particular. Dattala seeks to infer that Precision should have conducted additional research
8 into Dattala’s ownership of the Property, disregarding the recorded documents at the time of the
9 purchase from Bursey, which indicated that title to the 50 and 59 Sacramento had transferred, albeit
recently, from Dattala to Bursey.

10 In a related vein, Dattala also references the Preliminary Title Reports received from
11 defendant WFG National Title Insurance Company (“WFG”), one of which contains a reference to
12 the 50 Sacramento Property being vested in Bursey (prior to the recordation of April 8, 2019 deed)
13 and the Preliminary Title Reports for both the 50 and 59 Sacramento properties showing sewer and
14 tax records in Dattala’s name. **Exhibit 33** and **Exhibit 34** (p. 82, ll. 3-9). This is another diversion
15 from the relevant information, the recorded documents. Any error in either Preliminary Title Reports
16 can only further substantiate Precisions’ *bona fide* purchaser status, as it fails to provide notice to
17 Precision of any conflicting interests. However, Dattala also fails to account for the Amended
18 Preliminary Title Reports, which address the issues with the Preliminary Title Reports after Bursey
19 recorded the relevant deeds. See **Exhibit 36**. The Amendment to the Preliminary Title Reports
20 address Dattala then references several more “Red Flags” ancillary to the issues with the Preliminary
21 Title Reports, regarding trash and tax accounts remaining in Dattala’s name. The outstanding taxes
22 and trash liens were disclosed as a component of the Preliminary Title Reports; the fact that these
23 liens were in Dattala’s name, as a prior owner, is not surprising or a reason for further investigation
24 by Precision, which was seeking to purchase the 50 and 59 Sacramento properties from an interim
buyer, pursuant to the Assignments of Contracts Precision entered into with HCO Residential.
Unpaid obligations would necessarily be in the name of the prior owners; if the prior owners were

1 in financial difficulty, it would only be reasonable that there were liens in the prior owner's name,
2 and the prior owners would be seeking to unload the properties.

3 The purported "Red Flag" of the existence of a tenant is clear red herring, the existence of a
4 tenant, or personal property in a home, is in no way surprising. A property being rented would not
5 place Precision on notice of any fraud by Bursey, nor would the presence of personal property,
6 purportedly Dattala's, be cause for concern. Personal property is often left in former residences,
7 sometime extensive amounts. Both of these "Red Flags" are nothing more than Dattala seeking to
8 retroactively create reason why Precision should have investigated Bursey, even when Dattala did
9 not.

10 Finally, Dattala's supposed "Red Flags" as to documents having been signed by "Precision
11 Assets, LLC" seems to concern Dattala's prior arguments that the transfer of 50 and 59 Sacramento
12 are void because of the non-existence of Precision Assets, LLC; this issue was already addressed by
13 this Court in response to Dattala's Motion for Contempt and Sanctions and need not be repeated
14 here. To the extent that Dattala reasserts that the signing of documents by "Precision Assets, LLC"
15 is somehow fraudulent or an indicator of knowledge of Bursey's actions, Precision opposes same,
16 as such appear to be completely irrelevant and only set forth to confuse the underlying issues.

17 **2. Precision Had No Constructive Notice of Any Possible Issue with the title to 50**
18 **Sacramento.**

19 As to constructive notice, the recorded documents (**Exhibits 4 and 5**) appeared legitimate
20 on its face. For example, **Exhibit 5** showed that when Dattala transferred title to the properties to
21 Defendant Bursey, *valuable consideration* was paid (See **Exhibit 5**, \$73,540.00 paid to Dattala in
22 exchange for quit claim deed on 50 Sacramento). On June 3, 2018, Defendant Bursey borrowed
23 \$150,000.00 from Dattala to purchase 50 Sacramento, memorialized and secured by the 2018 Deed
24 of Trust. **Exhibit 2**. Dattala does not allege the 2018 Deed of Trust was a forgery or fraud, and thus
there was no reason to believe that the facially valid **Exhibits 4 and 5**, also between Dattala and
Bursey, would also be fraudulent in some manner.

In addition to these publicly recorded documents, Dattala and Defendant Bursey presented
Precision, during escrow, with notarized affidavits to convince Precision that title to these properties

1 were free and clear of any competing interests. On April 7, 2019, Dattala executed a notarized
2 affidavit asserting that the quit claim deed (**Exhibit 5**) was an arms-length transaction between
3 Dattala and Defendant Bursey, a valid transfer of ownership and that Dattala does not claim any
4 further ownership to 50 Sacramento. **Exhibit 6**. Dattala does not allege his signature was forged or
5 fraudulently induced on **Exhibit 6**, and this document *affirmed* the fact that Dattala transferred title
6 in 50 Sacramento to Defendant Bursey. This is consistent with Ms. Spencer testified that she
7 personally witnessed Dattala sign **Exhibits 4 and 5** in her presence. **Exhibit 29**, page 9, line 4 to
8 page 10, line 2. On April 12, 2019, Defendant Bursey provided two additional notarized affidavits,
9 asserting that: a) there are no encumbrances in the form of a mortgage or deed of trust against 50
10 Sacramento (**Exhibit 10**); and b) Defendant Bursey has full possession of the property and that any
11 liens and/or encumbrances have been duly disclosed to WFG (**Exhibit 11**).

12 Thus, there is no evidence of any existing document that would have placed Precision on
13 constructive notice of any alleged fraud or other misconduct. Precision had no contact with
14 Defendant Bursey during the escrow transaction and was unaware of Dattala's existence. **Exhibit**
15 **30**, ¶¶17-18. Prior to the close of escrow, WFG did not receive any communications whatsoever
16 from Dattala. **Exhibit 35**, ¶6. Based on this evidence, this Court can conclude that Precision had no
17 actual notice, constructive notice or reasonable cause to be aware of any of the alleged fraud Dattala
18 asserted in this action.

19 **3. Precision's Investigation Did Not Identify any Basis to Question Clear Title in**
20 **59 Sacramento.**

21 As to 59 Sacramento, the evidence is even more glaring that Precision lacked actual notice,
22 constructive notice or reasonable cause to be aware of any of the alleged fraud Dattala has asserted
23 in this action. Dattala alleges that although he signed the 59 Sacramento quit claim deed (**Exhibit**
24 **18**), notarized on April 19, 2019, that Defendant Bursey fraudulently induced his signature. Second
Amended Complaint ¶¶43. Dattala alleges that either Defendant Bursey or Defendant Medina forged
his signature on the affidavit of grantor (**Exhibit 19**). Second Amended Complaint ¶¶30-31. Dattala
alleges multiple issues with Defendant Medina's notary journal relating to **Exhibit 19**, in that the

1 entries thereto did not reflect Dattala or Defendant Bursey's signature. Second Amended Complaint
2 ¶¶32-39.

3 Here, the evidence demonstrates that Precision had no knowledge of the alleged fraudulent
4 inducement (**Exhibit 18**) or alleged forgery (**Exhibit 19**). On April 22, 2019, Precision received
5 another email from Equity Connect, providing information about 59 Sacramento. **Exhibit 30**, ¶12.
6 After completing a satisfactory investigation, Precision agreed to be assigned the rights to the 59
7 Sacramento Purchase Contract. **Exhibit 22; Exhibit 30**, ¶13. During escrow for 59 Sacramento,
8 Precision reviewed all escrow and title documents before execution, and none of the documents
9 reflected any defects or potential title issues with 59 Sacramento. Precision did not uncover or
10 suspect any potential problems with 59 Sacramento before or during escrow, and WFG did not have
11 advise of any defects or issues. If Precision suspected any such defects or issue, Precision would not
12 have purchased 59 Sacramento. Indeed, Precision received full insurance policies affirming that
there were no lien, title or interest defects with title to the property. **Exhibit 30**, ¶¶5, 17, 18.

13 Furthermore, prior to the close of escrow, WFG and Precision did not receive any
14 communications whatsoever from Dattala. **Exhibit 35**, ¶10. HCO did not represent, warrant or
15 advise Precision of any issues with the state of title to 59 Sacramento (**Exhibit 17**, bate stamped
16 PRECISION0512, first full paragraph). Precision had no communications with Dattala, Defendant
17 Bursey in any manner. **Exhibit 30**, ¶17-18. Again, if Precision knew or suspected any issues with
18 the property, Precision would simply not have purchased the property to begin with. **Exhibit 30**, ¶5.
19 Instead of having any reasonable suspicions of any defects or issues, on May 2, 2019, an owner's
20 title insurance policy issued in favor of Precision, with title vested in Precision. **Exhibit 28**. WFG
issued this title insurance policy because during the pendency of escrow, there was no indication
whatsoever of any title defects or issues. **Exhibit 35**, ¶10.

21 Kim Muhammad, who notarized Dattala's signature on **Exhibit 18**, is not a defendant in this
22 action. There is no evidence that Ms. Muhammad witnessed any of the alleged wrongdoing claimed
23 by Dattala. Furthermore, Defendant Medina, the licensed notary who notarized Dattala and
24 Defendant Bursey's signatures on **Exhibit 19**, testified that she recalls personally meeting with
Dattala on April 29, 2019 to obtain his signature on **Exhibit 19**. **Exhibit 31**, page 25 to page 29, line

1 22. Ms. Medina recalled Dattala signing the documents in question after reading the documents and
2 did not witness any duress or intoxication. **Exhibit 31**, page 67, lines 6-24. In addition to deposition
3 testimony in **Exhibit 31**, Defendant Medina further provided a written declaration in September
4 2019 attesting to meeting Dattala and obtaining his signature on **Exhibit 19**. Defendant Medina
5 never indicated that in meeting with Dattala or Defendant Bursey that she noticed any wrongdoing
6 or that Dattala did not sign his name onto **Exhibit 19**.

7 The only communication Ms. Medina had with persons other than Dattala and Defendant
8 Bursey prior to 59 Sacramento closing on May 6, 2019, was hand-delivering the notarized
9 documents to WFG on April 29, 2019 to complete her assignment. **Exhibit 31**, page 59, lines 15-
10 24. Defendant Medina further testified that she has no knowledge of Precision nor had any
11 communications with Precision in any capacity. **Exhibit 31**, page 61, lines 9-19. This evidence is
12 consistent with the fact that Precision was never informed by WFG or any other persons of issues
13 with title to 50 or 59 Sacramento.

14 **4. Precision Had No Constructive Notice of Any Possible Issue with the title to 59**
15 **Sacramento.**

16 As to constructive notice, the documents in question (**Exhibits 18 and 19**) appeared
17 legitimate on their face. For example, **Exhibit 18** showed that when Dattala transferred title to the
18 properties to Defendant Bursey, *valuable consideration* was paid (See **Exhibit 18**, \$79,091.00 paid
19 to Dattala in exchange for quit claim deed on 59 Sacramento). Again, Dattala does not even allege
20 the notary on **Exhibit 18** engaged in any wrongful conduct nor is there evidence that 59
21 Sacramento's chain of title contained any document that would give Precision constructive notice
22 of any wrongdoing relating to **Exhibit 18**. In addition to these publicly recorded documents,
23 Defendant Bursey presented Precision, during escrow, with notarized affidavits to convince
24 Precision that title to these properties were free and clear of any competing interests. See **Exhibit**
20 (Affidavit of No Mortgage or Deed of Trust, declaring and certifying that there are no
encumbrances in the form of a mortgage or deed of trust against 59 Sacramento; and **Exhibit 21**
(Owner's Affidavit – Defendant Bursey declares and certifies that he has full possession of the
property and that any liens and/or encumbrances have been duly disclosed to the escrow company).

1 Thus, the evidence shows that Precision did not and could not have reasonably been expected
2 to have notice of Dattala's interests in either the 50 or 59 Sacramento properties, much less notice
3 of any *fraudulent* actions. Accordingly, Precision can be deemed an innocent *bona fide* purchaser of
4 both 50 Sacramento and 59 Sacramento.

5 **5. Precision Based its Purchases on Valid Public Records.**

6 Lastly, a party such as Precision can satisfy notice inquiry by showing that it relied on the
7 public records to ensure that title to the property was not at issue. *See for example Snow v. Pioneer*
8 *Title Ins. Co.*, 84 Nev. 480, 484, 444 P.2d 125, 127 (1968) (citing NRS 247.150, Nevada law that
9 imparts notice of property interests via grantor / grantee indexes). Here, WFG obtained preliminary
10 title reports and public records relating to both 50 Sacramento and 59 Sacramento. **Exhibit 33.**
11 However the public records did not uncover any title defects or potential issues with title.
12 Accordingly, it was impossible for Precision to seek out and obtain notice of Dattala's interests in
the properties, much less obtain notice of any malfeasance by other parties.

13 **D. PRECISION IS ENTITLED TO SUMMARY JUDGMENT AS TO ALL CLAIMS
AGAINST BURSEY**

14 Precision has cross-claimed against Bursey for breach of contract, unjust enrichment, and
15 fraud concerning both the 50 and 59 Sacramento properties. Bursey has neither answered nor
16 addressed the claims against him by any pleading. To the extent that Bursey has been unable to
17 transfer either 50 or 59 Sacramento properties due to the claims of Dattala, then Bursey has been
18 unjustly enriched by the payments for both the 50 and 59 Sacramento properties. Likewise, to the
19 extent that Bursey signed multiple agreements regarding the transfer of the 50 and 59 Sacramento
20 properties, Bursey committed fraud, and breached the associated contracts, by making
21 representations regarding the ability to transfer an unencumbered interest to Precision. As set forth
22 above, while Precision is a *bona fide* purchaser for value, such that it should be permitted to retain
23 its ownership of the 50 and 59 Sacramento properties, to the extent that Precision has had to engage
24 in the current litigation due to the actions of Bursey, these claims are not alternative claims. Should
the Court grant Precision's Motion, it will simply reduce the damages sustained by Precision, and
will not moot the claims. Should the Court grant the transfer of the 50 and/or 59 Sacramento

1 properties to Dattala, then Precisions damages will be much more significant, i.e. the value of the
2 properties. However, at this juncture, Precision only seeks judgment being granted in its favor at this
3 time, with damages to be granted at a latter point.

4 **IV. CONCLUSION**

5 Based on the uncontroverted evidence and matters produced in discovery, Precision is a *bona*
6 *fide* purchaser as a matter of Nevada law. Accordingly, judgment can be entered in Precision's favor
7 as to the quiet title and declaratory relief claims Dattala has alleged against it and in favor of
8 Precision as to Precision's counterclaims. Precision, therefore, requests that the Motion for Summary
9 Judgment be granted as to the quiet title and declaratory relief claims set forth in the Second
10 Amended Complaint and in the counterclaim.

11 DATED this 23rd day of August, 2021.

THE BALL LAW GROUP

12 /s/ Zachary T. Ball, Esq.
13 Zachary T. Ball, Esq.
14 Nevada Bar No. 8364
15 1935 Village Center Circle, Ste. 120
16 Las Vegas, Nevada 89134
17 Attorney for *Precision Assets, as*
18 *Defendant, Counterclaimant and*
19 *Crossclaimant against Eustachius Bursey*
20
21
22
23
24

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that the foregoing **DEFENDANT / COUNTERCLAIMANT**
3 **PRECISION ASSETS' MOTION FOR SUMMARY JUDGMENT** was electronically filed
4 with the Eighth Judicial District Court on the 23rd day of August, 2021. Electronic service of
5 the foregoing document shall be sent by the Court via email to the addresses furnished by the
6 registered user(s) pursuant to N.E.F.C.R. 9(b) and 13(c) and as shown below:

7 LaShanda Satterwhite lrsatterwhite@ww.law

8 Eservice Irvine wiznet@wolfewyman.com

9 Evelyn Pastor empastor@ww.law

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Eustacius Bursey ebursey87@icloud.com

/s/ Zachary T. Ball, Esq.

An Employee of the Ball Law Group

Exhibit List

Exhibit #	Description	Pages
1	50 Sacramento Grant, Bargain and Sale Deed	2
2	50 Sacramento 2018 Deed of Trust	19
3	Purchase Contract for 50 Sacramento	10
4	Deed of Reconveyance relating to the 2018 Deed of Trust	4
5	50 Sacramento Quit Claim Deed	7
6	Affidavit of Grantor	2
7	Assignment of Contract	3
8	Receipt for \$5,000.00	3
9	50 Sacramento Escrow Instructions	5
10	Affidavit of No Mortgage or Deed of Trust	2
11	Owner's Affidavit	3
12	Receipt for \$106,675.61	3
13	Grant, Bargain and Sale Deed	4
14	Title Insurance Policy	13
15	ACRY Deed of Trust 50 Sacramento	13
16	59 Sacramento Grant, Bargain and Sale Deed	7
17	Purchase Contract for 59 Sacramento	11
18	59 Sacramento Quit Claim Deed	7
19	Affidavit of Grantor	2
20	Affidavit of No Mortgage or Deed of Trust	2
21	Owner's Affidavit	3
22	Assignment of Contract	3

1	23	59 Sacramento Escrow Instructions	8
2	24	Receipt for \$148,366.94	3
3	25	Grant, Bargain and Sale Deed	4
4	26	Proof of Escrow close 50 Sacramento	2
5	27	Proof of Escrow close 59 Sacramento	2
6	28	Title Policy	15
7	29	Spencer deposition	13
8	30	Cody Raynoha Declaration	5
9	31	Medina Deposition	47
10	32	Medina Affidavit	3
11	33	50 Sacramento Preliminary Title Report	12
12	34	Deposition testimony of Dawn Weller	222
13	35	WFG Declaration	5
14	36	59 Sacramento Preliminary Title Report	
15			
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20			
21			
22			
23			
24			

EXHIBIT “1”

EXHIBIT “1”

AM: R. P. T. S.

9 2 0 7 3 0 0 1 2 9 5
GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That IRMA KAROLINA McGRATH and
Susan Loesch Christensen who acquired title as Susan Loesch
FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain,
Sell and Convey to John Dattala

all that real property situated in the City of Las Vegas County of Clark

State of Nevada, bounded and described as follows:

Lot Twenty-eight (28) Block Two (2), Meadow Homes Unit No. 1
As shown by map thereof on file in Book Seven (7) of Plats, Page
Five (5) in the office of the County Recorder of Clark County,
Nevada, commonly known as ~~50~~ 50 Sacramento Drive, Las Vegas,
Nevada 89110.

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

Witness hand this 5 day of June, 1992

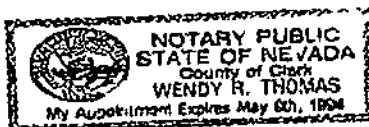
STATE OF NEVADA }
COUNTY OF CLARK } SS.

On June 5, 1992
personally appeared before me, a Notary Public, IRMA KAROLINA McGRATH
Susan Loesch Christensen

who acknowledged that They executed the above
instrument.

Signature Wendy R. Thomas
(Notary Public)

(Notarial Seal)



ESCROW NO. John DATTALA
ORDER NO. 50 SACRAMENTO DR
WHEN RECORDED MAIL TO: LAS VEGAS, NV

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
I MCGRATH
07-30-92 12:30 NA1 1
BOOK: 920730 INST: 01295
FEE: 5.00 RPTT: PRECISION 0229

260-462-000

EXHIBIT “2”

EXHIBIT “2”

Inst #: 20180802-0002960
Fees: \$40.00
08/02/2018 03:15:30 PM
Receipt #: 3471751
Requestor:
JOHN DATTALA
Recorded By: KVHC Pgs: 17
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 14031817043

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/owner.aspx>)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

DEED OF TRUST

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:
JOHN DATTALA

RETURN TO: Name JOHN DATTALA
Address 43 RONALD LANE
City/State/Zip LAS VEGAS, NEVADA 89110

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)
Name EUSTACHIUS CORNELIUS BURSEY
Address 50 SACRAMENTO DRIVE
City/State/Zip LAS VEGAS, NEVADA 89110

This page provides additional information required by NRS 111.312 Sections 1-2.
To print this document properly, do not use page scaling.
P:\Common\Forms & Notices\Cover Page Template Oct2017

After Recording Return To

JOHN DATTALA

43 RONALD LANE

LAS VEGAS, NEVADA

89110

_____[Space Above This Line For Recording Data]_____

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated JUNE 03, 2018, together with all Riders to this document.
- (B) "Borrower" is EUSTACHIUS CORNELIUS BURSEY. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is JOHN DATTALA. Lender is a NATURAL-BORN CITIZEN OF THE UNITED STATES organized and existing under the laws of THE STATE OF NEVADA. Lender's address is 43 RONALD LANE, LAS VEGAS, NEVADA, 89110. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is JOHN DATTALA.
- (E) "Note" means the promissory note signed by Borrower and dated JUNE 03, 2018. The Note states that Borrower owes Lender ONE HUNDRED-FIFTY THOUSAND Dollars (U.S. \$ 150,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 03, 2033.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Other(s) [specify] <u>N/A</u> |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

PRECISION0048

Dattala Writ

Petitioner's Appendix

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(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of CLARK

COUNTY of CLARK
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

which currently has the address of 50 SACRAMENTO DRIVE
[Street]
LAS VEGAS, Nevada 89110 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in

the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice

given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an

agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance

coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of

the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other

remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

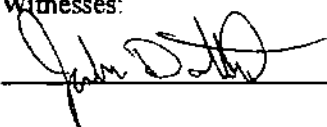
23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

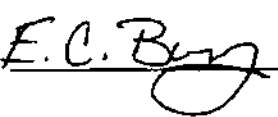
25. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$_____.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



JOHN DATTALA

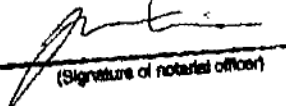
 (Seal)
_____ - Borrower

Eustachius Bursey (Seal)
_____ Borrower

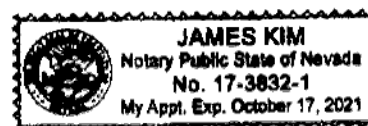
_____[Space Below This Line For Acknowledgment]_____

State of Nevada
County of Clark

This instrument was acknowledged before me on
7-2-18 by John Dattala and Eustachius
(date) (name(s) of person(s) making statement) Bursey



(Signature of notaries officer)



STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number(s)

a) 140-31-817-043

b) _____

c) _____

d) _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE
ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

☐ Other _____

3. Total Value/Sales Price of Property:

\$95,000.00

Deed in Lieu of Foreclosure Only (value of property)

\$95,000.00

Transfer Tax Value:

\$484.50

Real Property Transfer Tax Due:

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090. Section # _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature _____

Capacity Grantor

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print

Name: EUSTACHIO C. BURSET

Print

Name: Precision Assets, LLC

Address: 50 Sacramento Drive

Address: 6700 Paradise Rd., Ste. A-1

City: Las Vegas

City: Las Vegas

State: Nevada

Zip: 89110

State: Nevada

Zip: 89119

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer

Print Name: WFG National Title Insurance Company

Escrow #: 19-274856

Address: 7450 Arroyo Crossing Parkway, Suite 270

City: Las Vegas

State: NV

Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

PRECISION0064

Dattala Writ

Petitioner's Appendix

Page 233 of 1392

EXHIBIT “3”

EXHIBIT “3”

PURCHASE CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE**A. PARTIES:**

This Real Estate Purchase Agreement (the "Agreement") is by and between:

HCO Residential, LLC ("Buyer") his agents, and/or assigns and

~~XXXXXXXXXX~~ Eustachius Buzy ("Seller")

(collectively the "Parties") Seller hereby agrees to sell and convey, and the buyer hereby agrees to purchase from the Seller the following described real property:

B. PROPERTY:

1. Parcel Number (APN): 14031817043
2. More commonly known as 50 Sacramento Drive Las Vegas NV 89110 ("Property")

C. PAYMENT TERMS:

The full purchase price of the property is \$ 95,000

Earnest Money Deposit \$ 500

D. EXISTING MORTGAGES:

Existing financing on the Property will be current in all payments of principal, interest, late charges and escrow amounts required by mortgagee.

- E. CLOSE OF ESCROW:** Close of Escrow ("COE") COE shall occur on or before (if mutually agreed by the Parties 2019-04-15 no later than 11:59 PM ("COE Date"). This is the date that the sale will be closed, or this Agreement will expire. If the COE Date is not a business day, the COE date shall be extended to the next business day to allow for proper recording of the deed with the county recorder's office. Buyer and Seller shall timely provide all documents to the Escrow Company to ensure closing occurs on the COE Date. Clear title must be provided prior to closing. Close of escrow can be extended up to 30 days at the buyer's written and time stamped request to the seller if title has not been cleared prior to close of escrow.

- F. EXPENSES:** Buyer to pay all normal non re-occurring closing costs, costs of Escrow Company fees, unless otherwise stated herein for both the buyer and the seller's side of the transaction. Seller only responsible for prorations and Judgements as outlined in sections G4 and H1f of this contract.

G. TITLE AND ESCROW

1. **ESCROW:** The Escrow Company employed by the parties to carry out the terms of this Agreement shall be:

Jenine Santos, WFG National Title Company (Vegas) ✓, 7450 Arroyo Crossing Pkwy #270, Las Vegas, NV 89113,

USA

702-789-7196, jenine.santos@wfnationaltitle.com

Buyer Initials

^{DS}
JV

Seller Initials

ECB

2. **EARNEST DEPOSIT:** Upon acceptance, Buyer will place in escrow the Earnest money deposit ("EMD") with the title company which will be part of the cash paid to the Seller when title transfers. Buyer's Earnest Deposit after physical inspection and buyer's approval of the property, and remain fully refundable to the buyer until all contingencies have been satisfied.
3. **TITLE AND VESTING:** At Closing, Seller shall convey all of the Seller's right, title and interest in the Property and Improvements to Buyer.
4. **PRORATIONS:** Real property taxes payable by the Seller will be prorated based on the current year's tax without allowance for discounts, including homestead or other exemptions. Rents will be current and be prorated as of the date title transfers. All insurances, homeowner's association fees, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, and services contracts shall also be prorated as of the date title transfers.
5. **RELEASE OF EARNEST MONEY.** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this Agreement in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorneys' fees, arising from or relating in any way to release of Earnest Money.

Buyer acknowledges that failure to pay the required closing funds by the scheduled Close of Escrow ("COE"), if not cured after a cure notice is delivered pursuant to the methods provided in this Agreement, shall be construed as a material breach of contract and all earnest money shall be subject to forfeiture.

H. WARRANTIES

1. **SELLER'S REPRESENTATIONS AND WARRANTIES:** Seller represents (with the understanding that Buyer is relying on these representations) that:
 - a. There is no pending or threatened condemnation or similar proceeding affecting any part of the Property, and Seller has not received any notice of any such proceeding and has no knowledge that any such proceeding is contemplated.
 - b. No work has been performed or is in progress at the Property and no materials have been furnished to the Property which might give rise to mechanic's, materialman's liens against any part of the Property.
 - c. There are no parties in adverse possession of the Property, and there are no parties in possession of the Property except Seller. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by Seller or pending against Seller or affecting or involving the Real Property.
 - d. Seller provides no warranties as to the physical condition of the property. Buyer shall be provide time for inspection to make determination as to the physical condition of the property. Buyer will take the property "as-is."
 - e. **DEFECTS:** Seller warrants the Property to be free from hazardous substances and from violation of any zoning, environmental, building, health or other governmental codes or ordinances. Seller

Buyer Initials

Seller Initials

ECR

further warrants that there is no material or other known defects or facts regarding this Property, which would adversely affect the value of said Property, unless otherwise disclosed herein.

- f. **JUDGMENTS:** Seller warrants that there are no judgments threatening the equity in the Property, and that there is no bankruptcy pending or contemplated by any titleholder. Seller will not encumber the Property and an affidavit may be recorded at Buyer's expense putting the public on notice that the closing of this Agreement will extinguish liens and encumbrances hereafter recorded. Should any judgments exist, they will be satisfied at Close of Escrow from the seller's proceeds.

2. **BUYER REPRESENTATIONS AND WARRANTIES:** Buyer represents and warrants to Seller:

- a. Buyer has the full right, power and authority to purchase the Property as provided in this Offer and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Offer and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Offer on behalf of Buyer is authorized to do so.
- b. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.
- c. The representation and warranties of Buyer shall survive Closing.
- d. Buyer has a financial interest in this transaction.

I. **REMEDIES**

1. **CURE PERIOD:** If either party fails to perform any of its obligations under this Agreement, the other party shall provide a written notice of default to the other party, pursuant to the terms herein. The defaulting party shall cure the default within three (3) days after the delivery of such notice ("Cure Period"). Failure to cure the default within the cure period shall be a breach of this Agreement.
2. **BREACH:** In the event of a breach of this Agreement, the non-breaching party may cancel this Agreement and/or proceed against the breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Arbitration obligations set forth herein. In the case of the Seller, in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept the Earnest Money as Seller's right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver notice pursuant to the conditions in this Agreement, Seller shall exercise this option and accept the Earnest Money as Seller's right to damages. An unfulfilled contingency is not a breach of contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of this Agreement which would prevent COE from occurring on the COE Date, if not cured after a cure notice is delivered pursuant to the terms of this Agreement, will constitute a material breach of this Contract, rendering the Contract subject to cancellation. Failure to provide the seller with proper documentation shall also constitute a breach of this contract.
3. **ARBITRATION:** Each signatory hereto hereby agrees that in the event of any dispute arising out of, in connection with, or by reason of this Agreement or any other disagreement of any nature or description regardless of the facts and theories which may be involved, such dispute shall be resolved by arbitration before the American Arbitration Association located in Phoenix, Arizona. Arbitration

Buyer Initials

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JV

Seller Initials

ECB

proceedings may be commenced by any signatory to this Agreement by giving the other parties hereto written notice thereof. The arbitrator's award in any such proceedings shall be final and binding, and a judgment upon such award may be enforced by any court of competent jurisdiction. Each signatory hereby agrees to submit to the jurisdiction of any state or federal court sitting in Phoenix, Arizona in any action or proceeding arising out of or relating to the enforcement of the arbitration provisions of this Agreement. Each Party shall choose a single arbitrator and the two so chosen shall choose a third arbitrator. Either party may be represented by legal counsel. The decision of the arbitrators shall be final and conclusive and the right of appeal is hereby waived.

4. **ATTORNEY FEES AND COSTS.** If either party herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such actions, or trial or appeal, shall be entitled to its costs reasonable attorneys' fees & costs to be paid by the losing party including, but not limited to, expert witness fees, fees paid to investigators, and arbitration costs.
- J. **SELLER'S "AS IS" CLAUSE:** Buyer agrees that the Property shall be purchased in an "as-is" and "as-shown" condition, with no representation or warranty of any type or nature being made by Seller. Buyer acknowledges and agrees that it is purchasing the Property solely upon the basis of its investigation and not on the basis of any representation, express or implied, written or oral, made by Seller or its agents, or employees. Without limiting the generality of the foregoing, Seller makes no warranty as to the sufficiency of the Property for any purpose.
- K. **INSPECTIONS:** Seller shall provide to buyer permission to access the Property to complete inspections of the physical conditions of the property, & determine repairs needed. This contract is contingent upon the Buyer's inspection & approval of the property prior to transfer of title.
- L. **RISK OF LOSS:** If the Property is damaged prior to transfer of title, and after the date of Contract acceptance, Buyer has the option of accepting any insurance proceeds with title to the Property in "as is" condition or of canceling this contract and accepting the return of the deposit. Risk of loss or damage to the assets being sold herein or Seller's premises shall remain with the Seller until the closing.
- M. **RADON GAS AND LEAD PAINT:** Lead based paint and Radon, a naturally occurring radioactive gas that may present health risks to persons who are exposed to it over time, may exist in the Property. Buyer may obtain a risk assessment of the Property by licensed inspectors. Dangerous circumstances and the conditions, which caused said circumstances will be corrected at the Seller's expense before title transfers.
- N. **LICENSE:** A member of the company named as the buyer holds an active Arizona Real Estate License.
- O. **POSSESSION:** Possession shall be delivered with the transfer of deed at closing. Possession of the Property and occupancy, with the exception of occupying tenants, including all keys, garage door openers and/or means to operate all locks, will be delivered to the Buyer, by the Seller, when title transfers. Leases and security deposits will transfer to the Buyer with title.
- P. **ASSIGNABILITY:** This Agreement is freely assignable by the parties of the contract.
- Q. **MARKET THE PROPERTY:** Seller agrees that the buyer may market the property for rent or sale and show the property immediately upon acceptance of this contract by both parties and prior to acquiring title.

Buyer Initials

Seller Initials

- R. **TIME IS OF THE ESSENCE:** Time and timely performance are of the essence of this contract and of the covenants and provisions hereunder. Each contingency herein shall be satisfied according to its terms by the closing date or this contract extends to provide time for satisfaction of said contingencies. Each party shall diligently pursue the completion of this transaction. Each warranty herein made survives the closing of this transaction.
- S. **NOTICES:** All notices required to be made under this contract will be deemed completed and legally sufficient if mailed by certified mail, return receipt requested, or if delivered personally or by courier service, to the forwarding address provided.
- T. **BINDING EFFECT:** This Agreement shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs, and legatees of the parties hereto and upon execution by all parties this Agreement shall be absolutely binding and fully enforceable.
- U. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement and understanding of the parties hereunder and is subject to no warranties or representations not specifically set forth herein. This Agreement cannot be modified except by an instrument in writing executed by the party to be bound.
- V. **EXECUTION AND DELIVERY OF DOCUMENTS:** Buyer and Seller shall execute and deliver all such other instruments and take all such other action as any party may reasonably request from time to time, before or after the closing, in order to effectuate the transaction provided herein. The parties shall cooperate with each other in connection with any steps to be taken as a part of their respective obligations under this Agreement.
- W. **FACSIMILE OR E-SIGNATURES:** Buyer and Seller have the right to rely upon DocuSign or facsimile copies of another party's signature, which shall have the same force and effect as an original signature. Further this Agreement shall be deemed to be complete & fully executed if there are signature pages attached bearing either an original or copy, including a facsimile copy, of the Parties' signatures.
- X. **SECTIONS AND OTHER HEADINGS:** The Section & other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretations of this Agreement.
- Y. **SEVERABILITY:** In the event that any of the provisions or portions of this agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions hereof, shall not be affected thereby and effect shall be given to the intent manifested by provisions, or portions thereof held to be enforceable and valid.
- Z. **ENTIRE AGREEMENT:** This Agreement, and any addenda and attachments, contains the entire agreement and understanding between Seller and Buyer and supersedes all prior agreements and understandings, oral or written, concerning the matters covered by this Agreement. This Agreement may not be amended or modified.
- AA. **CAPACITY OF THE PARTIES:** Any individual parties to this contract represent themselves to be of full age. Any corporate parties to this contract represent themselves to be existing corporations with their charters in full force and effect. Any partnership parties to this contract represent themselves to be existing partnerships with their certificates in full force and effect.

Buyer Initials



Seller Initials

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BB. INTERPRETATION OF THE CONTRACT: Without limiting the generality of the foregoing, when the context in which the words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and vice versa, all pronouns and variations thereof shall be deemed to refer to all genders, and the term "person" shall include a corporation or other entity, as well as a natural person. The covenants in this contract bind the heirs, devisees, legatees, successors, & assigns of the Buyer & Seller.

CC. ADVICE OF COUNSEL: Each party to this Agreement represents and warrants to each other party that such party has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel, if sought.

DD. APPLICABLE LAW: This agreement will be construed in accordance with and governed by the laws of the State of Arizona/~~NEVADA~~

EE. ADDITIONAL TERMS AND CONDITIONS:

Owner/tenant has till 4/19/2019 to move out of Subject property by 12:00 am.

FF. ACCEPTANCE: This offer is void if not accepted by the Seller in writing on or before:

4/1/2019

At 5:00 PM Arizona Time.

If it is not accepted and signed by the Seller by this time, this contract shall be null and void.

GG. SIGNATURES: The parties have signed and delivered this contract in duplicate on the date noted at the beginning of this contract.

Seller:

E.C.B.

Name: Stacey Bursey EUSTACHIOS BURSEY

Title: OWNER

Date: 4/10/19

Buyer:

DocuSigned by:

Jared Vidales

121A4E5672B24B6

Name: HCO Residential, LLC

Title:

Date: Apr 1, 2019

Seller:

Name: _____

Title: _____

Date: _____

Buyer Initials

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JV

Seller Initials

ECB

Addendum # 1

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated 04-01, 2019, by and between
HCO Residential, LLC ("Purchaser"), and
Eustachius Bursey ("Seller"), for

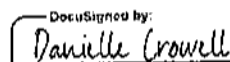
The purchase and sale of that certain property municipality known as:
50 Sacramento Dr, Las Vegas, NV 89110 ("Property")
hereby mutually agree to amend said Agreement as follows:

Seller to retain possession of the property until 4/30/2019. Title company is to hold back \$5,000
of seller proceeds in escrow until possession is turned over to the buyer. Rent for this period
to be \$0 per day. Everyday after 4/30/2019, rent will be \$100 a day. A leaseback addendum
will be drafted to further outline the leaseback agreement.

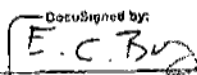
All other terms and conditions of the Purchase and Sale Agreement to remain the same.

PURCHASER:

HCO Residential LLC

By: 
Name: Danielle Crowell
Title: _____
Date: Apr 3, 2019

SELLER:

By: 
Name: Eustachius Bursey
Title: _____
Date: Apr 4, 2019

SELLER:

By: _____
Name: _____
Title: _____
Date: _____

SHORT TERM LEASE-BACK ADDENDUM
Purchase

A. PARTIES: This Short Term lease-back agreement (the "Agreement") is by and between:

HCO Residential, LLC ("Buyer") his agents, and/or assigns and
Eustachius Bursey ("Seller")
(collectively the "Parties")

B. PROPERTY: 50 Sacramento Dr, Las Vegas, NV 89110 ("Property")

C. LEASE-BACK: Seller desires to retain possession of the Property on a short-term basis after Closing. Buyer agrees to lease the Property to Seller and Seller agrees to lease the Property from Buyer upon the terms and conditions set forth below.

D. TERM OF LEASE: The term of the Lease shall commence on the date of Closing and shall continue until 5:00 P.M. (Mountain Time) on 4/30/2019 (date) (the "Rental Period").

E. RENT: Rent ("Rent") shall be \$ 0 for the entire Rental Period. During the Rental Period, Seller shall be responsible for payment of all water, sewer, natural gas, garbage; and electricity, lines and services for telephone, cable/satellite TV and Internet, landscape maintenance and snow removal unless such services are provided by a homeowner's association. Seller must retain the utilities in their name until expiration of the leaseback.

F. SECURITY DEPOSIT Holdback: Seller agrees to a holdback of sales proceeds in the amount of \$ 5,000 for the purpose of a Security Deposit. The Security Deposit shall be held by the Title Company, as determined by Buyer, in Buyer's sole discretion, to secure the performance of Seller's obligations under this Agreement. Seller shall not have the right to apply the Security Deposit toward the payment of Rent unless otherwise stated herein. Refund of the Security Deposit is subject to the requirements of Arizona law, and is also dependent upon Seller's compliance with all of Seller's obligations under this Agreement, including delivering the Property to Buyer as provided in Section 6 below. Within fourteen (14) calendar days after Seller's surrender of the Property to Buyer, or Seller providing Buyer a forwarding address, whichever is later, Buyer will instruct title to forward to Seller the Security Deposit, less all deductions. Buyer will also provide Seller with an itemized statement of any deductions made.

G. DELIVERY OF POSSESSION/WALK-THROUGH INSPECTION. Upon expiration of the Rental Period, Seller agrees to deliver possession of the Property to Buyer in substantially the same general condition as it was on the date of Acceptance of the Purchase Contract, ordinary wear and tear excepted, or in the condition outlined below in other terms and conditions. Any personal property remaining in or on the property after the buyer delivers

HCO Residential, LLC
Leaseback Agreement

Buyer Initials DC
Seller Initials EB

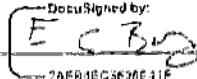
possession shall be forfeited and become the property of the buyer.

If the seller holds over past the expiration of the Rental Period outlined above, the seller will be charged \$ 100.00. This amount will be deducted from the holdback and released to the buyer directly from escrow. This will be released to the seller upon the vacancy of the premises by the Seller.

- H. **NO ALTERATIONS/DAMAGE TO PROPERTY.** During the Rental Period no alterations to the Property shall be undertaken by Seller without the prior written consent of Buyer. Seller shall be responsible for any damage to the interior of the Property (including interior furnishings) caused by Seller or Seller's guests during the Rental Period. Assessment of the damages is at the sole and absolute discretion of the Buyer, and documentation will be made of the condition of the property at contract acceptance.
- I. **INSURANCE.** Prior to Closing of the purchase of the Property by Buyer, Buyer and Seller shall be responsible to consult with their own insurance agent to determine and obtain such insurance coverage during the Rental Period as Buyer and Seller respectively deem necessary.
- J. **RESOLUTION OF A DISPUTE** Seller shall indemnify and hold Buyer harmless from and against any and all liability, fines, suits, claims, demands, actions, costs and expenses of any kind or nature whatsoever caused by, or arising out of, or in any manner connected with any damage to the Property or any injury or death to a person or persons arising out of Seller's use and/or occupancy of the Property during the Term, including intentional or negligent acts by Seller, Seller's family, invitees, and/or agents and employees of the Seller. The losing party in any legal proceeding brought by Buyer or Seller against the other party for breach of any provision of this Agreement (including an action for summary ejectment) shall be liable for the costs and expenses of the prevailing party, including reasonable attorneys' fees (at all tribunal levels). If a dispute occurs, the title company is instructed to hold the funds in escrow until the parties agree in writing as to how the money is to be released or until a signed order by a judge is delivered to the Title Company.
- K. **ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the Agreement and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The Agreement may be executed in counterparts.
- L. **ASSIGNABILITY:** This Agreement is freely assignable by the buyer.
- M. **ADDITIONAL TERMS AND CONDITIONS:**

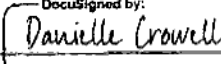
- N. **SIGNATURES:** The parties have signed and delivered this contract in duplicate on the date noted at the beginning of this contract.

Seller:

DocuSigned by:

2AEB1EC3670E11F
Name: Eustachius Bursey
Date: Apr 4, 2019

HCO Residential, LLC
Leaseback Agreement

Buyer:

DocuSigned by:

DAFC91A2DA7E154
Name: Danielle Crowell
Date: Apr 3, 2019

Buyer Initials
Seller Initials

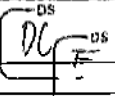
DS
DS
 308

EXHIBIT “4”

EXHIBIT “4”

Inst #: 20190408-0001531

Fees: \$40.00

04/08/2019 11:31:40 AM

Receipt #: 3677472

Requestor:

EUSTACHIUS BURSEY

Recorded By: VELAZN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 140-31-817-043

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrrealprop/owner.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Deed of Full Reconveyance

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:

Eustachius C Bursey

RETURN TO: Name Eustachius C Bursey

Address 50 Sacramento Drive

City/State/Zip Las Vegas/ NV/ 89110

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name Eustachius C Bursey

Address 50 Sacramento Drive

City/State/Zip Las Vegas/ NV/ 89110

This page provides additional information required by NRS 111.312 Sections 1-2.

To print this document properly, do not use page scaling.

P:\Common\Forms & Notices\Cover Page Template Oct2017

PRECISION0163

Dattala Writ

Petitioner's Appendix

Page 245 of 1392

APN: 140-31-817-043

Recording Requested By:
EUSTACHIUS C BURSEY
50 SACRAMENTO DRIVE
LAS VEGAS, NV 89110

Return Documents to:
EUSTACHIUS C BURSEY
50 SACRAMENTO DRIVE
LAS VEGAS, NV 89110

Send Tax Statements to:
EUSTACHIUS C BURSEY
50 SACRAMENTO DRIVE
LAS VEGAS, NV 89110

DEED OF FULL RECONVEYANCE

(Individual(s) as Trustee)

JOHN DATTALA as Trustee(s) under a Deed of Trust executed by
EUSTACHIUS C BURSEY, as Trustor(s), dated 08/02/2018, and
recorded on 08/02/2018, as Instrument No. 201808020002960, of
the official records in the office of the County Recorder of CLARK County,
Nevada, describing the property therein as follows:

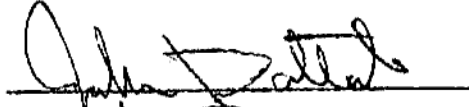
Property Address: **50 SACRAMENTO DRIVE, LAS VEGAS, Nevada 89110**
Legal Description: **MEADOW HOMES UNIT # 1 PLAT BOOK 7 PAGE 5 LOT 28**
BLOCK 2 GEOID: PT SW4 SE4 SEC 31 20 62

Having received from the holder of the obligations thereunder a written request to reconvey,
reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of
Trust and the note or notes secured thereby having been surrendered to said Trustee(s) for
cancellation, does hereby reconvey to the person or persons legally entitled thereto, without
warranty, all the estate, title and interest acquired and now held by said Trustee(s) in said
Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF Trustee, has caused this instrument to be executed, each in its respective interest.

TRUSTEE:


JOHN DATTALA

STATE OF NEVADA

)

)ss:

COUNTY OF CLARK

)

On April 5, 2019, before me, Bonita Spencer,
a Notary Public in and for said County and State, personally appeared JOHN DATTALA,
known to me to be the person who acknowledged that he executed the above instrument.

WITNESS my hand and official seal.



NOTARY PUBLIC in and for said
County and State.

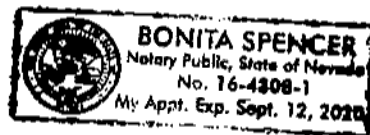


EXHIBIT “5”

EXHIBIT “5”

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 140-31-817-043

(11 digit Assessor's Parcel Number may be obtained at
<http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

QUIT CLAIM DEED FOR NEVADA

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:

Eustachius C Bursey

RETURN TO: Name Eustachius C Bursey

Address 50 Sacramento Drive

City/State/Zip Las Vegas, NV 89110

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name Eustachius C Bursey

Address 50 Sacramento Drive

City/State/Zip Las Vegas, NV 89110

This page provides additional information required by NRS 111.312 Sections 1-2

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P:\Common Forms & Notices\Cover Page Template 03/2017

Inst #: 20190408-0002603

Fees: \$40.00

RPTT: \$377.40 Ex #:

04/08/2019 04:19:01 PM

Receipt #: 3678157

Requestor:

EUSTACHIUS BURSEY

Recorded By: MAYSM Pgs: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: TENAYA BRANCH

PRECISION0037

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RECORDING REQUESTED BY
EUSTACHIUS C BURSEY

INSTRUMENT PREPARED BY
JOHN DATTALA
43 RONALD LANE
LAS VEGAS, Nevada 89110

RETURN DEED TO
EUSTACHIUS C BURSEY
50 SACRAMENTO DRIVE
LAS VEGAS, Nevada 89110

(Above reserved for official use only)

SEND TAX STATEMENTS TO:
EUSTACHIUS C BURSEY
50 SACRAMENTO DRIVE
LAS VEGAS, Nevada 89110

Tax Parcel ID/APN # 140-31-817-043

QUIT CLAIM DEED FOR NEVADA

STATE OF NEVADA
COUNTY OF CLARK

THIS DEED is made this day of April 5, 2019 by and between the "Grantor,"

JOHN DATTALA, an unmarried individual residing at 43 RONALD LANE, LAS
VEGAS, Nevada 89110

AND the "Grantee,"

EUSTACHIUS C BURSEY, an unmarried individual residing at 50 SACRAMENTO
DRIVE, LAS VEGAS, Nevada 89110

FOR VALUABLE CONSIDERATION of the sum of one dollar (\$1.00), the receipt and
sufficiency of which is hereby acknowledged, Grantor hereby quitclaims to Grantee and
Grantee's heirs and assigns forever, all of Grantor's rights, titles, interests, and claims in or to the
following described real estate (the "Property"), together with all hereditaments and
appurtenances belonging thereto, located in CLARK county, Nevada, subject to any restrictions

PRECISION0038

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