

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:

Electronically Filed
District Court No: A-19-794335-G
Dec 20 2021 10:53 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPENDIX TO

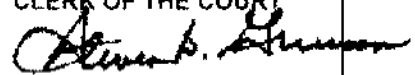
**JOHN DATTALA'S PETITION
FOR WRIT OF MANDAMUS**

VOLUME 3

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Las Vegas, NV 89101
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Attorney for Petitioner

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MOT

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Attorney for *Precision Assets, as
Defendant, Counterclaimant and
Crossclaimant against Eustachius Bursey*

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA;

Plaintiff,

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 1
through X,

Defendants.

AND RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

**PRECISION ASSETS' MOTION TO
EXPUNGE LIS PENDENS**

HEARING ON OST PENDING

PRECISION ASSETS' MOTION TO EXPUNGE LIS PENDENS

Precision Assets (as Defendant, Counterclaimant and Crossclaimant against Eustachius Bursey, hereinafter referred to as "Precision"), by and through its counsel of record, Zachary T. Ball of THE BALL LAW GROUP, LLC, hereby files its Motion to Expunge Lis Pendens ("Motion") on order shortening time, pursuant to NRS 14.015. This Motion is based on the Nevada Rules of Civil Procedure, the pleadings and papers on file herein, and any arguments as the Court may hear.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND SUMMARY OF ARGUMENT

Unable to meet the needed factors within NRS 14.015 to maintain Plaintiff's Lis Pendens ("LP") recorded against Precision's two properties, this Court should order expungement of both LPs. Plaintiff's LPs are preventing Precision from selling these properties. Plaintiff has maintained these LPs with his baseless claims against the various defendants. The burden upon Precision far outweighs the benefit to Plaintiff. The LPs must now be expunged.

II. STATEMENT OF FACTS

Precision holds title to two parcels of real property: 50 Sacramento Drive, Las Vegas, Nevada and 89110 and 59 Sacramento Drive, Las Vegas Nevada ("50 Sacramento" and "59 Sacramento", respectively). This ongoing litigation concerns unsupported claims that Plaintiff still has some interests in these properties.

Following commencement of the current action filed in May 2019, Plaintiff recorded notices of Lis Pendens on both 50 Sacramento and 59 Sacramento. **Exhibit 1** and **Exhibit 2**. Precision now seeks to have the LPs removed from the public record of 50 Sacramento and 59 Sacramento. This is based on Plaintiff's inability to satisfy the necessary requirements of NRS 14.015.

III. LAW AND ARGUMENT

A. PLAINTIFF CANNOT SATISFY THE ELEMENTS OF NRS 14.015(2) AND (3)

Lis pendens are governed by NRS 14.015, which states in pertinent part:

1. After a notice of pendency of an action has been recorded with the recorder of the county, the defendant or, if affirmative relief is claimed in the answer, the plaintiff, may request that the court hold a hearing on the notice, and such a hearing must be set as soon as is practicable, taking precedence over all other civil matters except a motion for a preliminary injunction.
2. *Upon 15 days' notice, the party who recorded the notice of pendency of the action must appear at the hearing* and, through affidavits and other evidence

which the court may permit, establish to the satisfaction of the court that:

- (a) The action is for the foreclosure of a mortgage upon the real property described in the notice or *affects the title or possession of the real property* described in the notice;
 - (b) The action was *not brought in bad faith or for an improper motive*;
 - (c) The party who recorded the notice *will be able to perform any conditions precedent to the relief sought* in the action insofar as it affects the title or possession of the real property; *and*
 - (d) *The party who recorded the notice would be injured by any transfer* of an interest in the property before the action is concluded.
3. In addition to the matters enumerated in subsection 2, the party who recorded the notice must establish to the satisfaction of the court either:
- (a) *That the party who recorded the notice is likely to prevail in the action; or*
 - (b) *That the party who recorded the notice has a fair chance of success on the merits in the action and the injury* described in paragraph (d) of subsection 2 *would be sufficiently serious that the hardship on him or her in the event of a transfer would be greater than the hardship on the defendant* resulting from the notice of pendency, and that if the party who recorded the notice prevails he or she will be entitled to relief affecting the title or possession of the real property.
4. The party opposing the notice of the pendency of an action may submit counter-affidavits and other evidence which the court permits.
5. If the court finds that the party who recorded the notice of pendency of the action has failed to establish any of the matters required by subsection 2, the court *shall* order the cancellation of the notice of pendency and shall order the party who recorded the notice to record with the recorder of the county a copy of the order of cancellation. The order must state that the cancellation has the same effect as an expungement of the original notice.

(Emphasis added.)

Thus, pursuant to NRS 14.015(2), Plaintiff must show four (4) elements: (1) the action affects title or possession of the real property described, (2) the action is not brought for bad faith or for an improper motive, (3) perform any conditions precedent to the relief sought, *and* (4) the party who recorded the notice would be injured by any transfer.

Following a conclusive showing of all four of these elements, Plaintiff must then, pursuant to NRS 14.015(3), prove a fifth element -- either that he is likely to prevail in the action or has a

1 fair chance of success on the merits and that the harm to him would be greater than the harm to
2 Precision. Without proving all five of these elements, a lis pendens cannot remain on the property
3 and the court “*shall* order the cancellation of the notice of pendency.” Plaintiff cannot meet the
4 four elements of NRS 14.014(2) and certainly cannot meet either of the requirements of NRS
5 14.015(3) as to Precision. Thus, this Court should expunge the LPs immediately.

6 **1. Plaintiff brought the action in “bad faith and for an improper motive”**
7 **in violation of NRS 14.015(2)(b).**

8 As set forth in Plaintiff’s Second Amended complaint, Plaintiff seeks to reacquire title in
9 50 and 59 Sacramento, but asserts no claims against Precision for wrongdoing, only alleging
10 fraud and forgery against Defendant Bursey with negligence and conspiracy among the claims
11 against the other defendants. Plaintiff’s claims appear to assert that Bursey defrauded Plaintiff
12 by fraudulently inducing him to complete forms necessary for the transfer of the 50 and 59
13 Sacramento properties or simply forged Plaintiff’s signature. However, this theory has been
14 shown to be incorrect as Plaintiff has acknowledged that there was an agreement between Bursey
15 and Plaintiff to transfer the 50 and 59 Sacramento properties. See **Exhibit 3**, Plaintiff Responses
16 to Eustachius C. Bursey’s First Set of Interrogatories:
17

18 Interrogatory No. 3:
19

20 Please describe, in as much detail as possible, your discussions with Defendant
21 EUSTACHIUS C. BURSEY regarding purchasing the property at 50 Sacramento
22 Drive, Las Vegas, NV 89110, APN 140-31-817-043, including how and when the
23 subject first came up and what your understanding of the terms of sale would be.

24 Answer:
25

26 50 Sacramento was the first property that Bursey purchased from me. The idea
27 came up when he approached me around Christmas time, 2017. The subject first
28 came up when Bursey asked about buying the Colusa property but he wanted a
house he could move into immediately and the Colusa property need work.

We agree he would buy this property [50 Sacramento] for \$150,000 financed at 8%
interest on a 15 year loan secured by a promissory note and by a deed of trust, after
he paid me the \$5,000 down payment. There was a purchase agreement dated June
3, 2018 and a deed of trust with the payment amount and other terms spelled out.

Interrogatory No. 2:

Please describe, in as much detail as possible, your discussions with Defendant EUSTACHIUS C. BURSEY regarding purchasing the property at 59 Sacramento Drive, Las Vegas, NV 89110, APN 140-31-810-025, including how and when the subject first came up and what your understanding of the terms of sale would be.

Answer:

This was about a year after I had sold 50 Sacramento to Bursey. He told me that his father had died and he was interest in buying my other two houses at 59 Sacramento 4029 Colusa. We agree that the purchase price for 59 Sacramento would be \$220,000 financed at 8% interest on a 15 year loan secured by a promissory note and by a deed of trust, after he paid me a \$10,000 down payment

Plaintiff intended to sell the 50 and 59 Sacramento properties to Bursey, which is exactly what ultimately occurred. Indeed, as set forth in the Second Amended Complaint, Plaintiff's entire case essentially rests on the allegation that he did not receive market value for 50 and 59 Sacramento and thus seeks to have the sales set aside. As Plaintiff intended to sell the 50 and 59 Sacramento properties, it is incongruent for him to now attempt to unwind the sale to Precision to re-acquire the properties, while acknowledging his intent to alienate both properties previously, for set sums and on set terms. Plaintiff's claims as to Precision, and the LPs, are not brought in good faith. Indeed, it is bad faith for Plaintiff to claim that no agreement to transfer the properties existed solely in an effort to prevent Precision from utilizing the properties.

2. **Plaintiff cannot show that it can "perform any conditions precedent to the relief sought" pursuant to NRS 14.015(2)(c).**

Plaintiff clearly seeks to deprive Precision of the title to 50 and 59 Sacramento, but makes no effort, and clearly cannot accomplish, any remuneration to Precision for the two properties. As set forth above, Precision paid good and valuable consideration, in the amount of market value, for the two properties. Plaintiff seeks to reacquire title in the two properties. However, Plaintiff makes no mention, or effort, to set forth how Precision will be re-imbursed for the properties. As set forth in Plaintiff's responses to Bursey's Interrogatories, Plaintiff anticipated obtaining \$150,000 and \$220,000 for 50 and 59 Sacramento. See **Exhibit 3**. However, based on

1 the pleadings, it appears that Plaintiff expects this Court to simply declare that Plaintiff now
2 owns the properties, unwind the sales to Bursey and thereafter to Precision, and leave Precision
3 to seek to collect the amounts it paid for 50 and 59 Sacramento. Plaintiff fails to provide any
4 evidence of wrongdoing on the part of Precision or any basis for placing Precision in the
5 position of becoming Plaintiff's collection agent on any judgment that Plaintiff may obtain.
6 Plaintiff knows that its claims are likely doomed to failure, and thus seeks a return of the two
7 properties, in addition to monetary damages, and wishes to leave Precision to chase the
8 remaining defendants to be made whole as Plaintiff cannot afford to reimburse Precision its sale
9 price. As such, Plaintiff cannot perform the condition precedent, reimbursement of Precision's
10 fair market purchase price of the two properties, for the relief sought, i.e. unwinding of the sale.

12 3. Plaintiff would not be "injured by any transfer" pursuant to NRS
13 14.015(2)(d).

14 The fourth element under NRS 14.015(2)(d), that Plaintiff must show that he would be
15 harmed "injured by any transfer," is another requirement that Plaintiff simply cannot meet.
16 Precision is in possession of the two properties as neither appears to be Plaintiff's residence.
17 Thus, while every piece of real property is considered unique, these two properties are not
18 Plaintiff's residence and the sale of the two properties was clearly contemplated by Plaintiff in
19 his agreements with Bursey.

21 Indeed, Plaintiff's Second Amended Complaint focuses on the disparity of what Plaintiff
22 contends he received as compared to the fair market value of the properties and not the loss of
23 the properties. In Plaintiff's responses to WFG National title Insurance Company's First Set of
24 Interrogatories, when asked about the extent of Plaintiff's damages, Plaintiff states "if I can't get
25 the property back, I agreed to sell the 59 Sacramento Property for \$220,000 and the 50
26 Sacramento Property for \$150,000, so those would be my monetary damages." See **Exhibit 3**.
27 As such, another sale would not deprive Plaintiff of his residence or further harm Plaintiff,
28

1 Plaintiff simply seeks the monetary damages he allegedly incurred in not obtaining the agreed
2 upon prices for the properties from Bursey.

3 Furthermore, Plaintiff has not contended that Plaintiff has paid any sums for taxes,
4 homeowner assessment, maintenance, or any other charges associated with the two properties.
5 These prices are being borne by Precision, while Plaintiff's LPs prevent Precision from selling
6 the properties. Plaintiff has not shouldered any of the burden of maintaining the properties,
7 content to allow Precision to carry that cost, but continues to seek to have the properties returned
8 to him. An additional transfer of the properties, would simply allow Precision to halt the monthly
9 losses it is incurring on the properties while this litigation continues.
10

11 **4. Plaintiff lacks a likelihood of success on the merits pursuant to NRS**
12 **14.015(3)(a), or the ability to show that its harm would exceed that of**
13 **Precision pursuant to NRS 14.015(3)(b).**

14 The fifth element of the test under NRS 14.015 (2)-(3) is that of showing either that Plaintiff
15 is likely to prevail in the action or that Plaintiff has a fair chance of success on the merits and that
16 the harm to them would be greater than the harm to the defendant. As set forth in the factual
17 recitation and analysis above, Plaintiff is unlikely to succeed on the merits, as he did have an
18 agreement to sell the properties, but now contends that he was not adequately compensated.

19 Plaintiff's lack of allegations against Precision, solely seeking to deprive Precision of its
20 interest in the two properties by way of Plaintiff's claims against the remaining defendants, shows
21 that Plaintiff lacks any claim directly against Precision. Thus, Plaintiff has little to no likelihood
22 of success on the merits on which to base the LPs.

23 As set forth above, Plaintiff makes no showing that it could compensate Precision for the
24 amount Precision paid for the two properties; at best Precision would obtain Plaintiff's judgment
25 against the other defendants. Plaintiff has made no effort to act as the owner for the two properties
26 as Precision has been left to pay the associated taxes, maintenance, and related upkeep of the
27 properties. Plaintiff simply seeks to have the properties returned regardless of the impact on
28

1 Precision. Precision, on the other hand, is being disproportionately injured by the LPs. Precision's
2 business is "flipping" properties, not retaining properties. Being forced to retain the 50 and 59
3 Sacramento properties is forcing Precision to shoulder carrying costs and the risk of a market
4 reversal, and depriving Precision of liquidity, necessary for its business model. Thus, the harm to
5 Precision greatly exceeds the harm to Plaintiff, especially in this matter, where Plaintiff's ultimate
6 measure of damages is monetary and not the real property itself.

7
8 Furthermore, Plaintiff is unable to show how it would be harmed further should the
9 properties be sold by Precision. As set forth by Plaintiff's responses to interrogatories, Plaintiff
10 intended to sell the properties to Bursey for \$220,000 and \$150,000 and acknowledges that the
11 extent of the damages is these monetary amounts. See **Exhibit 3**. The only harm rests with
12 Precision, which is forced to continue to pay the carrying costs of these two properties while
13 Plaintiff continues to litigate against Precision and the other defendants based solely upon
14 Plaintiff's claims that he did not receive fair market value for the properties from Bursey.

15
16 **B. PLAINTIFF SHOULD BE REQUIRED TO POST A BOND IN THE AMOUNT
OF \$300,000 DUE TO THE HARDSHIP TO PRECISION OF THE LPS.**

17 The elements for expunging a lis pendens closely follow the elements for preliminary
18 injunctive relief set forth in NRCP 65. This is unsurprising, as a lis pendens, while not prohibiting
19 further transfer of a property certainly seeks to limit the likelihood of a transfer by informing a
20 person searching the title of the litigation. In this matter, as set forth above, Plaintiff fails to assert
21 an affirmative claim against Precision only seeking to unwind the sales of the properties due to
22 the acts of the other defendants. As such, Plaintiff is effectively seeking to deter a sale by
23 Precision, or at the least, reduce the value of such a sale. This deterrence forces Precision to
24 continue to pay to maintain the properties, paying taxes, assessments, and maintenance based
25 solely upon Plaintiff's efforts to reacquire the properties.
26
27
28

Thus, just as NRCP 65(c) requires security, Precision asks that, should the Court allow Plaintiff to maintain the lis pendens, Plaintiff be required to submit a bond in the amount of \$300,000 being the total of the \$111,675.61 Precision paid for the 50 Sacramento property, \$148,366.94 Precision paid for the 59 Sacramento property, plus approximately \$40,000 in carrying costs and fees Precision has incurred and anticipates incurring to retain 50 and 59 Sacramento. This bond is to make Precision whole should Plaintiff be unable to succeed of the merits, while the LPs have deprived Precision of its ability to transfer the two properties. A bond is a reasonable and equitable means of ensuring that Precision be made whole for being restrained from transferring the two properties it obtained for valuable consideration.

IV. CONCLUSION

Based on the uncontroverted evidence and matters produced in discovery, Plaintiff presents no claims or facts against Precision justifying the ongoing burden of the Lis Pendens on the 50 and 59 Sacramento properties. Precision, therefore, requests that the Court issue an Order that the Notice of Lis Pendens be expunged. Alternatively, Precision request that this Court require Plaintiff post a bond in the amount of \$300,000 in order to maintain the lis pendens against 50 and 59 Sacramento.

DATED this August 23, 2021.

THE BALL LAW GROUP

/s/ Zachary T. Ball

Zachary T. Ball, Esq.

Nevada Bar No. 8364

1935 Village Center Circle, Ste. 120

Las Vegas, NV 89134

Attorney for Precision Assets, as

Defendant, Counterclaimant and

Crossclaimant against Eustachius Bursey

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PRECISION ASSETS' MOTION TO EXPUNGE LIS PENDENS** was electronically filed with the Eighth Judicial District Court on the August 23, 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:

LaShanda Satterwhite lrsatterwhite@ww.law
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Eustacius Bursey ebursey87@icloud.com

/s/ Kelley A. McGhie

An Employee of the Ball Law Group

Exhibit 1

Exhibit 1

Inst #: 20190507-0001036

Fees: \$40.00

05/07/2019 12:27:44 PM

Receipt #: 3703678

Requestor:

BENJAMIN CHILDS

Recorded By: KVHO Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

APN : 140-31-817-043

After recording, return to :

Benjamin B. Childs, Esq.
318 S. Maryland Parkway
Las Vegas, Nevada, 89101

NOTICE OF LIS PENDENS [NRS 14.010]

Notice is hereby given that a Complaint was filed by JOHN DATTALA against EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC and others and a case is pending in Department 14 of the Clark County, Nevada 8th Judicial District Court, Case # A-19-794335-C.

This is an action for quiet title involving the below described real property, and the action is currently pending. The property affected by this Notice is described below.

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. .



BENJAMIN B. CHILDS, Esq. .

Attorney for JOHN DATTALA

Exhibit 2

Exhibit 2

APN : 140-31-810-025

After recording, return to :

Benjamin B. Childs, Esq.
318 S. Maryland Parkway
Las Vegas, Nevada, 89101

NOTICE OF LIS PENDENS [NRS 14.010]

Notice is hereby given that a Complaint was filed by JOHN DATTALA against EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC and others and a case is pending in Department 14 of the Clark County, Nevada 8th Judicial District Court, Case # A-19-794335-C.

This is an action for quiet title involving the below described real property, and the action is currently pending. The property affected by this Notice is described below.

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.



BENJAMIN B. CHILDS, Esq.

Attorney for JOHN DATTALA

Exhibit 3

Exhibit 3

1 BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
2 318 S. Maryland Parkway
Las Vegas, Nevada 89101
3 (702) 251 0000
Fax 384 1119
4 ben@benchilds.com
Attorney for Plaintiff

5 EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

6 JOHN DATTALA

7 Plaintiff

8 vs.

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

12 Defendants

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

PLAINTIFF'S RESPONSE
TO EUSTACHIUS C. BURSEY's
FIRST SET OF INTERROGATORIES

13
14 INTERROGATORY NO. 1:

15 Please describe how you first came to know Defendant EUSTACHIUS C. BURSEY.

16 ANSWER :

17
18 59 Sacramento was a sober living house for about a year around 2015 and I was
19 running it. Then I rented it to a church and I met Bursey when he was living there in 2016.
20 I have no relationship with him other than through the dealings with the properties which are
21 the subject of this lawsuit.

22
23 INTERROGATORY NO. 2:

24 Please describe, in as much detail as possible, your discussions with Defendant
25 EUSTACHIUS C. BURSEY regarding purchasing the property at 59 Sacramento Drive, Las
26 Vegas, NV 89110, APN 140-31-810-025, including how and when the subject first came up
27 and what your understanding of the terms of sale would be.

28 ANSWER :

This was about a year after I had sold 50 Sacramento to Bursey. He told me

1 that his father had died and he was interested in buying my other two houses at 59
2 Sacramento 4029 Colusa. We agreed that the purchase price for 59 Sacramento
3 would be \$220,000 financed at 8% interest on a 15 year loan secured by a promissory
4 note and by a deed of trust, after he paid me a \$10,000 down payment. He provided
5 the Zillow printout for the value and an amortization schedule for how much the
6 payments would be. I had significant personal property in that building, everything
7 from building materials, to tools, to antiques, to furniture, to appliances, to clothes,
8 jewelry, to knick-knacks and the agreement was he was going to buy all my personal
9 property for \$10,000 so I wouldn't have to move it.

10 I received \$10,000 as an Earnest Money Deposit on April 4, 2019.
11

12 INTERROGATORY NO. 3:

13 Please describe, in as much detail as possible, your discussions with Defendant
14 EUSTACHIUS C. BURSEY regarding purchasing the property at 50 Sacramento
15 Drive, Las Vegas, NV 89110, APN 140-31-817-043, including how and when the
16 subject first came up and what your understanding of the terms of sale would be.

17 ANSWER :

18 50 Sacramento was the first property that Bursey purchased from me. The
19 idea came up when he approached me around Christmas time, 2017. The subject
20 first came up when Bursey asked about buying the Colusa property but he wanted a
21 house he could move into immediately and the Colusa property needed work.
22

23 We agreed he would buy this property [50 Sacramento] for \$150,000 financed
24 at 8% interest on a 15 year loan secured by a promissory note and by a deed of trust,
25 after he paid me the \$5,000 down payment. There was a purchase agreement dated
26 June 3, 2018 and a deed of trust with the payment amount and other terms spelled
27 out.

28 There was an amortization schedule showing that I sold it for \$150,000 by deed
of trust. I do have a copy of the deed of trust.

1
2 INTERROGATORY NO. 4:

3 Please describe, in as much detail as possible, your discussions with Defendant
4 EUSTACHIUS C. BURSEY regarding purchasing the property at 4029 Colusa Circle,
5 Las Vegas, NV 89110, APN 140-31-817-001, including how and when the subject first
6 came up and what your understanding of the terms of sale would be.

7 ANSWER :

8 This was about a year after I had sold 50 Sacramento to Bursey. He told me
9 that his father had died and he was interested in buying my other two houses at 59
10 Sacramento 4029 Colusa. We agreed that the purchase price for 4029 Colusa Circle
11 would be \$201,000 financed at 8% interest on a 15 year loan secured by a promissory
12 note and by a deed of trust, after he paid me a \$10,000 down payment. He provided
13 the Zillow printout for the value and an amortization schedule for how much the
14 payments would be. I had significant personal property in that building, everything
15 from building materials, to tools, to antiques, to furniture, to appliances, to clothes,
16 jewelry, to knick-knacks and the agreement was he was going to buy all my personal
17 property for \$10,000 so I wouldn't have to move it.

18 INTERROGATORY NO. 5:

19 Please describe, the date and amount of any payments you received from Defendant
20 Eustachius Bursey for the three properties

21 ANSWER :

22
23 50 Sacramento : I received \$5,000 down in July, 2018 and 10 payments of
24 \$1,443/month [total of \$14,430 in payments] with the last
25 payment being May 4, 2019 [Saturday].

26 59 Sacramento : I received \$10,000 as an Earnest Money Deposit on April 4,
27 2019.

28 4029 Colusa Circle : I received \$10,000 as an Earnest Money Deposit on April

1 4, 2019.

2
3 INTERROGATORY NO. 6:

4 Please describe, in detail, any changes you made to the sales prices of any of the
5 three properties.

6 ANSWER : none

7 INTERROGATORY NO. 7:

8 Please describe how you came to sign the forms titled "Affidavit of Grantor" from
9 WFG Title as to 50 Sacramento.

10 ANSWER : Bursey told me he needed me to sign this paper because the mortgage
11 company was going to repair the houses. It was obviously altered after I signed it
12 because it purports to have my signature on April 7, 2019, but it references a deed
13 that was recorded on April 8, 2019. So the document was altered after I signed it.

14 INTERROGATORY NO. 8:

15 Please describe how you came to sign the forms titled "Affidavit of Grantor" from
16 WFG Title as to 59 Sacramento.

17 ANSWER : I did not sign any the form titled "Affidavit of Grantor" from WFG Title as
18 to 59 Sacramento.

19 INTERROGATORY NO. 9:

20 Please describe how you came to sign the forms titled "Affidavit of Grantor" from
21 WFG Title as to 4029 Colusa.

22 ANSWER : I did not sign any the form titled "Affidavit of Grantor" from WFG Title as
23 to 4029 Colusa.

24 INTERROGATORY NO. 10:

25 Please describe, in detail, your experience working in real estate, including any
26 companies you have worked for, your job title, approximate dates of employment, and
27 duties for each such position.

28 ANSWER : At most I worked for a real estate broker inspecting houses from about

1 the middle of 2008 through the beginning of 2009. My duties were to drive to the
2 homes he was interested in and making sure they were secured, water wasn't
3 running, lights were not on, etc. I don't even remember what the broker's name was.
4 This is the extent of my real estate dealings.

5
6 INTERROGATORY NO. 11:

7 Please describe, in detail, how your conveyances of each of the three properties was
8 not "knowing, voluntary, valid, and/or complete."

9 ANSWER :

10 I never conveyed my interest in the properties.

11 50 Sacramento -

12 I received \$5,000 down in July, 2018 and 10 payments of \$1,443/month [total
13 of \$14,430 in payments] with the last payment being May 4, 2019 [Saturday].
14 There was an amortization schedule showing that I sold it for \$150,000 by deed
15 of trust. I never signed any document purporting to accept \$10,000 as full and
16 final payoff of the \$150,000 deed of trust. The Reconveyance that was
17 recorded by Bursey had my signature from a different page relating to a
18 different document. I was never paid.

19 59 Sacramento -

20 I received \$10,000 as an Earnest Money Deposit on April 4, 2019. I was
21 never paid the \$220,000 sale price.

22 Colusa -

23 I received \$10,000 as an Earnest Money Deposit on April 4, 2019. I was never
24 paid the \$201,000 sale price.

25
26
27 INTERROGATORY NO. 12:

28 Please state, with specificity, each document produced in this case to date which you
are alleging has been forged or otherwise falsified, with a description of what is forged

1 and/or false about each document.

2 The document titled "Notice of Purchase" purportedly dated April 1, 2019.

3 The document titled "Deed of Full Reconveyance" purportedly dated April 5,
4 2019.

5 The document titled "Quit Claim Deed for Nevada" purportedly recorded April
6 8, 2019.

7 The WFG "Affidavit of Grantor" forms for 59 Sacramento and the Colusa
8 properties dated April 29, 2019. The writing looks exactly like Bursey's writing
9 and his signature. Again, I affirmatively state that I did not sign the the WFG
10 forms for the 59 Sacramento and the Colusa properties and that these are
11 NOT my signatures.
12

13 INTERROGATORY NO. 13:

14 Please describe why notaries Lillian Medina and Bonita Spencer have been sued in
15 this case, while notary Kimberly Muhammed has not.
16

17 ANSWER :

18 I don't deny that I signed the WFG "Affidavit of Grantor" form for 50
19 Sacramento, just that it was obviously blank when I signed it since it references an
20 event that happened after I signed it.
21

22 INTERROGATORY NO. 14:

23 Please describe any criminal offenses with which you have been charged and/or
24 convicted, including year, charge, and disposition of each case.

25 ANSWER :

26 I pleaded guilty to POSSESSION OF CONTROLLED SUBSTANCE WITH
27 INTENT TO SELL (Category D felony) with the Second Amended Judgment of
28 Conviction being filed May 30, 2014.

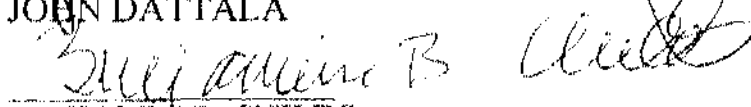
I pleaded guilty to ATTEMPT TO POSSESS CONTROLLED SUBSTANCE

1 December 11, 1995.

2
3 VERIFICATION

4
5 On this February 25, 2020, JOHN DATTALA, under penalty of perjury, being first
6 duly sworn, deposes and says that she is a party in the above entitled action; that he
7 has read the foregoing Discovery Responses being the PLAINTIFF'S RESPONSE TO
8 EUSTACHIUS C. BURSEY's INTERROGATORIES and knows the contents
9 thereof; that the same are true to the best of his knowledge and belief, except for
10 those matters therein stated on information and belief, and as to those matters, he
11 believes them to be true.

12
13 
14 JOHN DATTALA

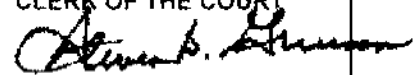
15 
16 BENJAMIN B. CHILDS
17 NEVADA BAR # 3946
18 ATTORNEY FOR PLAINTIFF

19 CERTIFICATE OF SERVICE

20
21 On February 25, 2020 this Plaintiff's Response to
22 eustachia C.Bursey's First Set of Interrogatories, was served through the
23 Odessey File and Serve system to all counsel and Bonita Spencer.

24 /s/ Benjamin B. Childs, Sr.

25
26 BENJAMIN B. CHILDS, Sr. ESQ.
27 NEVADA BAR # 3946
28



JOIN

LAW OFFICES OF JOHN BENEDICT

John Benedict, Esq.
Nevada Bar No. 005581
2190 E. Pebble Road, Suite 260
Las Vegas, Nevada 89123
Telephone: (702) 333-3770
Facsimile: (702) 361-3685
Email: John@Benedictlaw.com
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 1)
through 5 inclusive and ROE CORPORATION)
1 through X,

Defendants.

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

JOINDER TO
DEFENDANT/COUNTERCLAIMANT
PRECISION ASSETS' MOTION FOR
SUMMARY JUDGMENT, MOTION TO
EXPUNGE DEED OF TRUST, AND
MOTION TO EXPUNGE LIS PENDENS

HEARING REQUESTED

///

///

///

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' Motion for Summary Judgment, Motion to Expunge
4 Deed of Trust, and Motion to Expunge Lis Pendens filed on August 23, 2021.

5 DATED this 25th 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*
17
18
19
20
21
22
23
24
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on this 25th of August 2021, a copy of the foregoing **JOINDER TO**
3 **DEFENDANT/COUNTERCLAIMANT PRECISION ASSETS' MOTION FOR SUMMARY**
4 **JUDGMENT, MOTION TO EXPUNGE DEED OF TRUST, AND MOTION TO EXPUNGE**
5 **LIS PENDENS** was electronically served through the Court's Electronic Filing System to:

6 Benjamin B. Childs, Esq. (SBN 3496)
7 Email: ben@benchilds.com
8 218 S. Maryland Parkway
9 Las Vegas, Nevada 89101
Telephone: (702) 251-0000
Attorney for Plaintiff

10 Aaron D. Lancaster, Esq. (SBN 10115)
11 Christina V. Miller, Esq. (SBN 12448)
12 **WRIGHT, FINLAY & ZAK, LLP**
13 Email: alancaster@wrightlegal.net
14 7785 W. Sahara Ave., Suite 200
15 Las Vegas, Nevada 89117
Telephone: (702) 475-7964
*Attorneys for Defendant/ Counterclaimant/
Crossdefendant WFG National Title Insurance Company*

16 Joel F. Hansen, Esq. (SBN 1876)
17 **HANSEN & HANSEN, LLC**
18 Email: jfhansen@hansenlawyers.com
19 9030 W. Cheyenne Ave., # 210
Las Vegas, Nevada 89131
Telephone: (702) 906-1300
Attorneys for Defendant Lillian Medina

20 Zachary T. Ball, Esq. (SBN 8364)
21 **THE BALL LAW GROUP**
22 Email: zball@balllawgroup.com
23 1707 Village Center Circle, Suite 140
24 Las Vegas, Nevada 89134
Telephone: (702) 303-8600
Attorneys for Defendant / Counterclaimant Precision Assets

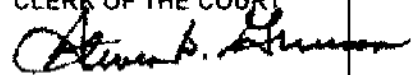
25 Eustachius Bursey
26 Email: ebursey87@icloud.com
27 1658 Glynn Court
28 Detroit, Michigan 48206
Defendant In Proper Person

/s/ Tyler Dufrene

On behalf of the Law Offices of John Benedict
Dattala Writ

Petitioner's Appendix

Page 724 of 1392



1 WRIGHT, FINLAY & ZAK, LLP
2 Christina V. Miller, Esq.
3 Nevada Bar No. 12448
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/Crossclaim 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'S JOINDER/NON-OPPOSITION TO
DEFENDANT/COUNTERCLAIMANT
PRECISION ASSETS' MOTIONS IN
LIMINE; MOTIONS IN LIMINE NOS. 1-5**

COMES NOW Defendant/Crossclaim Defendant, WFG National Title Insurance
Company (hereinafter, "WFG"), by and through its attorneys of record, Aaron D. Lancaster, Esq.,
of the law firm WRIGHT, FINLAY & ZAK, LLP, and hereby joins and provides its non-
opposition in Defendant/Counterclaimant Precision Assets' Motions in Limine Nos. 1-5 filed on
August 16, 2021, in the above-captioned matter.

1 DATED this 31st day of August, 2021.

2 WRIGHT, FINLAY & ZAK, LLP

3 /s/ Aaron D. Lancaster, Esq.

4 Aaron D. Lancaster, Esq.

5 Nevada Bar No. 10115

6 7785 W. Sahara Ave., Suite 200

7 Las Vegas, NV 89117

8 *Attorneys for Defendant/Counter-Claimant/Cross-*
9 *Claimant, WFG National Title Insurance Company*

10 **CERTIFICATE OF SERVICE**

11 Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK,
12 LLP, and that on this 31st day of August, 2021, I did cause a true copy of **WFG'S**
13 **JOINDER/NON-OPPOSITION TO DEFENDANT/COUNTERCLAIMANT PRECISION**
14 **ASSETS' MOTIONS IN LIMINE; MOTIONS IN LIMINE NOS. 1-5** to be e-served through
15 the Eighth Judicial District EFP system pursuant to NEFR 9 and/or by depositing a true copy of
16 same in the United States Mail, at Las Vegas, Nevada, addressed as follows:

17 Benjamin B. Childs ben@benchilds.com

18 Eustacius Cornelius Bursey ebursey87@icloud.com

19 Thomas M Fronczek tohy@relieflawyersnv.com

20 Dale K Kleven lawdocs@hrlnv.com

21 Dale K Kleven legaldocs@relieflawyersnv.com

22 Kim McGowan kimm@relieflawyersnv.com

23 Office Admin office.admin@benedictlaw.com

24 John John Benedict john@benedictlaw.com

25 Angelyn Cayton Angelyn@benedictlaw.com

26 Brian Dziminski brian@dziminskilaw.com

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Igor Makarov igor@benedictlaw.com

Kelley McGhie kmcghie@balllawgroup.com

/s/ Lisa Cox

An Employee of WRIGHT, FINLAY & ZAK, LLP



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(702) 251 0000
Fax 385 1847
ben@benchilds.com
Attorney for Plaintiff/Counterdefendant

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 JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

=====

AND RELATED ACTIONS

=====

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

Calendar Call : 9/23/2021

Trial Stack : 10/11/2021

DATTALA'S OPPOSITION TO PRECISION'S MOTION FOR SUMMARY JUDGMENT

Plaintiff JOHN DATTALA [Dattala] takes no position about PRECISION ASSETS' [Precision] motion with regard to it's causes of action against EUSTACHIUS C. BURSEY [Bursey]. For the reasons set forth below, Dattala opposes Precision's motion for summary judgment against himself.

EXACT SAME MOTION WAS ALREADY ADDRESSED AND DENIED

Precision filed the EXACT same motion in a December 2, 2020
Countermotion to Plaintiff's Motion to File a Second Amended Complaint. The

1 Order was filed January 27, 2021 and is attached as Exhibit 37.¹

2 The facts have not changed. But Precision itself provides the expert witness
3 report which requires denial of it's own motion. Exhibit 43 is the expert witness
4 report of Ronald Bloeker, his general opinions are on page 5, which highlight the
5 amount of notice, circumstantial and construction through red flags, and actual
6 provided to Precision and it's title agent, WFG.

7 The instant Opposition necessarily evokes *de ja vue* because the facts have
8 not changed and the same arguments are necessarily repeated by Plaintiff as in his
9 previous Reply [since the issue was raised by countermotion] filed January 7, 2021.

10 In addition to Mr. Bloeker's report, Dattala researched the legislative history of
11 NRS 111.180 and that is also additional information, but the result is still the same.
12 As set forth in the January 27, 2021 Order, "there is a genuine issue of material fact
13 as to whether Precision Assets had actual knowledge, constructive notice of, or
14 reasonable cause to know of any defects in, or adverse rights, title, or interest to, the
15 subject property." [Exhibit 37 6:12-14]

16 17 STATEMENT OF FACTS RELIES ON FRAUDULENT DOCUMENTS

18
19 Precision's motion fails on page 5, lines 7 - 16. This "statement of fact"
20 involving Exhibits 4 and 5 have demonstrably been proven to be documents which
21 Bursey recorded THAT WERE NOT THE DOCUMENTS WHICH DATTALA
22 SIGNED. Summary judgment has to be based on admissible evidence, clearly
23 Exhibits 4 and 5 are NOT admissible evidence.

24 Dattala has proven that the Quit Claim Deed for Nevada recorded by Bursey
25 on April 8, 2019 [Exhibit 5 and Exhibit 41 (Exhbit 3)] was recorded using a signature

26
27 ¹. Precision, despite being a Defendant, uses numbers for it's exhibits. Plaintiff will continue
28 the number sequence initiated by Precision.

1 page from another document by the sworn testimony of the notary public, Bonita
2 Spencer.

3 Exhibit 41 is the deposition transcript of Bonita Spencer, a notary public who
4 acknowledged Dattala signing a Deed of Trust and a Warranty Deed. When
5 presented with the documents which Bursey had filed using the April 5, 2019
6 acknowledgment, Ms. Spencer stated that "obviously it wouldn't be a Quitclaim Deed
7 if that's not what my book states Deed of Trust/Warranty Deed." [Exhibit 41, 11:8-
8 11] Bursey obviously took the pages with Dattala's signature and Bonita Spencer's
9 signature and notary stamp and attached them to TOTALLY DIFFERENT
10 DOCUMENTS, AND THEN RECORDED THEM. Specifically, he attached the
11 pages with Dattala's signature and Bonita Spencer's signature and notary stamp to
12 (1) Quitclaim Deed to the 50 Sacramento Property [Exhibit 3 to Ms. Spencer's
13 deposition transcript] and (2) a Deed of Full Reconveyance [Exhibit 5 to the instant
14 motion and Exhibit 4 to Ms. Spencer's deposition transcript].

15 Thus, Precision has no admissible evidence to support it's motion.

16 While generally public documents are admissible, but in this case Dattala has
17 PROVEN that several documents that Bursey recorded were NOT the documents
18 that Dattala signed. The originals are disputed by Dattala, backed up by the
19 opinion of document examiner Jan Kelly. Nevada evidence rules address this
20 specifically.

21
22 NRS 52.245 Admissibility of duplicates.

23 1. In addition to the situations governed by subsection 2, a duplicate is
24 admissible to the same extent as an original unless:

25 **(a) A genuine question is raised as to the authenticity of the original;**

26 **or**

27 **(b) In the circumstances it would be unfair to admit the duplicate in**
28 **lieu of the original.**

1 Further, Exhibit 6 to the Motion has to be an altered document, not to mention
2 being in a incomplete document, because it's signed and notarized on April 7, 2019,
3 but references a document recorded on April 8, 2019 "which is attached hereto and
4 made a part thereof", but there is nothing attached.

5
6 BONA FIDE PURCHASER STATUTE, NRS 111.180, REVISED IN 2013.

7
8 Shadow Wood Homeowners Ass'n v. New York Cmty. Bancorp. Inc., 132 Nev.
9 49, 366 P.3d 1105 (Nev. 2016) cited in the Motion on 3:17 - 19 purportedly for the
10 notion that the "court to weight equities, particularly the *bona fide* purchaser status of
11 the defendant", involved a sale that took place in January 31, 2012, before NRS
12 111.180 was revised. The holding of the Shadow Wood was very narrow and not
13 favoring the *bona fide* purchaser status of the defendant, it was simply that a court
14 can grant equitable relief from a defective homeowners' association (HOA) lien
15 foreclosure sale. In fact, cases like this one directly led to the modification of NRS
16 111.180.

17 NRS 111.180 was reenacted in 1960 is set forth below. Note that it (1) every
18 conveyance "made and created with the intent to defraud prior or subsequent
19 purchasers for a valuable consideration of the same lands, rents or profits, as
20 against such purchasers, shall be void" and (2) protected bona fide purchasers
21 "unless it shall appear that the grantee in such conveyance, or person to be
22 benefitted by such charge, was privy to the fraud intended."

23
24 Section 1. Chapter 111 of NRS is hereby amended by
25 adding thereto the provisions set forth as sections 2 to
26 4, inclusive, of this act.

27 Sec. 2. Every conveyance of any estate, or interest in
28 lands, or the rents and profits of lands, and every charge
upon lands, or upon the rents and profits thereof, made

1 and created with the intent to defraud prior or
2 subsequent purchasers for a valuable consideration of
3 the same lands, rents or profits, as against such
4 purchasers, shall be void.

5 Sec. 3. No such conveyance, or charge, shall be
6 deemed fraudulent in favor of a subsequent purchaser
7 who shall have legal notice thereof at the time of his
8 purchase, unless it shall appear that the grantee in such
9 conveyance, or person to be benefited by such charge,
10 was privy to the fraud intended.

11 Sec. 4. 1. "Creditors" as used in subsection 2 includes

12 all persons who are creditors of the vendor or
13 assignor at any time while the goods and chattels
14 remain in his possession or under his control.

15 2. Every sale made by a vendor of goods and
16 chattels in his possession or under his control,
17 and every assignment of goods and chattels,
18 unless the same is accompanied by an immediate
19 delivery, and is followed by an actual and
20 continued change of possession of the things sold
21 or assigned, shall be conclusive evidence of
22 fraud, as against the creditors of the vendor, or
23 the creditors of the person making such
24 assignment, or subsequent purchasers in good
25 faith.

26 3. Nothing contained in this section applies to
27 contracts of bottomry, respondentia, or
28 assignments or hypothecations of vessels, or
goods at sea, or in foreign states, or without this
state, if the assignee or mortgagee takes
possession of such goods as soon as may be
after the arrival thereof within this state.

Sec. 5. This act shall become effective upon passage
and approval.

1 In 2013 the statute was specifically revised with the intent to address sales
2 after a home foreclosure in cases where there was some defect in the foreclosure
3 process. This is not the situation here, where Precision had plenty of time, and
4 many red flags which it chose to ignore when purchasing the homes.

5 The legislative history from the May 3, 2013 Assembly Committee [Exhibit ^^^]
6 explains below [emphasis added].
7

8 **Assemblyman Frierson:**

9 Since Mr. Finseth is still there, because it has been such
10 an important issue, and we just threw it out there as a
11 little amendment, I think it is important we get something
12 on the record about why we are doing this. Mr. Finseth,
13 you and I have talked about bona fide purchaser before.
14 **This is trying to address the notion that a home is**
15 **foreclosed on, then sold to a new purchaser and**
16 **something was wrong with the way the home was**
17 **foreclosed; this protects the new purchaser who had**
18 **no inkling of any wrongdoing. We know the home**
19 **belongs to the new purchaser, and any claims about**
20 **the inappropriate or improper foreclosure would be**
21 **between the lender and original homeowner. Is that**
22 **the situation we are trying to address with this**
23 **language?**

24 **Rocky Finseth:**

25 Mr. Frierson, you are correct. That is the underlying issue
26 and underlying problem that has been set forth. As you
27 know, we are an avid participant in the Attorney General's
28 discussion on the changes that were needed from
legislation from last session. This was one of the issues

1 that we simply ran out of time to thoroughly discuss and
2 vet.

3
4 **Assemblyman Frierson:**

5 Were those stakeholders part of the development of this
6 language? I realize there were several moving parts at that
7 time with adjustments to many of those different issues.

8 **Rocky Finseth:**

9 The stakeholders who were interested in discussing
10 bona fide purchaser were at the table and in
11 discussions with respect to this issue. The Office of
12 the Attorney General was represented, and Nevada
13 Legal Aid, Nevada Land Title Association, and some
14 private attorneys were also part of those discussions.

15 ///

16 **Chairman Bobzien:**

17 Are there any final questions? [There were none.] Is there
18 anybody neutral? [There was no one.] We will close the
19 hearing on S.B. 493 (R1). We will open the hearing on
20 Senate Bill 496 (1st Reprint).

21
22 The current version of the statute is set forth below.

23
24 NRS 111.180 Bona fide purchaser: Conveyance not
25 deemed fraudulent in favor of bona fide purchaser unless
26 subsequent purchaser had actual knowledge, constructive notice
27 or reasonable cause to know of fraud.
28

- 1 1. Any purchaser who purchases an estate or interest in
2 any real property in good faith and for valuable
3 consideration and who does not have actual knowledge,
4 constructive notice of, or reasonable cause to know that
5 there exists a defect in, or adverse rights, title or interest
6 to, the real property is a bona fide purchaser.
7 2. No conveyance of an estate or interest in real property,
8 or charge upon real property, shall be deemed fraudulent
9 in favor of a bona fide purchaser unless it appears that the
10 subsequent purchaser in such conveyance, or person to
11 be benefitted by such charge, had actual knowledge,
12 constructive notice or reasonable cause to know of the
13 fraud intended

14 Thus, NRS 111.180 was changed to protect a situation where a home is
15 foreclosed on, then sold to a new purchaser and something was wrong with the
16 foreclosure process. The new version protects a purchaser who does not have
17 "actual knowledge, constructive notice of, or reasonable cause to know that there
18 exists a defect in, or adverse rights, title or interest" to the real property. It goes on
19 to protect a bona fide purchaser unless he had "actual knowledge, constructive
20 notice or reasonable cause to know of the fraud intended."
21
22

23 24 IRREGULARITIES PLACED PRECISION ON NOTICE

25
26
27 When the subject properties were transferred by the criminal, Eustacious
28 Bursey, Defendants Precision Assets, Precision Assets, LLC and WFG National

1 Title Insurance Company were on "constructive notice or reasonable cause to know
2 of the fraud intended" as required by NRS 111.180, based on many irregularities.

3
4
5 A. Transaction regarding 50 Sacramento

6 Red Flag #1.

7 HCO RESIDENTIAL, LLC was the buyer from Bursey by contract dated April
8 1, 2019. [Exhibit 38, bates 97 - 102] Bursey hadn't even recorded his fraudulent
9 deed on April 1, 2019; he didn't do that until April 8, 2019. [Exhibit 41, (Exhibit 3)]
10 Dattala emphasizes that this deed is fraudulent and the signature page was placed
11 by Bursey from a different document. On April 12, 2019 for \$110,000 Precision
12 Assets, LLC purchased an "Assignment of Contract" from HCO RESIDENTIAL, LLC.
13 This Assignment was assigning HCO RESIDENTIAL, LLC's interest in a April 1,
14 2019 sales contract Bursey had executed to sell HCO RESIDENTIAL, LLC the 50
15 Sacramento property for \$95,000. Countermovant paid \$110,000 for the property,
16 yielding HCO RESIDENTIAL, LLC a \$15,000 profit. [Exhibit 38, bates # 75 - 76]
17 Addendum # 1 to the Purchase Contract is dated April 1, 2019, eleven days before
18 the Assignment and discusses the tenant residing in the property.
19
20
21

22 Red Flag # 2

23 The sewer bill was in Dattala's name. [Exhibit 38, bates # 78] Avi Segal signed
24 and approved this.
25

26 Red Flag # 3
27
28

1 The property tax bill was in Dattala's name. [Exhibit 38, bates # 79] Avi Segal
2 signed and approved this.

3 Red Flag # 4

4
5 There was a tenant in the property. Avi Segal knew this. [Exhibit 38, bates #
6 56 - 57]

7 Red Flags # 5 -10

8 The deed was in the name of Precision Assets, LLC. [Exhibit 38, bates 24]

9
10 Avi Segal signed the Declaration of Value Form for Precision Assets, LLC
11 [Exhibit 38, bates 27]

12 Escrow instructions were signed in multiple places Avi Segal for Precision
13 Assets, LLC [Exhibit 38, bates # 57]

14 The title insurance policy has the insured named as Precision Assets, LLC
15 [Exhibit 38, bates # 59]

16
17 The assignment of the HCO Residential Contract to Precision Assets, LLC,
18 was NOT assignable, and was signed by Avi Segal. [Exhibit 38, bates # 75 -76]

19
20 The Preliminary Title Report had Precision Assets, LLC as the buyer [Exhibit
21 38, bates # 83] It was approved by Avi Segal for Precision Assets, LLC as the
22 buyer [Exhibit 38, bates # 120] It was received by Avi Segal for Precision Assets,
23 LLC on April 12, 2019 [Exhibit 38, bates # 121], four days after Bursey recorded his
24 fraudulent deed. One Preliminary Title Report dated March 19, 2019 correctly
25 reported John Dattala as the owner [Exhibit 38, bates 122]
26
27
28

1 The Settlement Statement was signed by Avi Segal in the name of Precision
2 Assets, LLC as the buyer [Exhibit 38, bates # 77]

3 Escrow Instructions were signed by Avi Segal for Precision Assets, LLC as the
4 buyer [Exhibit 38, bates # 107 - 110]

5 Buyer Assignment of Beneficial Interest was signed by Avi Segon for
6 Precision Assets, LLC as the buyer [Exhibit 38, bates # 114]

7 Holdback of Funds was signed by Avi Segal for Precision Assets, LLC as the
8 buyer [Exhibit 38, bates # 115 - 116]

9 Buyer Information Form was signed by Avi Segal for Precision Assets, LLC as
10 the buyer [Exhibit 38, bates # 117]

11 Escrow Disclosure was signed by Avi Segal for Precision Assets, LLC as the
12 buyer [Exhibit 38, bates # 119]

13
14
15
16
17 Red flag # 11

18 It is unexplained how on March 19, 2019 the Preliminary Title Report had the
19 property vested in Eustacious C. Bursey [Exhibit 38, bates # 84] when his fraudulent
20 deed was not recorded until April 8, 2019. [Exhibit 40] This was the deed that
21 Bursey took a signature page from another document and attached it to the deed
22 which he recorded, as described above.

23
24 Red Flag # 12

25 Precision had to be aware that Bursey was purchasing the 50 Sacramento
26 Property from Dattala before it obtained the assignment from HCO RESIDENTIAL,
27 LLC because Bursey was NOT the titled owner of the 50 Sacramento property on
28

1 April 1, 2019; the purchase was in the future as the fraudulent Quitclaim Deed had
2 not been recorded at that time. .
3

4
5 B. Transactions involving 59 Sacramento
6

7 Exhibit 39 are selected portions of the 59 Sacramento transaction file. Suffice
8 it to say that there are a lot of similarities with the 50 Sacramento file just different
9 numbers and it happened about two weeks later.
10

11 The property tax records were in the name of Dattala [Exhibit 39, bates 160],
12 as was the sewer bill [Exhibit 38, bates 162]
13

14 Similar assignment from HCO Residential [Exhibit 39, bates # 190 - 191]
15

16 Lots of tenant issues, along with all of Dattala's personal property.
17

18 PRECISION AWARE OF TENANT OCCUPANCY AND LARGE AMOUNTS OF
19 DATTALA'S PERSONAL PROPERTY BEING INSIDE THE HOUSES
20

21 There was a tenant in the 59 Sacramento Property, which Countermovant
22 knew about. There were three separate signed addendums to the purchase
23 agreement addressing the tenant in the 59 Sacramento Property [Exhibit 39]. On
24 April 30, 2019 an ACKNOWLEDGEMENT and a TENANT'S ESTOPPEL
25 CERTIFICATE were signed by Bursey and tenant Jennifer Waggoner despite the
26 lease not even commencing until May 1, 2019 and were provided to WFG. Further,
27 and there was a SUPPLEMENTAL ESCROW INSTRUCTIONS HOLDBACK OF
28

1 FUNDS which, although unsigned, acknowledged the tenancy . [Exhibit 15] The
2 holdback of funds resulted in \$2,500 being held back in the Settlement Statement.

3 [Exhibit 15]
4

5 Even more evidence of Countermovant's knowledge of issues with occupancy
6 and title is set forth in Dattala's July 28, 2020 declaration [Exhibit 42], with a relevant
7 quotation set forth below.
8

9
10 I had a lot of personal property at the Colusa property and the
11 property at 50 Sacramento and at 59 Sacramento. Bursey told me that
12 he had told the buyers of 50 Sacramento and 59 Sacramento, before he
13 signed any documents purporting to transfer his interest in those
14 properties, that my personal property was located in those properties.

15 In early May, 2019 I personally told the person representing
16 himself to be the purchaser of 59 Sacramento that I needed to retrieve
17 my personal property. So in early May, 2019 the owner of 59
18 Sacramento knew that he had my personal property, but he told me to
19 get it out of the dumpster. Over my strong objection, a total of five of the
20 biggest commercial dumpsters were filled with my personal property from
21 59 Sacramento in early May, 2019. They took the same amount from
22 50 Sacramento before that, in April, 2019.
23

24 Red Flag # 13

25 59 Sacramento was filled with Dattala's personal property [Exhibit 39, bates
26 139 -157]
27
28

1 2. NO SELLER REAL PROPERTY DISCLOSURE FORM WAS PROVIDED BY
2 BURSEY TO MOVANT
3
4

5 In discovery Countermovant has produced NO Real Property Disclosure Form
6 for either the 50 Sacramento Property or the 59 Sacramento Property. Bursey was
7 required to provide this to Countermovant pursuant to NRS 113.130. Apparently in
8 the rush between the April 30, 2019 assignment and the closing 3 days later on May
9 2, 2019 this was overlooked on the 59 Sacramento Property. By statute this
10 disclosure cannot be waived.
11
12

13 NRS 113.130 Completion and service of disclosure form before
14 conveyance of property; discovery or worsening of defect after service of
15 form; exceptions; waiver.

16 1. Except as otherwise provided in subsection 2:

17 (a) At least 10 days before residential property is conveyed
18 to a purchaser:

19 (1) The seller shall complete a disclosure form regarding the
20 residential property; and

21 (2) The seller or the seller's agent shall serve the purchaser
22 or the purchaser's agent with the completed disclosure form.

23 ...

24 3. A purchaser of residential property may not waive any of the
25 requirements of subsection 1. A seller of residential property may
26 not require a purchaser to waive any of the requirements of
27 subsection 1 as a condition of sale or for any other purpose.
28

SUMMARY OF RED FLAGS

1 Precision bought a property occupied by a tenant though an assignment of
2 purchase contract. Countermovant was on notice of all facts that a reasonable
3 inspection of the property would have revealed, including the houses were stuffed
4 with someone's personal property. Meanwhile, as proven in undisputed facts set
5 forth in Dattala's MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST
6 EUSTACHIUS C. BURSEY with the hearing heard on September 3, 2020, Dattala
7 was the victim of an ongoing fraud perpetrated by Bursey. Dattala is the only
8 purely innocent party in this lawsuit. Precision bought the properties on full notice of
9 all the red flags, plus it has title insurance to protect it from the very situation which
10 occurred, and has, or should have, incurred no costs.

13 Much of this was discussed at length in Dattala's Motion for Partial Summary
14 Judgment against EUSTACHIUS C. BURSEY heard by the Court on September 3,
15 2020, which motion was GRANTED.

17 Here is a non-exhaustive list of warning signs of which Movant was aware
18 when it bought the properties.

- 21 * There was 10 commercial dumpster loads of personal property in the
22 two houses
- 23 * There was a tenant in the 59 Sacramento Property
- 24 * Countermovant was buying under an Assignment of Contract
- 25 * The Purchase Agreement for the 50 Sacramento Property had been
26 executed before Bursey was the owner of the property
27
28

- 1 * There was no Real Property Disclosure Form provided for either
2 property as required by NRS 113.130.
- 3 * The timing is highly suspicious. Bursey was selling and conveying title
4 by Grant, Bargain and Sale Deeds days after obtaining title by Quit
5 Claim Deeds recorded by himself. Movant signed an assignment for a
6 contract, at least as to the 50 Sacramento Property, which had been
7 created before Bursey even owned the property.

10
11 BONA FIDE PURCHASER STATUTE IS NOT A BLANKET PROTECTION

12
13 Precision seeks to elevate itself to the status of a bona fide purchaser, but
14 ignore the plain wording of NRS 111.75 and also the plain wording of the very
15 statute they rely upon, NRS 11.180. Additionally, Nevada law is clear that "[A] void
16 deed carries no title on which a bona fide purchaser may rely....".

17
18
19 NRS 111.175 Conveyances made to defraud prior or subsequent
20 purchasers are void. Every conveyance of any estate, or interest in
21 lands, or the rents and profits of lands, and every charge upon lands, or
22 upon the rents and profits thereof, made and created with the intent to
23 defraud prior or subsequent purchasers for a valuable consideration of
24 the same lands, rents or profits, as against such purchasers, shall be
25 void.

1 NRS 111.180 Bona fide purchaser: Conveyance not deemed fraudulent
2 in favor of bona fide purchaser unless subsequent purchaser had actual
3 knowledge, constructive notice or reasonable cause to know of fraud.

- 4 1. Any purchaser who purchases an estate or interest in any real
5 property in good faith and for valuable consideration and who
6 does not have actual knowledge, constructive notice of, or
7 reasonable cause to know that there exists a defect in, or adverse
8 rights, title or interest to, the real property is a bona fide
9 purchaser.
- 10 2. No conveyance of an estate or interest in real property, or charge
11 upon real property, shall be deemed fraudulent in favor of a bona
12 fide purchaser unless it appears that the subsequent purchaser in
13 such conveyance, or person to be benefited by such charge, had
14 actual knowledge, constructive notice or reasonable cause to
15 know of the fraud intended.

16 The Court in U.S. Bank, Nat'l Ass'n v. Res. Grp. 135 Nev. Ad. Op 26 @ 7
17 9(July 3, 2019) was VERY clear, citing to the Bank of Am., N.A. v. SFR Invs. Pool 1,
18 LLC decision a year earlier, about a void sale.

19
20
21 A void sale, in contrast to a voidable sale, defeats the competing
22 title of even a bona fide purchaser for value. Bank of Am., N.A. v. SFR
23 Invs. Pool 1, LLC, 134 Nev., Adv. Op. 72, 427 P.3d 113, 121 (2018), as
24 amended on denial of reh'g (Nov.13, 2018)

25
26 Below is the relevant portion of decision in Bank of Am., N.A. v. SFR Invs.
27 Pool 1, LLC, 134 Nev. 604, 613, 427 P.3d 113, 122 (Nev., 2018)

1 A party's status as a BFP is irrelevant when a defect in the
2 foreclosure proceeding renders the sale void. See Henke v. First S.
3 Props., Inc., 586 S.W.2d 617, 620 (Tex. App. 1979) ("[T]he doctrine of
4 good faith purchaser for value without notice does not apply to a
5 purchaser at the void foreclosure sale."); see also Baxter Dunaway,
6 Trustee's Deed: Generally, 2 L. of Distressed Real Est. § 17:16 (2018)
7 ("A void deed carries no title on which a bona fide purchaser may
8 rely...."). Because a trustee has no power to convey an interest in land
9 securing a note or other obligation that is not in default, a purchaser at a
10 foreclosure sale of that lien does not acquire title to that property
11 interest. See id.; cf. Deep v. Rose, 234 Va. 631, 364 S.E.2d 228 (1988)
12 (when defect renders a sale wholly void, "[n]o title, legal or equitable,
13 passes to the purchaser").

14 How much more void can a transfer get than being a result of a criminal
15 scheme?

16
17 This is exactly why buyers purchase title insurance. To protect against a fraud
18 in the chain of title, as happened in this case. So they can recover the cost of the
19 real estate they purchased if that happens. Countermovant's argument is the
20 Sergeant Schultz defense of "I see nothing", but that defense fails under Nevada
21 law.
22

23 Bolstering this conclusion is the clear language of NRS 111.175. The title
24 sums it up. "Conveyances made to defraud prior or subsequent purchasers are
25 void." Bursey's fraudulent deeds were made to defraud a prior purchaser, namely
26 John Dattala. Bursey's fraudulent deeds were made to defraud subsequent
27 purchasers, namely Countermovant and all of its/their subsequent purchasers, like
28

1 Acry Development, LLC. The statute is so clear that there have be no cases citing it
2 since its enactment in 1960.

3
4
5 **FACTUAL FINDINGS REQUIRED**
6

7 Adopting Precision's argument would be granting it/them a windfall by
8 retaining property which was stolen from Dattala. And WFG is the real winner since
9 it collected a fee to issue title insurance, and then wouldn't have to pay it's insured.
10

11 Plaintiff has outlined above the red flags which Precision knew about prior to
12 purchasing the subject properties. Precision's own expert lists the deficiencies of it's
13 title agent, WFG, which should be imputed directly to Precision.
14

15 The knowledge of an agent is imputed to the principal. Stated differently, when
16 an agent acquires knowledge in the course of his or her employment, the principal is
17 held to have constructive knowledge of such information. Meier v. Pastuisaca, 2004
18 Mass. App. Div. 96, 2004 Mass. App. Div. LEXIS 30
19

20 Precision cannot stick it's head in the sand and demand to retain stolen
21 property, which is exactly what is asks this Court to allow.

22 These are all factual questions which must be presented to a jury. All that's
23 required under NRS 111.180(2) is "constructive notice or reasonable cause to know
24 of the fraud intended." These are factual issues; "constructive notice or reasonable
25 cause to know of the fraud."
26
27
28

1 CONCLUSION

2
3 Numerous factual issues are set forth in this Opposition. The case needs to be
4 tried by a jury before judgment can be entered. Precision's own expert witness
5 expresses an opinion about it's title agent, WFG, being presented with red flags. All
6 unbeknownst to Dattala.
7

8
9 /s/ Benjamin B. Childs
10

11 BENJAMIN B. CHILDS, ESQ.
12 NEVADA BAR # 3946
13 Attorney for Plaintiff

14 Exhibits	Bates #
15 37. Order filed January 27, 2021	
16 38. Docs re purchase of 50 Sacramento [Selected documents, referenced bates # 17 are in lower left]	23 - 135
18 39. Docs re purchase of 59 Sacramento	136 - 203
19 40. Fraudulent deed recorded by Bursey on April 8, 2019 by switching signature page	
20 41 Bonita Spencer deposition with exhibits	
21 42 Dattala declaration	1 - 4
22 43 Ronald Bloeker expert witness report	1 - 28

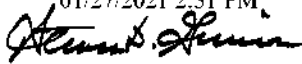
23 CERTIFICATE OF SERVICE

24 This OPPOSITION TO PRECISION ASSETS' MOTION FOR SUMMARY
25 JUDGMENT, with exhibits, was served through the Odyssey File and Serve system
26 to opposing counsel and Mr. Bursey at filing. Electronic service is in lieu of mailing.
27 /s/ Benjamin B. Childs, Sr.

28 BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

EXHIBIT 37 EXHIBIT 37

EXHIBIT 37 EXHIBIT 37


CLERK OF THE COURT

ORDR

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(702) 251 0000
Fax 385 1847
ben@benchilds.com
Attorney for Plaintiff/Counterdefendant

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 JOHN DOES 1 through 5
inclusive and ROE CORPORATIONS I through X

Defendants

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

Chambers Decision
January 13, 2021

AND RELATED ACTIONS

ORDER GRANTING IN PART PLAINTIFF'S MOTION TO FILE SECOND
AMENDED COMPLAINT AND DENYING PRECISION ASSETS'
COUNTERMOTION FOR SUMMARY JUDGMENT

Plaintiff/Counterdefendant's Motion to File Second Amended Complaint (the
"Motion") and Defendant/Counterclaimant Precision Assets' Opposition and
Counter-motion for Summary Judgment (the "Counter-motion") and
Defendant/Crossclaimant Acry Development LLC's Joinder to the Counter-motion
(the "Joinder"); and Plaintiff's Reply to the Opposition and Opposition to the
Counter-motion ("Plaintiff's Reply") and Defendant/Counterclaimant Precision
Assets' Reply to Plaintiff's Reply ("Precision Assets' Reply") were decided on
January 13, 2021 by the Honorable Adriana Escobar, Department 14 of the Eighth

Page 1 of 7

Dattala Writ
Petitioner's Appendix
Page 748 of 1392

1 Judicial District Court. Having considered the pleadings of counsel the Court
2 vacated the hearing and makes the following Orders.

3
4 1. PLAINTIFF/COUNTERDEFENDANT'S MOTION TO FILE SECOND
5 AMENDED COMPLAINT
6

7 A motion for leave to amend is left to the sound discretion of the trial judge,
8 and the trial judge's decision will not be disturbed absent an abuse of discretion.
9 University & Cmty. Coll. Sys. v. Sutton, 120 Nev. 972, 988 (2004).

10 Under NRCP 15(a)(2), "[t]he court should freely give leave when justice so requires."

11 Motions for leave to amend a pleading ought to be granted unless a strong reason
12 exists not to do so, such as prejudice to the opponent or lack of good faith by the
13 moving party. Nutton v. Sunset Station, Inc., 131 Nev. 279, 284 (Nev. App. 2015);
14 see also Stephens v. S. Nev. Music Co., 89 Nev. 104, 105-06 (1973) ("[I]n the absence
15 of any apparent or declared reason such as undue delay, bad faith or dilatory motive
16 on the part of the movant the leave sought should be freely given. Here, Plaintiff's
17 Motion is timely filed the deadline to amend the pleadings was November 18, 2020.
18 Plaintiff seeks to amend the complaint to clarify the parties and causes of action,
19 including but not limited to:

20 (1) removing Bonita Spencer from the caption and from all causes of action due
21 the April 24, 2020, stipulation between the parties dismissing Spencer from the
22 case,

23 (2) adding Precision Assets, LLC because Plaintiff contends it is a necessary
24 party since it is the record owner of the 50 Sacramento property

25 (3) adding Avi Segal as a defendant pursuant to NRS 86.361, and

26 (4) adding that Ownership and financial issues regarding the Colusa Property
27 were resolved by FINDINGS OF FACTS, CONCLUSIONS OF LAW AND
28

1 JUDGMENT filed in this case on October 15, 2020.

2
3 This Court does not permit Plaintiff to amend the complaint to add Precision
4 Assets, LLC as a defendant as this entity does not exist. Regarding all other
5 requested amendments, this Court finds that Plaintiff should freely be given leave to
6 amend his complaint.

7 Based on the foregoing, this Court DENIES IN PART Plaintiff's Motion as to
8 adding Precision Assets LLC as a defendant and GRANTS IN PART Plaintiff's
9 Motion as to all other requested amendments. The authorized amendments are set
10 forth below.

- 11 1. Clarifying the parties and adding parties.
 - 12 a. Remove Bonita Spencer from the caption and from all causes of
 - 13 action. The parties filed a written stipulation on April 24, 2020
 - 14 memorializing that she as dismissed from the action.
 - 15 b. Add Avi Segal as a defendant pursuant to NRS 86.361.
- 16 2. Add factual allegations against Defendant Lillian Medina
- 17 3. Memorialize that title to 4029 Colusa Circle Las Vegas, NV 89110 has
- 18 been adjudicated by the Judgment filed October 15, 2020.
- 19 4. Based on the removal of the Colusa Circle property title dispute,
- 20 Dattala's monetary damages have been recalculated.
- 21 5. The fifth cause of action for common law fraud against Bursey has been
- 22 removed as being resolved by the Judgment.
- 23 6. The eighth cause of action for civil conspiracy against Bursey and Bonita
- 24 Spencer has been removed as Ms. Spencer was dismissed from the action
- 25 by written stipulation filed on April 24, 2020.
- 26 7. The ninth cause of action for NEGLIGENCE PER SE against Bonita
- 27 Spencer has been removed as Ms. Spencer was dismissed from the action
- 28

1 by written stipulation filed on April 24, 2020.

2 8. The tenth cause of action for BREACH OF CONTRACT against Bursey
3 has been removed as being resolved by the Judgment.

4 9. The eleventh cause of action [which was incorrectly numbered in the
5 First Amended Complaint as the fourteenth cause of action] for
6 BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR
7 DEALING against Bursey has been removed as being resolved by the
8 Judgment.

9 10. Ms. Spencer has been removed from the allegations of the RICO cause
10 of action, based on her dismissal as a party.

11
12 Plaintiff shall file his Second Amended Complaint within fourteen days of the
13 entry of this Order.

14 The Court notes that the re-recorded Deed, attached as Exhibit A to Defendant
15 s Countermotion, should reflect Precision Assets, not Precision Assets LLC, of which
16 the LLC portion was not crossed out.

17
18 2. DEFENDANT/COUNTERCLAIMANT/CROSSDEFENDANT PRECISION
19 ASSETS' COUNTERMOTION FOR SUMMARY JUDGMENT
20

21 Summary judgment is proper when there is no genuine issue of material fact
22 and the movant is entitled to judgment as a matter of law. NRCP 56(c).

23 "Summary judgment is appropriate . . . when the pleadings, depositions, answers to
24 interrogatories, admissions, and affidavits, if any, that are properly before the court
25 demonstrate that no genuine issue of material fact exists, and that the moving party is
26 entitled to judgment as a matter of law." Wood v. Safeway, Inc., 121 Nev. 724, 731
27 (2005).

1 The substantive law controls which factual disputes are material and will
2 preclude summary judgment; other factual disputes are irrelevant. Id.

3 A factual dispute is genuine when the evidence is such that a rational trier of fact
4 could return a verdict for the nonmoving party. Wood, 121 Nev. 724, 731.

5 The nonmoving party must, by affidavit or otherwise, set forth specific facts
6 demonstrating the existence of a genuine issue for trial or have summary judgment
7 entered against him. Id. at 732.

8 When the nonmoving party bears the burden of proving the claim or defense,
9 the moving party can meet its burden in two ways:

10 (1) by presenting evidence to negate an essential element of the nonmoving
11 party's case; or

12 (2) by demonstrating that the nonmoving party failed to make a showing
13 sufficient to establish an element essential to that party's case on which that
14 party will bear the burden of proof at trial.

15 In such instances, in order to defeat summary judgment, the nonmoving party
16 must transcend the pleadings and, by affidavit or other admissible evidence, introduce
17 specific facts that show a genuine issue of material fact. Cuzze v. Univ. & Cmty. Coll.
18 Sys. of Nevada, 123 Nev. 598, 602-03 (2007).

19 Here, Precision Assets seeks summary judgment as to Plaintiff's claims for
20 quiet title and declaratory relief regarding the 50 Sacramento and 59 Sacramento
21 properties. Precision Assets contends there is no evidence that it had any role in the
22 alleged fraudulent conduct at issue in this case. Precision Assets additionally asserts
23 that Plaintiff failed to allege that Precision Assets knew or should have known of
24 other parties alleged fraud, much less that Precision Assets engaged in such fraud.

25
26 NRS 111.180(1) provides :

27 Any purchaser who purchases an estate or interest in any real
28

1 property in good faith and for valuable consideration and who does not
2 have actual knowledge, constructive notice of, or reasonable cause to
3 know that there exists a defect in, or adverse rights, title or interest to,
4 the real property is a bona fide purchaser.
5

6 Precision Assets argues it is a bona fide purchaser of the subject properties
7 under NRS 111.180 for two reasons. First, Precision Assets claims it paid valuable
8 consideration for the properties. Second, Precision Assets asserts that there is no
9 evidence establishing that Precision Assets had actual, constructive, or reasonable
10 cause to know the alleged fraud or Plaintiff's interest in the subject properties.

11 Upon thorough review of the pleadings and accompanying exhibits, this Court
12 finds there is a genuine issue of material fact as to whether Precision Assets had
13 actual knowledge, constructive notice of, or reasonable cause to know of any defects
14 in, or adverse rights, title, or interest to, the subject property. Accordingly, this Court
15 DENIES the Countermotion and Joinder and VACATES the hearing.
16

17 ///

18
19 ///

20
21 ///

22
23 ///

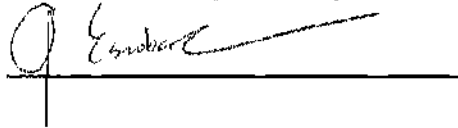
24
25 ///

26
27 ///

Counsel for Plaintiff is directed to prepare a detailed proposed order.
Defendant/Counterclaimant Precision Assets and Defendant/Crossclaimant ACRY
DEVELOPMENT LLC must approve as to form and content.

IT IS SO ORDERED.

Dated this 27th day of January, 2021



55A 9B6 C1AE 50DF
Benjamin B. Childs Dated and Submitted by :
District Court Judge

/s/ Benjamin B. Childs

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
Attorney for Plaintiff/Counterdefendant John Dattala

Approved as to form and content :

THE BALL LAW GROUP

/s/ Zachary T. Ball

Zachary T. Ball, Esq. (SBN 8364)
Attorneys for Defendant/Counterclaimant Precision Assets

Approved as to form and content :

LAW OFFICES OF JOHN BENEDICT

/s/ John Benedict

John Benedict, Esq. (SBN 5581)
Attorneys for Defendant Acry Development, LLC and
Crossclaimant Precision Assets

Re: Dattala - Order to Amend Complaint

Zachary Ball <zball@balllawgroup.com>

Fri 1/22/2021 2:41 PM

To: Ben Childs <ben@benchilds.com>

Approved – please add my esig and submit to the court.

Thank you.

Zach

* Please note our new address:



BALL LAW

THE BALL LAW GROUP

1935 Village Center Circle

Suite 120

Las Vegas, Nevada 89134

(702) 303-8500 (phone)

zball@balllawgroup.com

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Petitioner's Affidavit
Page 755 of 1392

From: Ben Childs <ben@benchilds.com>

Date: Friday, January 22, 2021 at 2:10 PM

To: Zachary Ball <zball@balllawgroup.com>

Subject: Fw: Dattala - Order to Amend Complaint

zball@balllawgroup.com

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From: John Benedict <John@benedictlaw.com>
Sent: Friday, January 22, 2021 2:01 PM
To: Ben Childs <ben@benchilds.com>; zball@balllawgroup.com <zball@balllawgroup.com>
Subject: Re: Dattala - Order to Amend Complaint

Look great, Ben, thank you for cleaning up those references.
You may affix my e-signature to this Order and submit it.
Thanks.

Sincerely,
John Benedict, Esq.
Martindale-Hubbell® Preeminent Peer Review RatingTM
with Very High Criteria for General Ethics

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From: Ben Childs <ben@benchilds.com>
Sent: Friday, January 22, 2021 1:43 PM
To: John Benedict <John@benedictlaw.com>; zball@balllawgroup.com <zball@balllawgroup.com>
Subject: Re: Dattala - Order to Amend Complaint

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Sent: Friday, January 22, 2021 1:40 PM
To: Ben Childs <ben@benchilds.com>; zball@balllawgroup.com <zball@balllawgroup.com>
Subject: Re: Dattala - Order to Amend Complaint

2 more places (highlighted)- sorry but there has been so much controversy over parties, I want to get it right.
TV

Sincerely,
John Benedict, Esq.
Martindale-Hubbell® Preeminent Peer Review Rating™
with Very High Criteria for General Ethics

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From: Ben Childs <ben@benchilds.com>
Sent: Friday, January 22, 2021 1:37 PM
To: John Benedict <John@benedictlaw.com>; zball@balllawgroup.com <zball@balllawgroup.com>
Subject: Re: Dattala - Order to Amend Complaint

I fixed it.

BENJAMIN B. CHILDS, ESQ.
318 S. Maryland Parkway
Las Vegas, NV 89101
(702) 251 0000
Fax 385 1847
ben@benchilds.com

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From: John Benedict <John@benedictlaw.com>
Sent: Friday, January 22, 2021 1:33 PM
To: Ben Childs <ben@benchilds.com>; zball@balllawgroup.com <zball@balllawgroup.com>
Subject: Re: Dattala - Order to Amend Complaint

Thanks - the only thing I see is in Zach's signature block it still shows Precision Assets as a "Cross Defendant" - I don't remember that being the case.

Please advise.

Sincerely,
John Benedict, Esq.
Martindale-Hubbell® Preeminent Peer Review Rating™
with Very High Criteria for General Ethics

Law Offices of John Benedict
2190 E. Pebble Rd. Suite 260
Las Vegas, NV 89123
tel. (702) 333-3770
Fax (702) 361-3685

cc: John Benedict
cc: Ben Childs
cc: zball@balllawgroup.com
cc: zball@balllawgroup.com

This communication is CONFIDENTIAL and protected by the Attorney-Client Privilege and/or Attorney Work Product. It is intended solely for the addressee listed above. Anyone not listed above, or who is not an agent authorized to receive it for delivery to an addressee, is not authorized to read, disseminate, forward, copy, distribute, or discuss its contents, or any part thereof. Anyone else must immediately delete the message, and reply to the sender only, confirming you have done so.

From: Ben Childs <ben@benchilds.com>
Sent: Friday, January 22, 2021 12:37 PM
To: John Benedict <John@benedictlaw.com>; zball@balllawgroup.com <zball@balllawgroup.com>
Subject: Dattala - Order to Amend Complaint

Just so there's a clear record, I'm sending a new email attaching the approved Order. If you both can respond authorizing electronic signature or sign the order and return.

Thanks.

BENJAMIN B. CHILDS, ESQ.
318 S. Maryland Parkway
Las Vegas, NV 89101
(702) 251 0000
Fax 385 1847
ben@benchilds.com

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1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 John Dattala, Plaintiff(s)

CASE NO: A-19-794335-C

7 vs.

DEPT. NO. Department 14

8 Eustachius Bursey, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 1/27/2021

15 **DEFAULT ACCOUNT**

NVefile@wrightlegal.net

16 Lisa Cox

lcox@wrightlegal.net

17 Aaron Lancaster

alancaster@wrightlegal.net

18 Joel Hansen

efile@hansenlawyers.com

19 Benjamin Childs

ben@benchilds.com

20 Dale Kleven

lawdocs@hrlnv.com

21 Dale Kleven

dale@hrlnv.com

22 John Benedict

john@benedictlaw.com

23 Jacqueline Gaudie

jacqueline@benedictlaw.com

24 Thomas Fronczek

tohy@relieflawyersnv.com

25 Dale Kleven

legaldocs@relieflawyersnv.com

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Kim McGowan	kimm@relieflawyersnv.com
Bonita Spencer	bonitafoontainespencer@yahoo.com
Kyle Dziminski	kyle@dziminskilaw.com
Brian Dziminski	brian@dziminskilaw.com
Angelyn Cayton	Angelyn@benedictlaw.com
Office Admin	office.admin@benedictlaw.com
Eustacius Bursey	ebursey87@icloud.com
Zachary Ball	zball@balllawgroup.com

EXHIBIT 38 EXHIBIT 38

EXHIBIT 38 EXHIBIT 38

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

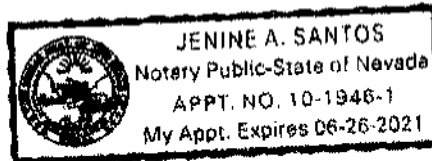


EXHIBIT "A"
LEGAL DESCRIPTION

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/Townhse

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:

\$85,000.00

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

\$85,000.00

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. BURSEY

Print

Precision Assets, LLC

Address: 50 Sacramento Drive

Name: _____

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: _____

<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 # _____

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. BURSEY

Capacity Grantor

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print

Name: EUSTOCHIUS 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

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 (480) 418-1337

Hi Cody, This is Maria w/ HCO. I've
been told seller has moved out of 59
Sacramento. Can u have someone
confirm vacancy?

Hi Cody, This is Maria w/ HCO. I've
been told seller has moved out of 59
Sacramento. Can u have someone
confirm vacancy?

Yes.. sorry

Seller lives down the street. So let
me know when you want to confirm
and I'll have him meet you

I take that back, tenant will be out
on the 1st

+1 (480) 418-1337

Hi Cody, what time can you get
someone to 50 Sacramento to
confirm vacancy?



Attala Writ

Petitioner's Appendix

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+1 (480) 418-1337

I take that back, tenant will be out
on the 1st

Hi Cody, what time can you get

someone to 50 Sacramento to
confirm vacancy?

The seller will be meeting you

Let me know a time and I'll relay to
seller

Hi Cody, I will be meeting with the
seller on the 1st of the month to
confirm the vacancy.

So sorry just now seeing this

Once vacancy is confirmed on 50
Sacramento, can you please send
me an email instructing me to
release holdback because property
is vacant

Hi Cody, I will be meeting with the

Hi Cody,



Attala Writ

Petitioner's Appendix

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+1 (480) 418-1337

Let me know a time and I'll relay to seller

So sorry just now seeing this

Once vacancy is confirmed on 50 Sacramento, can you please send me an email instructing me to release holdback because property is vacant

+1 (480) 418-1337

Resend you the Addendum to assignment

+1 (480) 418-1337

Hi Cody, Can you please instruct title to release to record?

[Handwritten signature]

+1 (480) 418-1337

Dani isn't in the office to sign it..

5



Attala Writ

Petitioner's Appendix

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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")

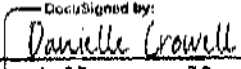
hereby mutually agree to amend said Agreement as follows:

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.

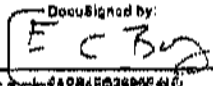
All other terms and conditions of the Purchase and Sale Agreement to remain the same.

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: _____



**ESCROW INSTRUCTIONS
RELEASE OF FUNDS HELD**

To: WFG National Title Insurance Company, ("Escrow Agent" or "WFG")
Re: 19-274858

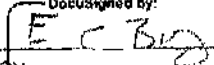
The undersigned herein authorize and instruct Escrow Agent to release any and all funds on hold in the above referenced escrow ("Escrow") to Seller.

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
2AEB4EC3608E41F

Buyer:

Date: _____

Precision Assets, LLC

DocuSigned by:

By: _____ Date: May 1, 2019
25C0E79CFC8B4A3



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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Segal Deposition 12/16/2020

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Dattala Writ

PRECISION0076
Petitioner's Appendix

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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

Form No. 3155400

ALTA Owner's Policy
Revised 06-17-06

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AMERICAN
LAND TITLE
ASSOCIATION

Segal Deposition 12/16/2020

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PRECISION
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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.

Form No. 3155400

ALTA Owner's Policy
Revised 06-17-06

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LAND TITLE
ASSOCIATION

Segal Deposition 12/16/2020

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Dattala Writ
PRECISION
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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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Segal Deposition 12/16/2020

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AMERICAN
LAND TITLE
ASSOCIATION

Dattala Writ

PRECISION0079

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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 protectionif 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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AMERICAN
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ASSOCIATION

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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
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: _____
Date: Apr 9, 2019

Assignee: DocuSigned by:
Avi Segal
75C0E78CFC864A3

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"): \$,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:

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DocuSigned by:
Jared Vidales
121AA8567282496

Assignor: _____

Jared Vidales

Name: _____

Date: Apr 12, 2019

DocuSigned by:
Avi Segal
25CDE79CF0864A3

Assignee: _____

Avi Segal

Name: _____

Date: Apr 12, 2019

File No./Escrow No.: 19-274556
Officer/Escrow Officer: Jenine SantosWFG National Title Insurance
Company
7460 Arroyo Crossing Pkwy, Suite
270
Las Vegas, NV 89113
(702) 777-8282Property Address: 80 SACRAMENTO DRIVE
LAS VEGAS, NV 89110 (CLARK)
(140-31-817-043)Borrower: PRECISION ASSETS, LLC
8700 Paradise Rd
Ste A-1
Las Vegas, NV 89119

Lender:

Settlement Date:
Disbursement Date: 4/15/2019

Description	P.O.C.	Debit	Credit
Disburse, Credits, Debits			
Contract fees prior		\$85,000.00	
Deposit or Earned Money			\$5,000.00
Prorations			
Owner (Trak) 4/15/2018 to 4/15/2019 @ \$44.76/Quarter		\$22.88	
City/Town Taxes 4/15/2018 to 4/15/2019 @ \$63.07/Quarter		\$11.50	
County Taxes 4/15/2018 to 7/1/2018 @ \$453.43/Year		\$97.76	
Title Charges			
Owner's closing fee \$85,000.00 Prorated to WFG National Title Insurance Company		\$456.00	
Settlement 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		\$40.00	
Recording fees: Deed \$40.00		\$40.00	
County Investment: Page \$484.50		\$484.50	
Recording Fee to WFG National Title Insurance Company		\$25.00	
Additional Settlement Charges			
Payoff: Special to City of Las Vegas		\$15,000.00	
Buyer Assignment Fee to HCO Residential LLC		\$0.00	
	P.O.C.	Debit	Credit
Subtotals		\$111,675.61	\$5,000.00
Due From Borrower			\$106,675.61
Totals		\$111,675.61	\$111,675.61

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

LAS VEGAS NEVADA 891

WELCOME TO THE CITY OF

Sewer Payoff

Your Sewer Bill

Enter your Sewer Account or Parcel Number.

Do not enter dashes. EX: 0123456789

14031817043

Service Address

Street Number Street Name

50

Sac

SIGNED AND APPROVED

X

Q Search

Clear

Parcel Number:

14031817043

Sewer Account:

7859333333

Name on Account:

DATTALA JOHN

Tax Roll:

Not Applicable

Total Due:

\$339.50

Latest quarterly bill was \$63.97

Service Address	Type of Service	Bill Cycle Period	Past Due	Current Charge	Penalty	Payoff Balance
50 SACRAMENTO DR	Lien	8/1/2018 to 4/30/2019	\$ 275.53	\$ 0.00	\$ 0.00	\$ 275.53
50 SACRAMENTO DR	Sewer	5/1/2019 to 7/31/2019	\$ 0.00	\$ 63.97	\$ 0.00	\$ 63.97

SEWER SERVICES INFORMATION

- The website shows accounts in real-time balances with the current Billing Cycle. The due date is the first day of the current Billing Cycle. A 15% penalty will be assessed 15 days after the due date. Liens are assessed when accounts are delinquent over \$200. All properties stay in the legal owners name at all times. Bankruptcy is not included in the total due and must be added to pay the account in full. To ensure accurate payoff information add the payoff balance columns for total amount to remit to the City of Las Vegas. Accounts with a balance owed or a credit on the account are to be prorated by the title company for the buyer and the seller.

Laura B. Fitzpatrick Clark County Treasurer

Print

Property Account Inquiry - Summary Screen

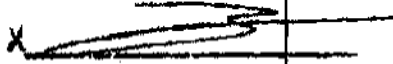
New Search	Recorder	Treasurer	Assessor	Clark County Home		
Parcel ID	140-31-817-043	Tax Year	2019	District	200	Rate
Site Address:	50 SACRAMENTO DR LAS VEGAS					
Legal Description:	ASSESSOR DESCRIPTION: MEADOW HOMES UNIT #1 PLAT BOOK 7 PAGE 5 LOT 28 BLOCK 2 GEOD. PT SW 1/4 SEC 31 T20 S2					

Status:	Property Characteristics	Property Values	Property Documents
Active	Tax Cap Increase Pct. 4.2	Land 14700	92073001286 7/30/1992
Taxable	Tax Cap Limit Amount 463.43	Improvements 9053	
	Tax Cap Reduction 315.24	Total Assessed Value 23753	
	Land Use 1-10 Single Family Residential	Net Assessed Value 23753	
	Cap Type OTHER	Exemption Value New Construction 0	
	Acres 0.1400	New Construction - Supp Value 0	
	Exemption Amount 0.00		

Role	Name	Address	Since	To
Owner	DATTALA JOHN	50 SACRAMENTO DR, LAS VEGAS, NV 89110-4446 UNITED STATES	4/26/2008	Current

Summary	
Item	Amount
Taxes as Assessed	\$778.67
Less Cap Reduction	\$315.24
Net Taxes	\$463.43

SIGNED AND APPROVED

X 

PAST AND CURRENT CHARGES DUE TODAY		Amount Due Today
Tax Year	Charge Category	
THERE IS NO PAST OR CURRENT AMOUNT DUE as of 4/4/2019		\$0.00

NEXT INSTALLMENT AMOUNTS		Installment Amount Due
Tax Year	Charge Category	
THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 4/4/2019		

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

http://web.co.clarknv.us/results_public1.asp

1/2

4/4/2019

Search Tab

Tax Year	Charge Category	Remaining Balance Due
THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 4/4/2019		
PAYMENT HISTORY		
Last Payment Amount		\$363.78
Last Payment Date		2/19/2019
Parcel Tax Year Payments		\$481.42
Prior Calendar Year Payments		\$139.99
Current Calendar Year Payments		\$363.78
Printable Page		
Click Here for Printable Page		
New Search	Recorder	Treasurer
Assessor	Clark County Home	

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.

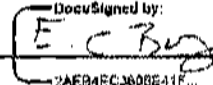
If the seller holds over past the expiration of the Rental Period outlined above, the seller will be charged \$ 100.00 _____. This amount will be deducted from the holdback and released to the buyer directly from escrow. This will be released to the seller upon the vacancy of the premises by the Seller.

- 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:**

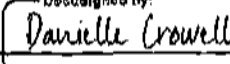
- N. **SIGNATURES:** The parties have signed and delivered this contract in duplicate on the date noted at the beginning of this contract.

Seller:

DocuSigned by:

2AEB4EC3608E41F...
Name: Eustachius Bursey
Date: Apr 4, 2019

HCO Residential, LLC
Leaseback Agreement

Buyer:

DocuSigned by:

DSFC91A20A7F434...
Name: Danielle Crowell
Date: Apr 3, 2019

Buyer Initials 
Seller Initials 



WFG National Title Insurance Company
a Wilson 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)	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:

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 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 I

- 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.

PURCHASE CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE**A. PARTIES:**

This Real Estate Purchase Agreement (the "Agreement") is by and between:

MCO Residential, LLC ("Buyer") his agents, and/or assigns and

~~XXXXXXXXXX~~ Eustachius Busey ("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@wfgnationaltitle.com

Buyer Initials

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Seller Initials

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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



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.

1. **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.

3. **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

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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 proceeding 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



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/~~Nebraska~~

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: ~~James Murray~~ EUSTACHIOS BUESER
Title: OWNER
Date: 4/10/19

Buyer:

Designated by:
Jared Vinales
121AA967262486
Name: HCO Residential, LLC
Title: _____
Date: Apr 1, 2019

Seller:

Name: _____
Title: _____
Date: _____

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Seller Initials

ECB



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 6132B
		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	AP
⑈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

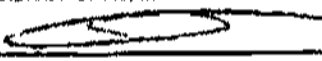
By:  Date: 4/12/19

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 Bursay

Buyer:

Date: _____

Precision Assets, LLC

By: _____

Date: 4/12/19



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 Assets, 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: 4/4/19

Precision Assets, LLC

By: _____



WFG National Title Insurance Company
a Wilshire Financial Group company

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 FOLLOWING 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. OFF. 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



WFG National Title Insurance Company
a Welltower Financial Group company

ESCROW DISCLOSURE FUNCTION OF ESCROW AGENT

Escrow No.: 19-274866
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 _____ Date 4-12-19

Page 1
7450 Arroyo Crossing Parkway, Suite 270 Las Vegas, NV 89113
(702) 777-8292



WFG National Title Insurance Company
a Williston Financial Group company

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



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.

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: \$98,000.00

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:

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:	\$483.43
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:	<u>View Taxes</u>

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 60 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 89146

Phone: (702) 728-6295

Fax: (702) 875-4823

Email: tmiramontes@wfgnationaltitle.com

EXHIBIT 39 EXHIBIT 39

EXHIBIT 39 EXHIBIT 39

From:
Sent:
To:
Subject:

Fwd: 59 N Sacramento Dr, Las Vegas, NV 89110, USA

This message is from an external sender. Use caution when opening links & attachments.

----- Forwarded message -----

From: Perry Lowe <dlowe@equityconnect.com>
Date: Mon, Apr 22, 2019 at 11:48 AM
Subject: 59 N Sacramento Dr, Las Vegas, NV 89110, USA
To: Avi Segal <asegal@equityconnect.com>

59 N Sacramento Dr, Las Vegas, NV 89110, USA

Call: 1-800-222-2222

*Wholesale Price: \$12,000
As Is Repair Value: \$210,000*

- 4 Bed, 2 baths, 1 Car Garage
- 1,170-sq/ Living Area (per tax records)
- 1963 Year Build
- Tenant to be inherited by the buyer at \$900/Month
- Contact Perry for Access

Call Perry at 480-489-4297

Equity Connect - Wholesale Properties


Perry Lowe
480-489-4297
dlowe@equityconnect.com

Sent to: asegal@equityconnect.com

[Subscribe](#)

Please note: Effective immediately our new physical & mailing address is: 410 S Rampart Blvd #390, Las Vegas, NV 89145

CHECK OUT OUR LISTINGS

 <http://bit.ly/PrecisionPromo>



Cody Raynoha

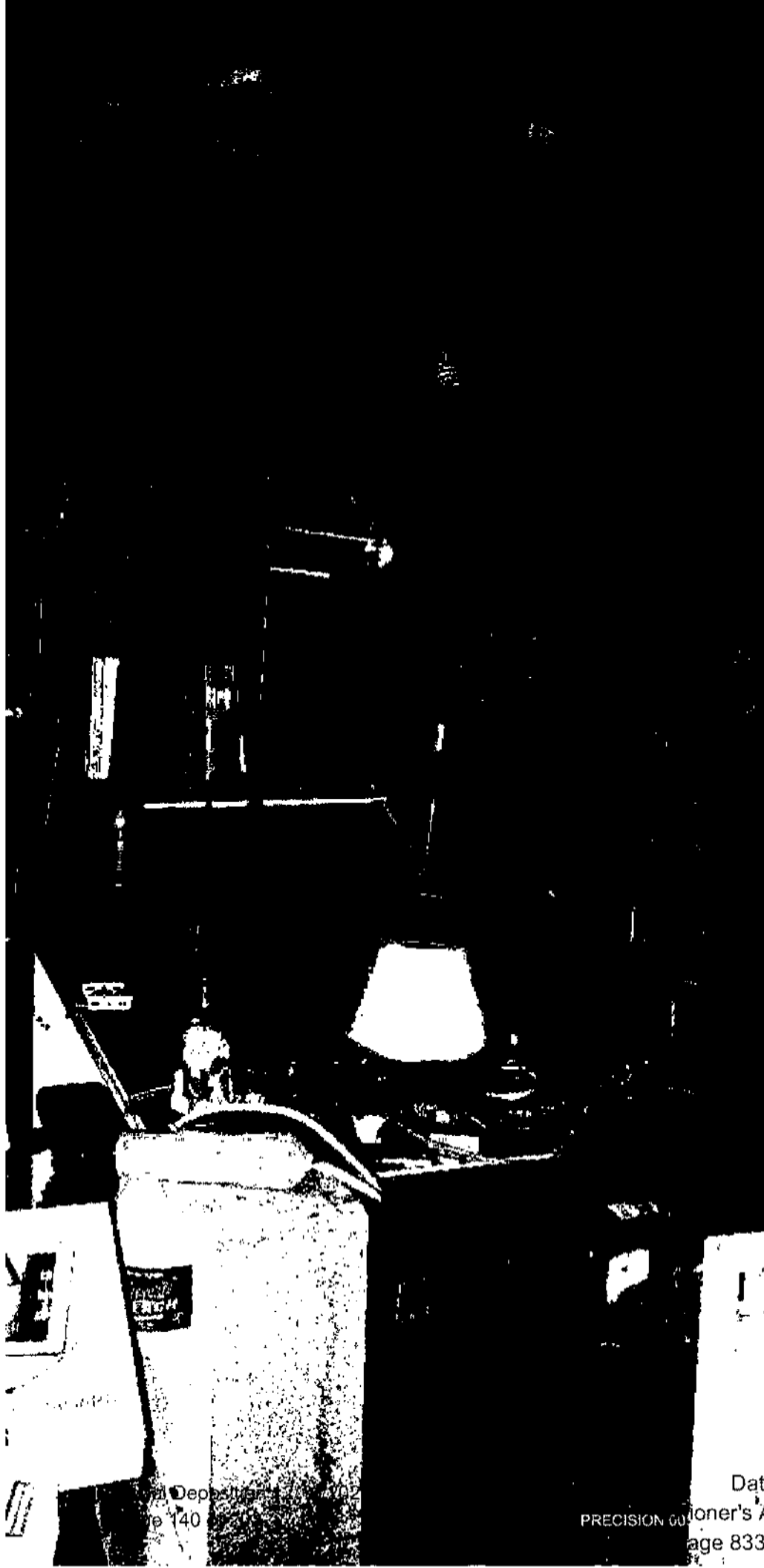
Acquisitions, Realtor

Cell: (702)271-0875

Fax: (702)987-0272

410 S Rampart Blvd #390
Las Vegas, NV 89145



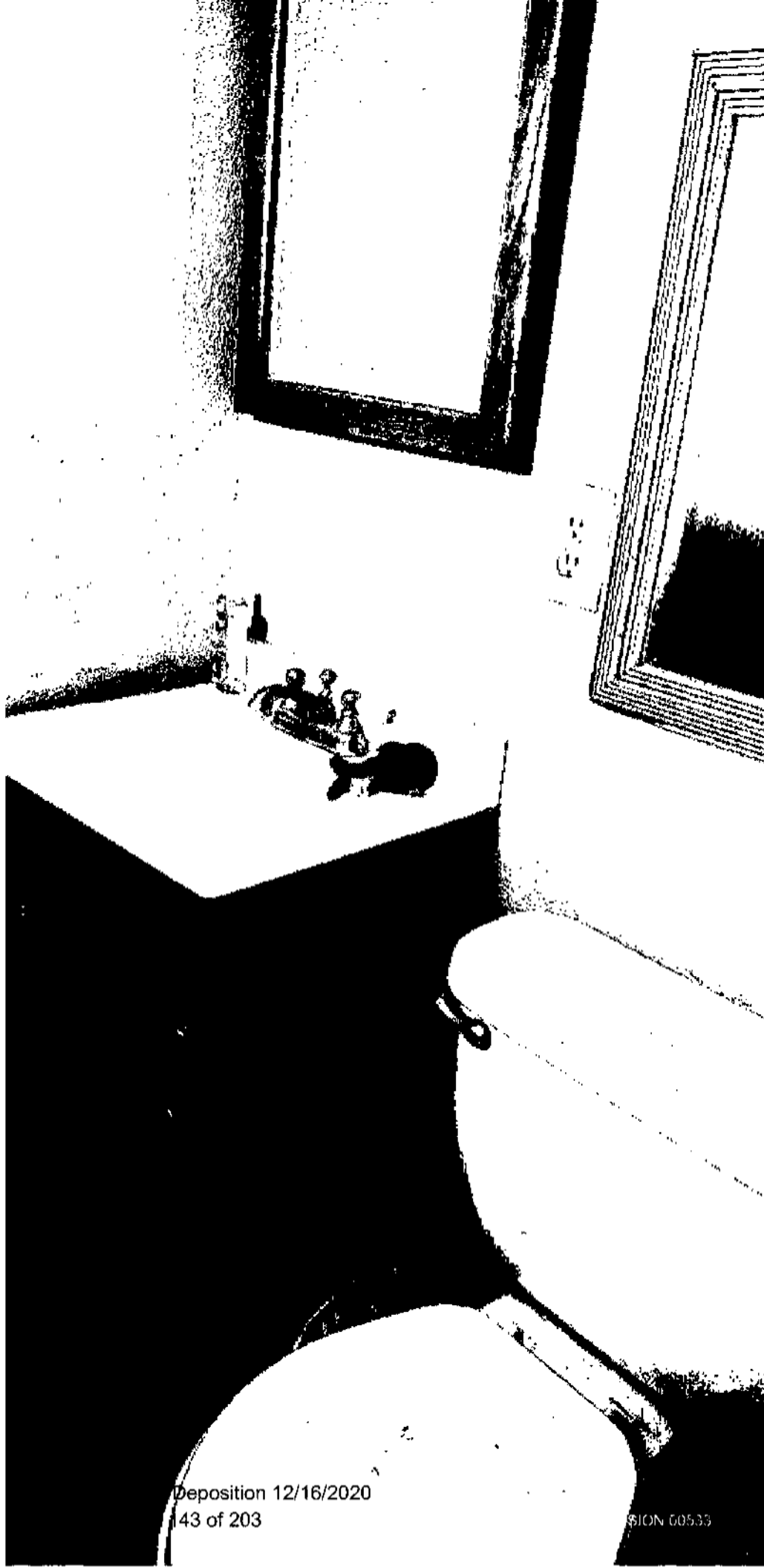


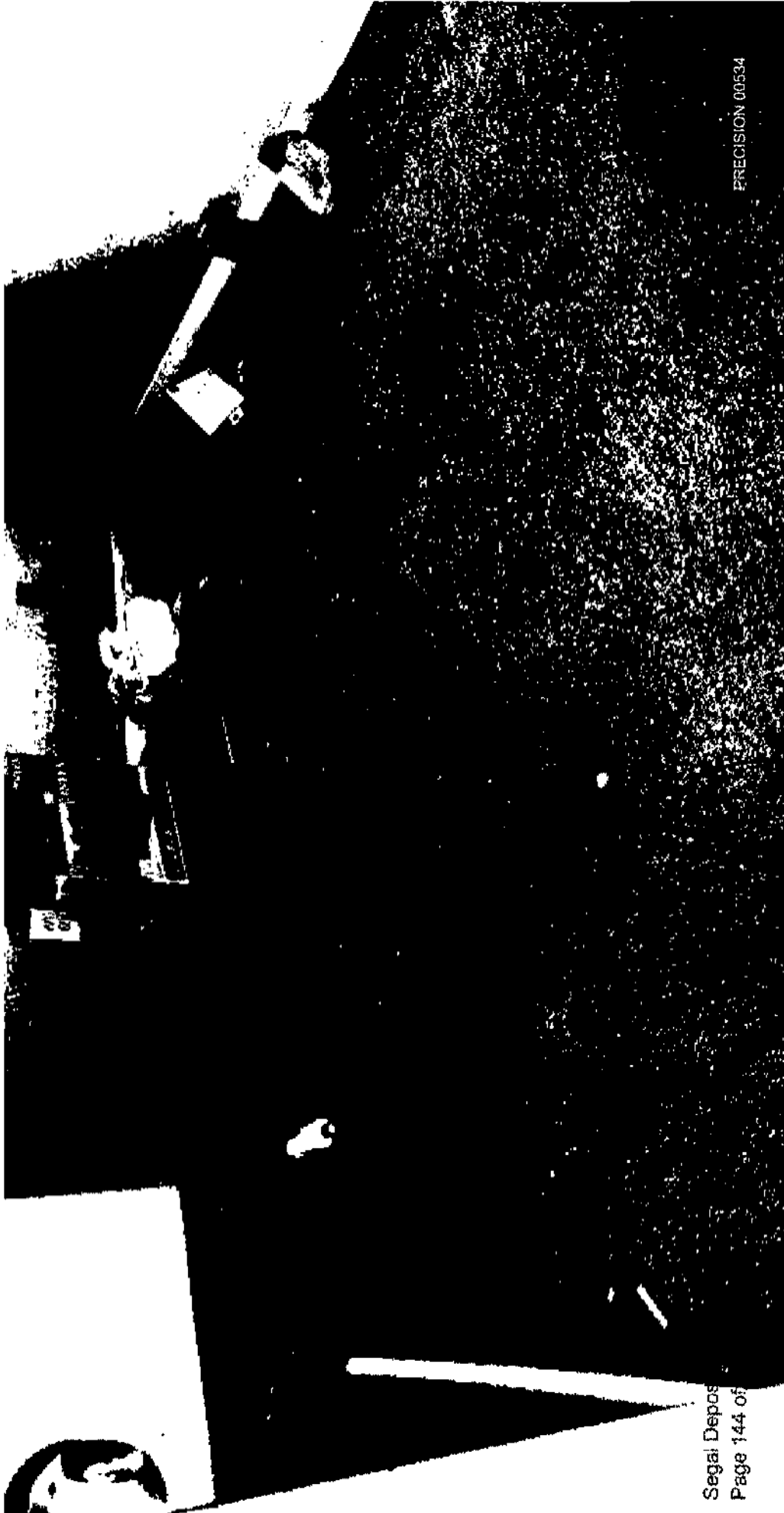
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PRECISION 00534

Segal Depos
Page 144 of 144

Seal Deposition 12/16/2020
Page 145 of 203



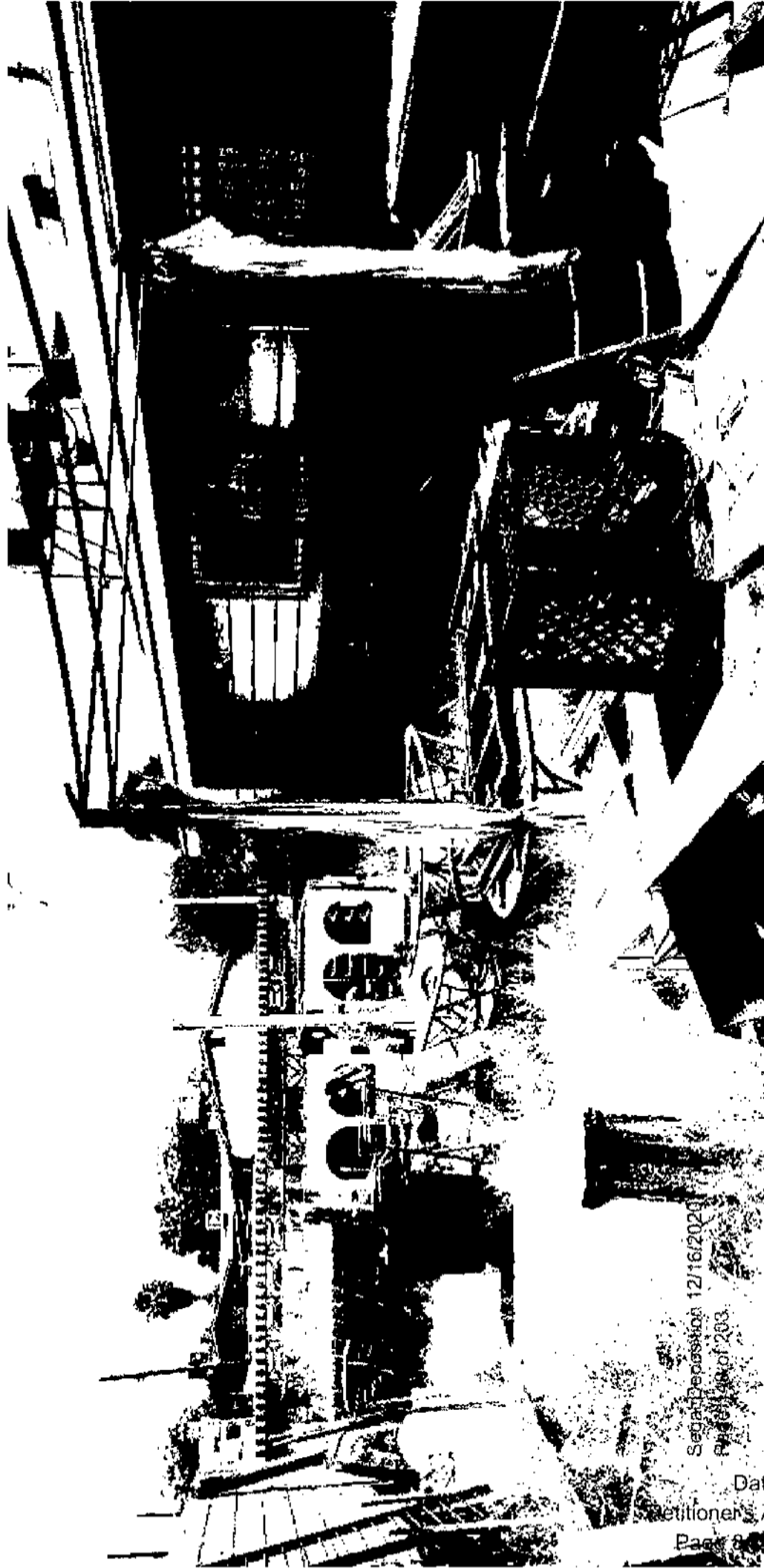
Segal Deposition 12/16/2
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PRECISION 00538

Segal Deposition 12/16/2020
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Seal of the Court
Petitioner's Appendix
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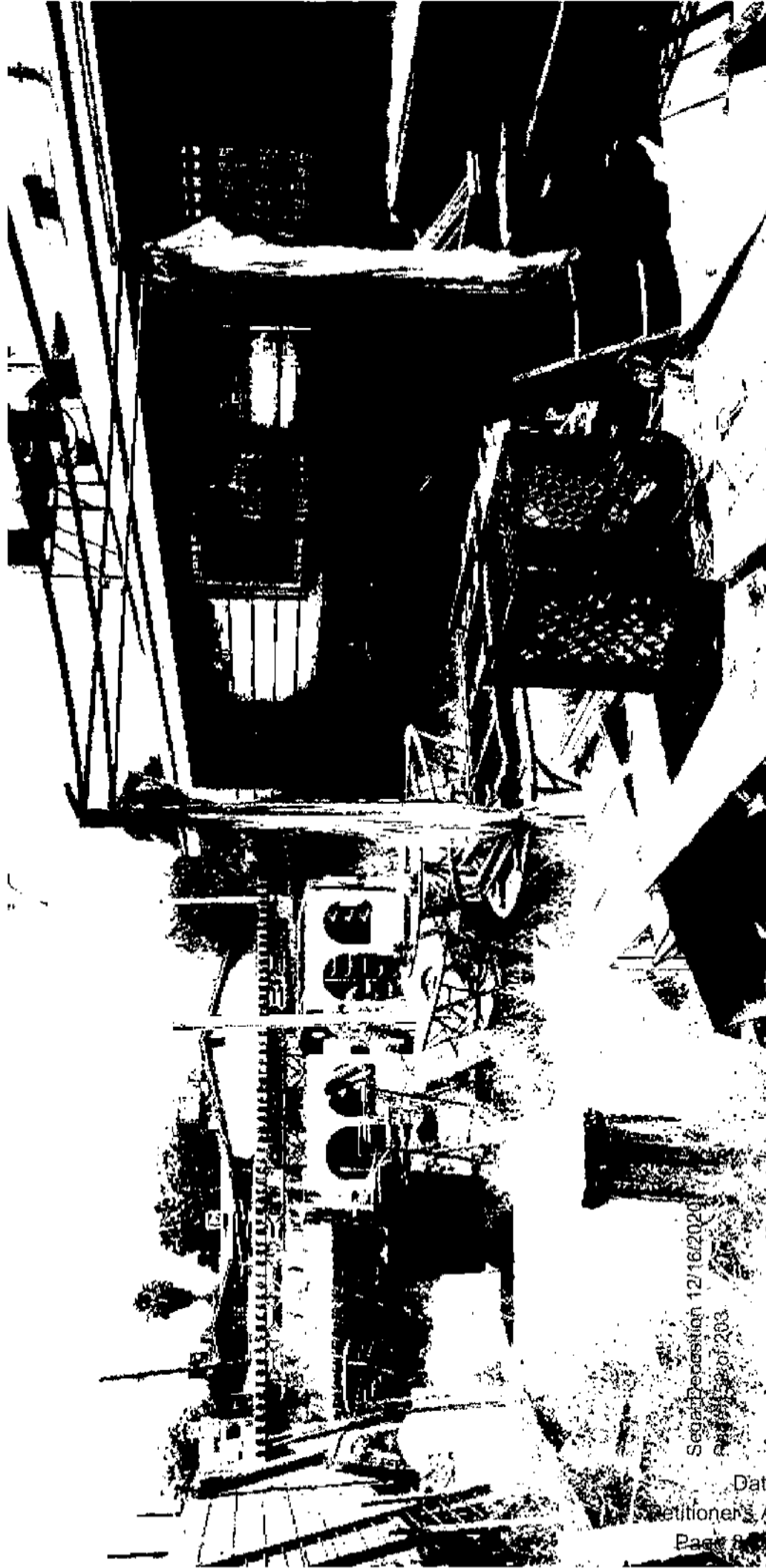


SION 00540



PRECISION 0053

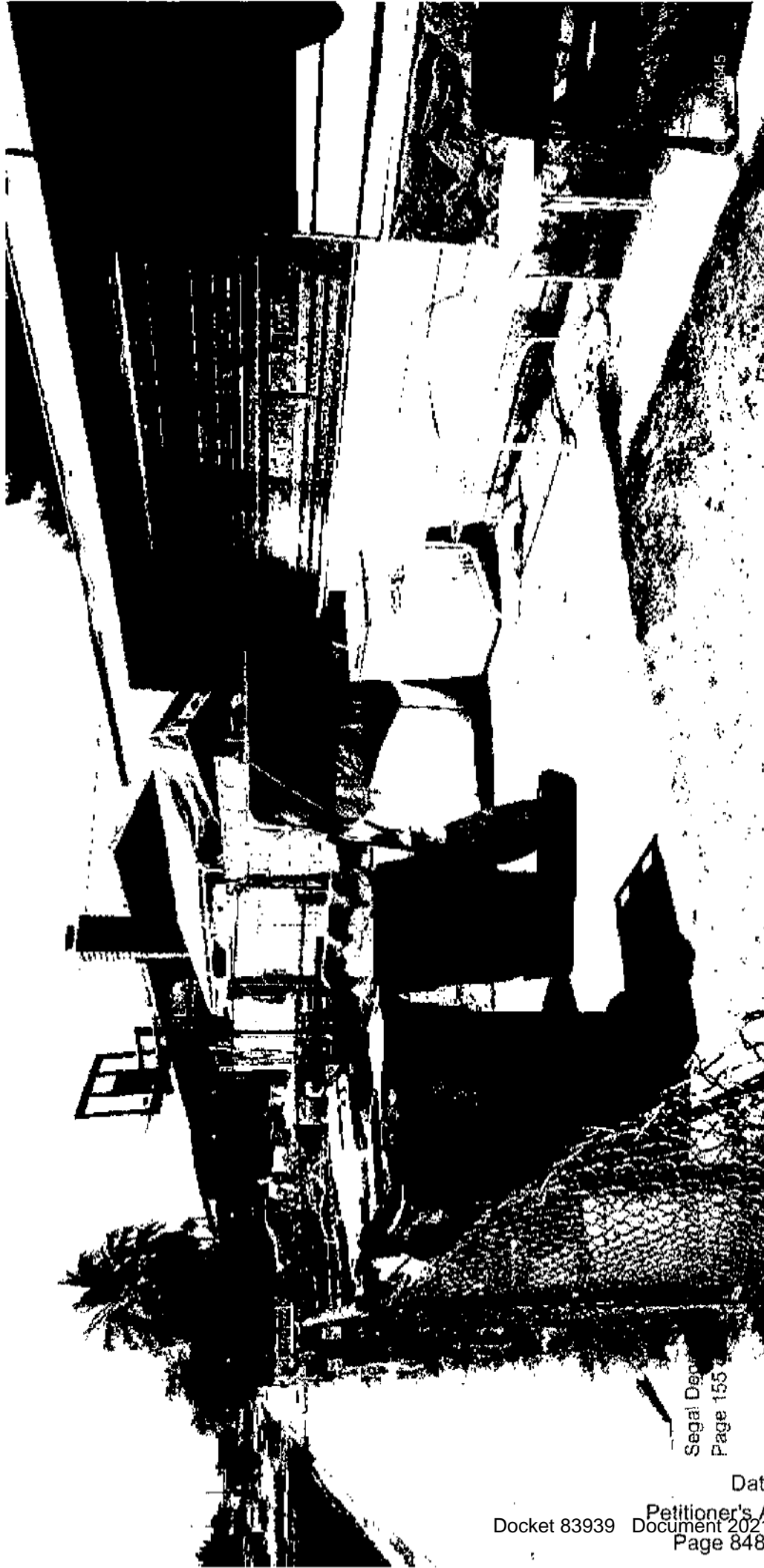
Segal Defosition 12/16/2020
Page 3 of 207



Seal of the Court of Appeals
12/16/2020
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C 00545

Segal Dec
Page 155







SUPPLEMENTAL ESCROW INSTRUCTIONS HOLDBACK OF FUNDS

Escrow No.: 19-282990
Buyer: Precision Assets
Seller: Eustachius Bursay
Property Address: 59 Sacramento Dr, Las Vegas, NV 89110

To: WFG National Title Insurance Company, Escrow Agent

Escrow Agent is authorized and instructed to hold back from the Assinor funds collected by Escrow Agent in the closing of the escrow the amount of \$2,500.00 ("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:

Assignor authorized Escrow Agent to holdback \$2,500.00 out of the Assignment Fee until tenant vacates. Per agreement between tenant and seller, buyer is purchasing property subject to lease agreement ending on 05/30/2019. Buyer agrees to release entire holdback to Assignor if tenant is out on or before 06/04/2019. In the event the tenant has not vacated on agreed upon date, buyer agrees to supply formal eviction on or before 06/01/2019. If tenant fails to vacate by 06/05/2019, buyer shall be entitled to retain \$100/day in damages from holdback funds until the property is vacant. Assignor makes no guarantees of property condition.

In the event the foregoing conditions to disbursement have not been satisfied on or before June 4, 2019, 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 Buyer 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.

Assignor:

Date: _____

HCO Residential, LLC

By: _____
Danielle Crowell

Buyer:

Date: 5/2/2019

Precision Assets

By: _____

Laura B. Fitzpatrick Clark County Treasurer

Print

Property Account Inquiry - Summary Screen

New Search	Recorder	Treasurer	Assessor	Clark County Home		
Parcel ID	140-31-810-025	Tax Year	2019	District	200	Rate
Site Address:		50 SACRAMENTO DR LAS VEGAS				
Legal Description:		ASSESSOR DESCRIPTION: MEADOW HOMES UNIT #3 2ND AMD PLAT BOOK 9 PAGE 63 LOT 67 BLOCK SGBEID: PT SW4 S64 SEC 31 20 62				

Status:	Property Characteristics	Property Values	Property Documents
Active	Tax Cap Increase Pct.	Land	2008112403936 11/24/2008
Taxable	Tax Cap Limit Amount	Improvements	2008111003644 11/10/2008
	Tax Cap Reduction	Total Assessed Value	2008052201891 5/22/2008
	Land Use	Net Assessed Value	2008033006130 3/30/2006
	Cap Type	Exemption Value New Construction	94012400483 1/24/1994
	Acresage	New Construction - Supp Value	
	Exemption Amount		

Role	Name	Address	Since	To
Owner	DATTALA JOHN	50 SACRAMENTO DR, LAS VEGAS, NV 89110-4446 UNITED STATES	12/6/2008	Current

Summary	
Item	Amount
Taxes as Assessed	\$838.33
Less Cap Reduction	\$311.28
Net Taxes	\$527.04

PAST AND CURRENT CHARGES DUE TODAY		
Tax Year	Charge Category	Amount Due Today
THERE IS NO PAST OR CURRENT AMOUNT DUE as of 4/24/2019		\$0.00

NEXT INSTALLMENT AMOUNTS		
Tax Year	Charge Category	Installment Amount Due
THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 4/24/2019		

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR	

READ AND APPROVED BY:

READ AND APPROVED BY:

ECB

4/24/2019

Search Tab

Tax Year	Charge Category	Remaining Balance Due
THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 4/24/2019		
PAYMENT HISTORY		
Last Payment Amount		\$571.27
Last Payment Date		2/19/2019
Fiscal Tax Year Payments		\$571.27
Prior Calendar Year Payments		\$37.90
Current Calendar Year Payments		\$571.27
Printable Page		
Click Here for Printable Page!		
New Search	Recorder	Treasurer
Assessor	Clark County Home	

LAS VEGAS NV

WELCOME TO THE CITY OF

Sewer Payoff

Your Sewer Bill

Enter your Sewer Account or Parcel Number.

Do not enter dashes. EX. 0123456789

14031810025

Service Address

Street Number Street Name

59

Sacramento

READ AND APPROVED BY:

ECB

Q Search

Clear

READ AND APPROVED BY:

Parcel Number:

14031810025

Sewer Account:

1640622222

Name on Account:

DATTALA JOHN

Tax Roll:

Not Applicable

Total Due:

\$339.50

Latest quarterly bill was \$63.97

Service Address	Type of Service	Bill Cycle Period	Past Due	Current Charge	Penalty	Payoff Balance
59 SACRAMENTO DR	Sewer	5/1/2018 to 7/31/2018	\$ 0.00	\$ 63.97	\$ 0.00	\$ 63.97
59 SACRAMENTO DR	Lien	6/1/2018 to 4/30/2019	\$ 275.53	\$ 0.00	\$ 0.00	\$ 275.53

SEWER SERVICES INFORMATION

- The website shows accounts in real-time balances with the current Billing Cycle. The due date is the first day of the current Billing Cycle. A 15% penalty will be assessed 15 days after the due date. Liens are assessed when accounts are delinquent over \$200. All properties stay in the legal owners name at all times. Bankruptcy is not included in the total due and must be added to pay the account in full. To ensure accurate payoff information add the payoff balance columns for total amount to remit to the City of Las Vegas. Accounts with a balance owed or a credit on the account are to be prorated by the title company for the buyer and the seller.



WFG National Title Insurance Company
a Williston Financial Group company

ESCROW INSTRUCTIONS - SALE

Escrow No.: 19-282990
Seller: Eustachius Bursay
Buyer: Precision Assets
Property Address: 59 Sacramento Dr, Las Vegas, NV 89110
Escrow Officer: Jenine Santos

To: WFG National Title Insurance Company, ("Escrow Agent")

The undersigned, Eustachius Bursay ("Seller"), and Precision Assets ("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 04/19/19, 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:

E.C. Bursey
Eustachius Bursey

Date: 4/30/19

Buyer:

Precision Assets

Date: 5/2/19

By: [Signature]

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.

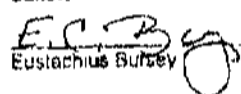
The undersigned grant Escrow a Limited Power of Attorney to correct and initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by any of the Parties. In the event Escrow exercises this Limited power of Attorney, a copy of the document(s) 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:


Eustachius Buttey

Date: 4/30/19

Buyer:

Precision Assets

By: 

Date: 5/12/2019



ABOUT YOUR PRIVACY

At WFG, we believe it is important to protect the privacy and confidences of our customers. This notice is intended to explain how we collect, use, and protect any information that we may collect. It will explain the choices you may make about the use of that information.

What Information Do We Collect About You?

We collect certain types of information about you. This may consist of:

- Your name, address, and telephone number.
- Your email address.
- Your social security or government ID numbers.
- Your financial information.

We collect this information from:

- The application or other forms you fill out with us.
- The correspondence you and others direct to us.
- Our transactions with you.
- Others involved in your transaction, including the real estate agent or lender.

In some cases, we collect information from third parties. For instance, we may receive real estate information from local assessor's offices.

How Do We Use This Information?

We use the information we collect to respond to your requests. **WE DO NOT SHARE** your information with other companies.

How Can You "Opt Out?"

We do not share your information so there is no need to opt out.

The information We Collect About You On Our Website

When you enter our website, we automatically collect and store certain information. This consists of:

- Your IP Address
- (Internet Protocol Address) and domain name.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.

If you register with us or fill out an on-line survey, we will collect additional personal information, such as your name, telephone number, email address and mailing address.

Cookie Usage

In order to provide you with customized service, we make use of "cookies." Cookies are essentially files that help us identify your computer and respond to it. You may disable cookies on your own computer, but you may not be able to download online documents unless cookies are enabled.

How We Use Information

The information we collect concerning:

- Your browser
- The time and date of your visit
- The web pages or services you accessed

is used for administrative and technical purposes. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you here, assess how our advertisements on other sites are working, and to help with maintenance.

We use information contained in your emails only for the purpose of responding to those emails. If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

Your Right to See and Correct Information

If you wish to see the information collected about you, please contact your settlement agent.

Children's Policy

We do not knowingly collect information from children under the age of 18. We delete any information that we discover has been provided by children.

Security

--Generally

We make every effort to protect the integrity of your information. Any personal information you enter into online forms or surveys will be encrypted to ensure it remains private. We limit the right of access to your information to employees that need to use the information to respond to or process your request or transaction. We also take industry standard (IPSEC) measures to protect our sites from malicious intrusions or hacking.

--Phishing and Pretexting

As you know, consumers are increasingly targeted by unscrupulous persons attempting to acquire sensitive personal or financial information, by impersonating legitimate businesses. We will never send you an unsolicited email or other communication requesting your private information. If you receive a communication directing you to enter your personal information, please disregard the instruction and contact us immediately at Compliance@wfgnationaltitle.com.

Oregon Residents

We may not disclose personal or privileged information about you unless we provide you with a disclosure authorization form that is executed by you or your representative and otherwise complies with certain statutory requirements. Any such authorization is not valid for more than 24 months and may be revoked by you at any time, subject to the rights of anyone who relied on the authorization prior to your notice of revocation.

In addition, if your personal or privileged information was collected or received by us in connection with a title insurance transaction, we cannot disclose such information if the disclosure authorization form that you executed is more than one year old or if the requested disclosure is for a purpose other than a purpose expressly permitted by statute.

You have the right at any time to request in writing access to recorded personal information about you that is reasonably described by you and reasonably available to us. Within 30 days of the date of our receipt of any such written request from you, we will inform you of the nature and substance of any such information, permit you to see and copy that information or obtain a copy by mail, disclose the identity, if recorded, of the persons to whom we have disclosed such information during the previous two years, and provide you with a summary of the procedures by which you may request that such information be corrected, amended or deleted.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt out of tracking their internet access (Do Not Track or DNT), we do not currently respond to the various DNT signals.

How to Contact Us

If you have any questions about our privacy policy, please contact WFG:

- By email: Compliance@wfgnationaltitle.com
- By telephone: 800-385-1590
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223
- In person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

WILLISTON FINANCIAL GROUP LLC
WFG NATIONAL TITLE INSURANCE COMPANY
WFG LENDER SERVICES, LLC
WFGLS TITLE AGENCY OF UTAH, LLC
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
WFG NATIONAL TITLE COMPANY OF CALIFORNIA
WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
UNIVERSAL TITLE PARTNERS, LLC
VALUTRUST SOLUTIONS, LLC
WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC
WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE
INLAND PROFESSIONAL TITLE LLC D/B/A WFG NATIONAL TITLE COMPANY OF EASTERN WA
WFG NATIONAL TITLE COMPANY OF COLORADO



Williston Financial Group



WFG National Title Insurance Company
a Williston Financial Group company

April 30, 2019

Escrow Officer: Jenine Santos
Escrow No.: 19-282990
Property Address: 59 Sacramento Dr, 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 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 04/19/19

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: 4/30/19

E. C. Bursey
Eustachius Bursey

Buyer: Date: 5/10/2019

Precision Assets
By: [Signature]



WFG National Title Insurance Company
a Williston Financial Group company

BUYER GENERAL INFORMATION FORM

Escrow No: 18-282990
Seller: Eustachius Bursey
Buyer: Precision Assets
Property: 59 Sacramento Dr, Las Vegas, NV 89110

SEND MY CLOSING DOCUMENTS VIA THE FOLLOWING 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.

MAILING ADDRESS INFORMATION:

☐ Property: 59 Sacramento Dr, Las Vegas, NV 89110

☒ Other:

Precision Assets
6780 Paradise Rd #101
Las Vegas, NV 89119

Daytime Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Date: 2/1/19

Precision Assets

By: _____

7450 Arroyo Crossing Parkway, Suite 270, Las Vegas, NV 89113
(702) 777-8292



VESTING INFORMATION

Escrow No.: 19-262860
Escrow Officer: Jenina Santos
Property: 89 Sacramento Dr, Las Vegas, NV 89110

How you hold title to your property can have serious legal and/or tax consequences. It is important that you seek the advice of your legal and/or tax professional before completing this form.

Indicate your vesting choice by checking the appropriate selection, filling in any blanks completely and printing your names exactly as they should appear on all documents. This will dictate the manner in which you will be signing your name.

IMPORTANT! At the time you execute any document requiring notarization, you must present current government issued identification (Driver's License, Passport, Military ID, etc.) with your name(s) spelled as indicated.

Escrow Agent is instructed to reflect the vesting to the above referenced property as follows:

1. _____ AND _____

(Print names EXACTLY as they should appear on documents)

- ☐ husband and wife
☐ registered domestic partners
☐ who are married to each other
a. ☐ as joint tenants
b. ☐ as community property
c. ☐ as community property with right of survivorship
d. ☐ as tenants in common, each as to an undivided _____ interest
e. ☐ Other (Please specify) _____

2. (Print name EXACTLY as it should appear on documents)

- ☐ a married man as his sole and separate property
☐ a married woman as her sole and separate property
☐ a married person as their sole and separate property
☐ a registered domestic partner as their sole and separate property

(Print the name of spouse or partner who will be executing a Quitclaim Deed.)

3. (Print name EXACTLY as it should appear on documents)

- ☐ a single man (never married)
☐ a single woman (never married)
☐ a single person (never married)
☐ a widow (husband is deceased)
☐ a widower (wife is deceased)
☐ an unmarried man (dissolution final on ____/____/____)
☐ an unmarried woman (dissolution final on ____/____/____)
☐ an unmarried person (dissolution final on ____/____/____)

4. In the event there is more than one individual, please check one of the following:

- ☐ joint tenants
☐ as tenants in common, each as to an undivided _____ interest
☒ Other (Please specify) as tenants in common, each as to an undivided 1/2 interest

5. If none of the above applies, please provide your vesting below:

Dated: 6/12/19

Precision Assets

By: _____



WFG National Title Insurance Company
a Williston Financial Group company

**ESCROW DISCLOSURE
FUNCTION OF ESCROW AGENT**

Escrow No.: 19-282990
Buyer: Precision Assets
Seller: Eustachius Bursey
Property Address: 69 Sacramento Dr, 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: _____

E. C. B.
Eustachius Bursey

Buyer: _____ Date: 5/20/19

Precision Assets

By: [Signature]



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 29, 2019

PRELIMINARY REPORT
The following items have been amended:
AMENDED

READ AND APPROVED BY:

Order Number: 19-282890
Escrow Officer: Jenine Santos
Phone: (702) 777-8292
Fax:
Email: jenine.santos@wfgnationaltitle.com

READ AND APPROVED BY:

ECB

Seller(s): Eustachius Bursey
Buyer(s): Precision Assets
Property: 59 Sacramento Dr, 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. **AMENDED**

Brenda Jenkins
Title Officer
bjenkins@wfgnationaltitle.com

SCHEDULE A

1. The effective date of this preliminary title report is **8:00 A.M. on April 22, 2019.**
2. The policies and endorsements to be insured and the related charges are:

ALTA® HomeOwner's Policy (12-02-13)	Amount:	\$130,000.00
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:

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 Eighty-seven (87) in Block Five (5) of Amended Plat of Meadow Homes Unit No. 3, as shown by Map thereof on File in Book 9 of Plats, Page 83 in the Office of the County Recorder of Clark County, Nevada.

Situate in the County of Clark, State of Nevada.

Assessor's Parcel No.: 140-31-810-025

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 conveying said land.
3. Easements and Dedications as indicated or delineated on the Plat of said subdivision on file in Book 8 of Plats, Page 85, of Official Records.
4. Easements and Dedications as Indicated or delineated on the Plat of said subdivision on file in Book 9 of Plats, Page 50, of Official Records.
5. Easements and Dedications as indicated or delineated on the Plat of said subdivision on file in Book 9 of Plats, Page 83, of Official Records.
6. Taxes and charges, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:

Tax Year:	2019
Tax Type:	County
Tax ID No.:	140-31-810-026
Taxing Entity:	Clark County Treasurer
Total Annual Tax:	\$527.04
First Installment:	\$133.54
First Installment Status:	Paid
First Installment Due/Paid Date:	August 20, 2018
First Installment Delinquent Date:	August 30, 2018
Second Installment:	\$131.76
Second Installment Status:	Paid
Second Installment Due/Paid Date:	October 1, 2018
Second Installment Delinquent Date:	October 11, 2018
Third Installment:	\$131.76

Page 4 of 14

Order No. 19-282990

Third Installment Status: Paid
 Third Installment Due/Paid Date: January 7, 2019
 Third Installment Delinquent Date: January 17, 2019
 Fourth Installment: \$131.76
 Fourth Installment Status: Paid
 Fourth Installment Due/Paid Date: March 4, 2019
 Fourth Installment Delinquent Date: March 14, 2019
 Notes: [View Taxes](#)

7. 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.
8. 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.
9. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the Nevada Revised Statutes.
10. Lien claimed by REPUBLIC SILVER STATE DISPOSAL INC:

Against: John Dattala
 For: solid waste
 Amount: \$340.10
 Recorded: January 24, 2019
 Recording No.: [20190124-0001288](#)

11. Lien claimed by CITY OF LAS VEGAS:

Against: John Dattala
 For: sewer
 Amount: \$218.53
 Recorded: March 29, 2019
 Recording No.: [20190329-0000804](#)

12. Require Owners Affidavit: We find no open Deeds of Trust of record. Please verify by inquiry and Owner's Affidavit, and advise the Title Department accordingly prior to closing.
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.
14. FURNISH an affidavit by the Grantor(s) in the deed referenced below in form and substance satisfactory to the Company that said deed was actually executed by:
 John Dattala, an unmarried individual, as Grantor, and delivered to:
 Eustachius C. Bursey, an unmarried individual, as Grantee;
 that the deed was not given as security for the repayment of money and there is no agreement either oral or written between the parties relative to the conveyance of said property.

Dated: April 19, 2019
 Grantor: John Dattala, an unmarried individual
 Grantee: Eustachius C. Bursey, an unmarried individual
 Recorded: April 22, 2019
 In: Book 20190422, Instrument 01237, of Official Records

END OF SCHEDULE B

NOTES AND REQUIREMENTS

LENDER'S NOTE: There is located on said land a Single Family Residence purportedly known as 59 Sacramento Dr, 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@wfnationaltitle.com

Your Title Officer

Brenda Jenkins
330 S Rampart Blvd. Suite 350
Las Vegas, NV 89145
Phone: (702) 777-8281
Fax: (702) 975-6960
Email: bjenkins@wfnationaltitle.com



WFG National Title Insurance Company
a Williams Financial Group company

PRELIMINARY REPORT APPROVAL

Escrow No.: 19-282990
Buyer: Precision Assets
Seller: Eustachius Bursey
Property Address: 59 Sacramento Dr, 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 April 22, 2019, a copy of which is attached hereto and made a part thereof.

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.

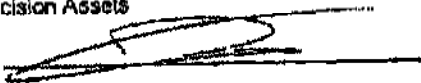
The policy of title insurance to be issued shall be subject to Exception Numbers of said preliminary report and subject to any new financing created herein, if applicable. All other exceptions listed in said report are to be eliminated. The undersigned parties know of no other matters pertaining to the condition of title other than as stated in the above referenced report.

Seller: Date: 4/30/19


Eustachius Bursey

Buyer: Date: 5/2/19

Precision Assets

By: 



SUPPLEMENTAL ESCROW INSTRUCTIONS HOLDBACK OF FUNDS

Escrow No.: 19-282990
Buyer: Precision Assets
Seller: Eustachius Bursey
Property Address: 59 Sacramento Dr, Las Vegas, NV 89110

To: WFG National Title Insurance Company, Escrow Agent

Escrow Agent is authorized and instructed to hold back from the Assignor funds collected by Escrow Agent in the closing of the escrow the amount of \$2,500.00 ("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:

Assignor authorized Escrow Agent to holdback \$2,500.00 out of the Assignment Fee until tenant vacates. Per agreement between tenant and seller, buyer is purchasing property subject to lease agreement ending on 05/30/2019. Buyer agrees to release entire holdback to Assignor if tenant is out on or before 06/04/2019. In the event the tenant has not vacated on agreed upon date, buyer agrees to supply formal eviction on or before 06/01/2019. If tenant fails to vacate by 06/05/2019, buyer shall be entitled to retain \$100/day in damages from holdback funds until the property is vacant. Assignor makes no guarantees of property condition.

In the event the forgoing conditions to disbursement have not been satisfied on or before June 4, 2019, 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 Buyer 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.

Assignor:

Date: May 1, 2019

HCO Residential, LLC

By: Danielle Crowell
Danielle Crowell
DocuSigned by:
05FC91A20A7F434

Buyer:

Date: May 1, 2019

Precision Assets

By: Avi Segal
Avi Segal
DocuSigned by:
26CDE7BCFC6B143



Run Sheet

File No. 19-282990

Run Sheet Timestamp: Apr 24 2019 11:57:40:633AM

Order Submitted: Apr 22 2019 12:10:49:000PM

Order Completed:

Grade:

Policy Type: Sale

Property Information

Owner: John Dattala, an unmarried man

Address: 59 Sacramento Dr Las Vegas, NV 89110

County: Clark

Parcel Number: 140-31-810-025

Tax Information

Tax Year	:	2019
First Installment	:	133.54, Paid
Second Installment	:	131.76, Paid
Property ID No.	:	140-31-810-025
Levy Code	:	200

Legal Description

See Exhibit A

As of April 10, 2019 at 8:00 AM we find that the last Deed of Record runs to:

John Dattala, an unmarried man

Vesting Deed Information

Primary Vesting Deed

ID: 38
DocType: DED
Grantors: Robert Milne
Grantees: John Dattala, an unmarried man
Consideration: 69000.00
Recorded: 2008-11-24
Instrument: 20081124-0003906
DeedType: Deed

Additional Vesting Deed(s)

ID: 6
DocType: DEDTRS
Grantors: National Default Servicing Corporatio
Grantees: FEDERAL HOME LOAN MORTGAGE CORPORATIO
Recorded: 2008-05-22

Legal Description: 10/16/2020
Page 183 of 203

Dattala Writ
PRECISION0436
Petitioner's Appendix

Page 876 of 1392

Liens

1. ID: 1196
2. ID: 1831
DocType: LN
Instrument: 20190124-0001288
RecordedDate: 2019-01-24
Purpose: _____
Against: John Dattala
InFavorOf: REPUBLIC SILVER STATE DISPOSAL INC
Amount: 340.10
3. ID: 1831
DocType: LNSEW
Instrument: 20190329-0000804
RecordedDate: 2019-03-29
Purpose: _____
Against: John Dattala
InFavorOf: CITY OF LAS VEGAS
Amount: 218.53

Restrictions

None

Easements

None

Exhibit A

Lot Eighty-seven (87) in Block Five (5) of Amended Plat of Meadow Homes Unit No. 3, as shown by Map thereof on File in Book 9 of Plats, Page 63 in the Office of the County Recorder OF Clark County, Nevada.

DATE: 5/3/2019
BUYER/SELLER: Precision Assets/Eustachius C Bursey
PROPERTY ADDRESS: 59 Sacramento Dr, Las Vegas, NV 89110
PAYEE: Jennifer Waggoner
5/3/2019: Tenant Relocation Fee to Jennifer Waggoner

80266
CHECK AMOUNT: \$15,000.00
SETTLEMENT DATE:

\$15,000.00

DATE 5-3-19
J. Bursey

DATE: 5/3/2019
BUYER/SELLER: Precision Assets/Eustachius C Bursey
PROPERTY ADDRESS: 59 Sacramento Dr, Las Vegas, NV 89110
PAYEE: Jennifer Waggoner
5/3/2019: Tenant Relocation Fee to Jennifer Waggoner

80266
CHECK AMOUNT: \$15,000.00
SETTLEMENT DATE:

\$15,000.00

THE FRONT OF THIS DOCUMENT HAS A CYCLOMID BACKGROUND ON WHITE PAPER



WFG National Title Insurance Company
1 Million Dollars Coverage

WFG National Title Insurance Company
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113

Wells Fargo Bank, N.A.
Escrow Trust
420 Montgomery Street
San Francisco, CA 94104
11-24/1210

VOID after 180 Days

80266

May 03, 2019

\$15,000.00

Dollars

PAY Fifteen Thousand and 00/100

TO THE JENNIFER WAGGONER
ORDER 59 Sacramento Dr.
OF Las Vegas, NV 89110

MEMO 19-282990

J. Bursey

VOID 990 MARK
MADE WITH INK

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

Segal Depository 12/16/2020 1000248: 47823231821

Page 185 of 203

Dattala Writ
PRECISION0486
Petitioner's Application
Page 878 of 1392

Addendum # 1

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated _____, 201_, by and between
HCO Residential, LLC _____, ("Purchaser"), and
Eustachius Bursey _____, ("Seller"), for

The purchase and sale of that certain property municipality known as:
59 Sacramento Dr, Las Vegas, NV 89110 _____, ("Property")
hereby mutually agree to amend said Agreement as follows:

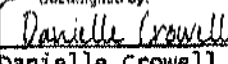
The property is currently leased out on a month to month basis at a rate of \$900 per month.

At this time, seller does not know if a security deposit was deposited. An estoppel certificate
will be provided to buyer within 48 hours of contract acceptance. Prorated rent and security
deposit will transfer to buyer.

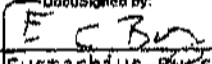
All other terms and conditions of the Purchase and Sale Agreement to remain the same.

PURCHASER:

HCO Residential LLC

By: 
Name: Danielle Crowell
Title: Owner
Date: Apr 19, 2019

SELLER:

By: 
Name: Eustachius Bursey
Title: _____
Date: Apr 19, 2019

SELLER:

By: _____
Name: _____
Title: _____
Date: _____

Addendum # 2

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated 04-19, 2019, by and between
HCO Residential, LLC, ("Purchaser"), and
Eustachius Bursey, ("Seller"), for

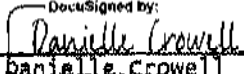
The purchase and sale of that certain property municipality known as:
59 Sacramento Dr, Las Vegas, NV 89110, ("Property")
hereby mutually agree to amend said Agreement as follows:

To void Addendum 1: The property is currently occupied by a tenant. The tenant has been given
sufficient written notice to vacate the property within 30 days after closing. Seller to provide buyer
the current lease agreement and cancellation of lease within 48 hours of this Addendum being
executed. The property will be delivered tenant occupied with the expectation that tenant will
vacate within 30 days.

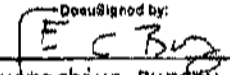
All other terms and conditions of the Purchase and Sale Agreement to remain the same.

PURCHASER:

HCO Residential LLC

By: 
Name: Danielle Crowell
Title: Owner
Date: Apr 30, 2019

SELLER:

By: 
Name: Eustachius Bursey
Title: _____
Date: Apr 30, 2019

SELLER:

By: _____
Name: _____
Title: _____
Date: _____

Addendum # 3

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated 04-19, 2019, by and between
HCO Residential, LLC ("Purchaser"), and
Eustachius Bursey ("Seller"), for

The purchase and sale of that certain property municipality known as:
59 Sacramento Dr, Las Vegas, NV 89110 ("Property")
hereby mutually agree to amend said Agreement as follows:

Seller to pay Relocation Fee to tenant Jennifer Waggoner \$15,000 through escrow.

All other terms and conditions of the Purchase and Sale Agreement to remain the same.

PURCHASER:

HCO Residential LLC

By: Danielle Crowell
Name: Danielle Crowell
Title: Owner
Date: May 1, 2019

SELLER:

By: E C Bursey
Name: Eustachius Bursey
Title: _____
Date: May 1, 2019

SELLER:

By: _____
Name: _____
Title: _____
Date: _____

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated 04-19, 20 19, by and between
Precision Assets, LLC, ("Purchaser"), and
HCO Residential, LLC, ("Seller"), for

The purchase and sale of that certain property municipality known as:

59 N Sacramento Dr, Las Vegas, NV 89110, ("Property") hereby


mutually agree to amend said Agreement as follows:

Seller agrees to have \$2,500 held back in escrow until tenant vacates. Per agreement between tenant and previous owner, buyer is purchasing property subject to lease agreement ending on 05/30/2019. Buyer agrees to release entire holdback to seller if tenant is out on or before 06/04/2019. In the event the tenant has not vacated on agreed upon date, buyer agrees to supply formal eviction on or before 06/01/2019. If tenant fails to vacate by 06/05/2019, buyer shall be entitled to retain \$100/day in damages from holdback funds until the property is vacant. Seller makes no guarantees of property condition.

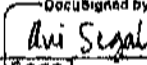
All other terms and conditions of the Purchase and Sale Agreement to remain the same.

SELLER:

HCO Residential LLC

By: 
Name: Danielle Crowell
Title: Owner
Date: May 1, 2019

PURCHASER:

By: 
Name: AVI SEGAL
Title: President
Date: May 1, 2019

Assignment of Contract/Interest and Controlled Business Disclosure and Hold Harmless

This Assignment of Contract ("Contract") is made 2019-04-30 BETWEEN the Assignor and the Assignee.

Property Address (Referred to as the "Property" herein):

59 N Sacramento Dr, Las Vegas, NV 89110, USA

APN: 14031810025

Assignor: HCO Residential, LLC

Assignee: Precision Assets LLC

Assignor's Assignment Fee: 17,000.00

Assignee's Earnest Deposit ("EMD"): 5,000.00

Total Purchase Price: 147,000.00

cash

Cash or financing (Lender Name):

WHEREAS the Assignor entered into that certain Purchase and Sale Agreement ("PSA") attached as Exhibit A dated 2019-04-19 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:

--

DocuSigned by:
Jared Vidales
121AA856728D486

Assignor: _____

Jared Vidales

Name: _____

Date: Apr 30, 2019

DocuSigned by:
Avi Segal
75CDE78CFC884A3

Assignee: _____

Avi Segal

Name: _____

Date: Apr 30, 2019

TENANT'S ESTOPPEL CERTIFICATE

PROPERTY: 59 Sacramento Dr
Las Vegas, NV 89110

LEASE DATE: 04/29/2019

LANDLORD: Eustechius C. Bursey

TENANT: Jennifer Waggoner

The undersigned Owner and Tenant under the above-referenced lease (the "Lease") hereby certifies the real property located in Clark County, Nevada, and having a street address of 59 Sacramento Dr and of which Tenant's leased space (the "Premises") is a part, as follows:

1. The Lease has not been modified, changed altered, assigned, supplemented or amended in any respect. The Lease is not in default and is valid and in full force and effect on the date hereof. The Lease represents the entire agreement between the Landlord and the Tenant with respect to the Premises.
2. That the term of the Lease commenced on May 01, 2019, and the Tenant is in full and complete possession of the premises demised under the Lease and has commenced full occupancy and use of the Premises. The Tenant is operating at the Premises under the name of Jennifer Waggoner.
3. That:
 - (i) the fixed monthly rent of \$800 has been paid to and including \$400 (B/L weekly);
 - (ii) no advance rental or other payment has been made in connection with the Lease, except rental for the current month;

Tenant's Estoppel Certificate

Page 1

- (iii) there is no "free rent" or other rent concession or adjustments to which Tenant is entitled under the remaining term of the Lease;
 - (iv) if applicable, the amount of additional charges payable for the most recently completed computation period are as follows:
 - (a) percentage rent for the last fiscal year is \$ N/A;
 - (b) the current monthly common area maintenance charge is \$ N/A;
 - (c) the current monthly charge for taxes, including real estate, is \$ N/A;
 - (d) the current monthly insurance charge is \$ N/A;
 - (e) the current monthly service charges are \$ N/A.
 - (v) if applicable, all additional charges payable under the terms of the Lease have been paid through N/A;
 - (vi) if applicable, the Base Year for the purposes of computing tax escalations or any additional charges is N/A;
 - (vii) if applicable, gross sales for the most recent fiscal year (as defined in the Lease) are N/A; and
 - (viii) if applicable, all percentage rent payable under the terms of the Lease has been paid for the period N/A.
4. That a security deposit in the amount of \$0 has been delivered to Landlord, which amount is not subject to any set-off or reduction or to any increase for interest or other credit due to Tenant. In addition, if applicable, tenant improvement or similar funds have been delivered to Landlord in the amount of \$0. The obligations of Tenant under the Lease are guaranteed by N/A and such guarantor joins with Tenant in execution of this Certificate to acknowledge its concurrence with the statements made herein.
5. That all obligations, commitments, space, payments, repairs, build out allowances, inducements, other sums and conditions under the Lease to be performed to date by Landlord have been satisfied, free of defenses and set-offs including all construction work in the Premises [and all off-Premises improvements, sizes, and facilities as shown on the Survey of the Property dated N/A (a copy of which is attached hereto), and Tenant acknowledges the facts detailed on said Survey are in compliance with all of the terms of the Lease] *{strike through if inapplicable}*.
6. That there is no existing default or unfulfilled obligations on the part of the Landlord in any of the terms and conditions of the Lease, and no event has occurred or condition exists which, with the passing of time or giving of notice or both, would constitute an event of default under the Lease.

Tenant's Estoppel Certificate

Page 2

7. That the undersigned claims no offsets, set-offs, rebates, adjustments, concessions, abatements or defenses against or with respect to rent, additional rent, security deposits, or other sums payable under the terms of the Lease. Nor is the Tenant aware of any such claims or defenses on the part of the Landlord. The undersigned agrees not to invoke any of its remedies under the Lease during the period in which the Landlord is proceeding to cure any default on the part of Landlord under the Lease, as long as Landlord is acting with due diligence to cure the default.
8. That the Lease provides for a primary term of Month to month years, which expires on the day of
9. That the Lease makes the following provision for extension of its term beyond the expiration term: ~~(initial one)~~
() ~~neither the Lease nor any of the agreements listed in Paragraph 1 hereof (if any), contain an option(s) or other right to extend for any additional term or terms.~~

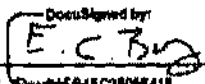
() the Lease and/or the agreements listed in Paragraph 1 above contain an option for _____ additional term(s) of _____ years.
10. Any rights of first refusal to lease additional space or obligations to lease additional space are described as follows:
11. That tenant has no right to terminate the lease other than as a result of a material casualty or condemnation that results in the landlord being unable to substantially restore the premises within a reasonable period of time.
12. That Tenant has no option or right to purchase the Premises or any part thereof.
13. That no violation of any environmental law or regulation has occurred or currently exists with respect to the Premises.
14. That there are no unpaid or outstanding claims, bills or invoices for any labor performed upon or materials furnished to either the Tenant or Premises for which any lien or encumbrance including, without limitation, materialmen, suppliers and mechanic's liens, have been asserted or may be asserted against either the Tenant or Premises.
15. That there are no actions, voluntary or involuntary, pending against the Tenant under the bankruptcy laws of the United States or equivalent laws for debtor relief of any state thereof.
16. That there are no existing, pending or threatened lawsuits affecting the Premises or the Lease or between Tenant and Landlord.

Tenant's Estoppel Certificate

Page 3

17. That Tenant has all applicable permits, licenses, certificates of occupancy and other documentation required by the applicable governmental authorities in order to operate its business in full accordance with the law.

OWNER:

DocuSigned by:

Eustachius C. Durr

TENANT:


Jennifer Waggoner

DATE: Apr 30, 2019

DATE: 4-30-19

Tenant's Estoppel Certificate

Page 4

Eustachius C Bursey

50 Sacramento Drive
Las Vegas, NV 89110
702-559-7956

30 April 2019

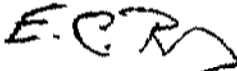
To: **JENNIFER WAGGONER**

59 Sacramento Drive
Las Vegas, NV 89110

ACKNOWLEDGEMENT

THIS NOTICE IS TO CERTIFY THAT THE CURRENT TENANTS OF 59 SACRAMENTO DRIVE HAVE BEEN MADE AWARE OF THE PROPERTY TAKE OVER AND MANAGEMENT BY ANOTHER AGENCY OTHER THAN THE PERSON LISTED AS **EUSTACHIUS C BURSEY**. IT IS ALSO TO ACKNOWLEDGE THE FACT THAT TENANTS OF SAID PROPERTY HAVE BEEN MADE AWARE THAT A NEW LEASE WILL BE DRAWN FOR SAID PROPERTY AS A MONTH-TO-MONTH LEASE ALLOWING THE TERMINATION OF TENANCY FOR SUCH PROPERTY WITHIN 30 DAYS OF THE SIGNING OF THE ATTACHED ESTOPPEL CERTIFICATE. TENANT WILL BE GIFTED WITH \$ 15000.00 FOR RELOCATION PENDING THE RECEIPT OF ALL FORMS FOR PROPERTY CLOSING.

Sincerely,



Eustachius C Bursey

59 Sacramento Drive, Owner

Received By: 

Jennifer Waggoner, Tenant

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

Eustachius Bursey ("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. Legal Description: APN - 14031810025

2. More commonly known as: 59 Sacramento Dr Las Vegas, NV 89110 ("Property")

C. PAYMENT TERMS:

The full purchase price of the property is \$ 130,000

Earnest Money Deposit \$ 500.00

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) May 3, 2019 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-recurring 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 Insurance Company

Escrow Agent/Title Company

7450 Arroyo Crossing Pkwy #270, Las Vegas, NV 89113, USA

Address

Jenine Santos / (702) 728-5295 / jenine.santos@wfgnationaltitle.com

Contact Information

Purchase Contract

Buyer Initials JS

Seller Initials EB

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, material man'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

Purchase Contract

Buyer Initials
Seller Initials

DS
JV
RTB

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:

- 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.
- 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.
- The representation and warranties of Buyer shall survive Closing.
- Buyer has a financial interest in this transaction.

I. **REMEDIES**

- 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.
- 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.
- 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 disputes shall be resolved by arbitration before the American Arbitration Association located in Phoenix, Arizona. Arbitration

Purchase Contract

Buyer Initials

Seller Initials

JV
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 proceeding 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.
- I. **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.

Purchase Contract

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.

Purchase Contract

 Buyer Initials
 Seller Initials

 DS
 JV
 ECR

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.

EE. ADDITIONAL TERMS AND CONDITIONS

FF. ACCEPTANCE: This offer is void if not accepted by the Seller in writing on or before:
_____ at _____ AM/PM.

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: Eustachius Bursey

Title: Owner

Date: 4-19-19

Name: _____

Title: _____

Date: _____

Purchase Contract

Buyer:

DocuSigned by:
Jared Vidales

121AA0667202406
Name: Jared Vidales

Title: Manager

Date: Apr 19, 2019

Buyer Initials JV
Seller Initials ECB



3 People



59 Sacramento dr estimate 30.1k
Need new cabinets
New ac unit
There's signs of leak. Mold in
bedroom closet behind the master
shower.

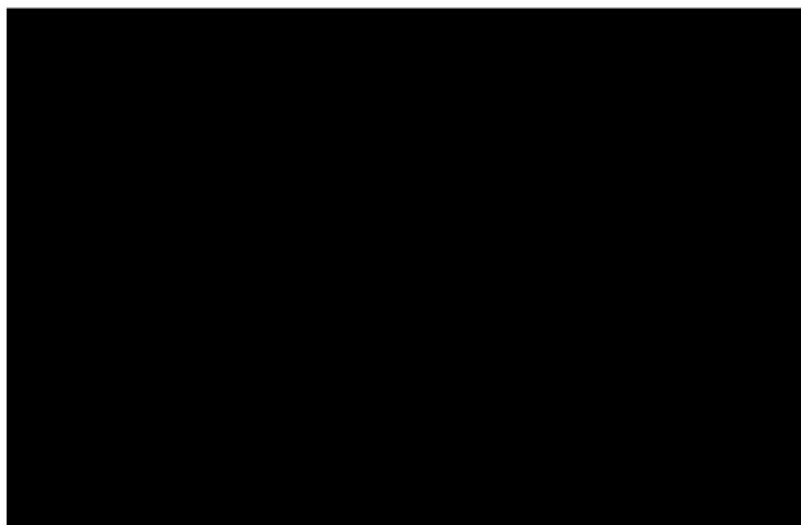


EXHIBIT 40 EXHIBIT 40

EXHIBIT 40 EXHIBIT 40

Inst #: 20190408-0002603

Fees: \$40.00

RPTT: \$377.40 Ex #:

04/08/2019 04:19:01 PM

Receipt #: 3678167

Requestor:

EUSTACHIUS BURSEY

Recorded By: MAYSM Pgs: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: TENAYA BRANCH

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

To print this document properly, do not use page scaling

P 4 Common Forms & Notices Cover Page Template Oct2017

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

herein:

Property Address: 50 SACRAMENTO DRIVE, LAS VEGAS, Nevada 89110

Legal Description: MEADOW HOMES UNIT # 1 PLAT BOOK 7 PAGE 5 LOT 28 BLOCK Z
~~2GEOD: PT SW4 SE4 SEC 31 20 62~~

Vesting Information / Property Interest: Grantee receives the Property in fee simple as the sole owner.

[SIGNATURE PAGE FOLLOWS]

Signatures

Grantor signed, sealed, and delivered this quit claim deed to Grantee on 4/5/19
(date).

Grantor (or authorized agent)

x/ 

Print Name: JOHN DATTALA

NOTARY ACKNOWLEDGMENT

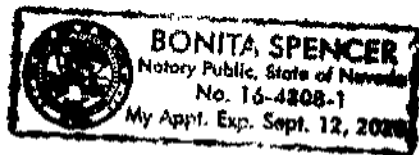
NEVADA
COUNTY OF CLARK

On April 5, 2019 before me, Bonita Spencer, personally appeared **JOHN DATTALA**, personally known to me or proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Commission Expires: 9-12-20

Bonita Spencer
Notary Public, Nevada



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor 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
Other _____

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property

\$73,540.00

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

c. Transfer Tax Value:

\$73,540.00

d. Real Property Transfer Tax Due

\$377.40

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 [Signature] Capacity: representative

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: JOHN DATTALA

Address: 50 SACRAMENTO DR

City: LAS VEGAS

State: NV Zip: 89110

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Engelachius C. Bursey

Address: 50 SACRAMENTO DR

City: LAS VEGAS

State: NV Zip: 89110

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

Print Name: CASEY RYAN

Escrow # _____

Address: 1980 FESTIVAL PLAZA #300

City: LAS VEGAS

State: NV Zip: 89135

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 41 EXHIBIT 41

EXHIBIT 41 EXHIBIT 41

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA,

Plaintiff,

vs.

CASE NO.
A-19-794335-C

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.

DEPOSITION OF BONITA SPENCER

Taken at the offices of Benjamin B. Childs, Esq.

on Tuesday, October 15, 2019

at 4:17 p.m.

at 318 South Maryland Parkway
Las Vegas, Nevada

Reported by: Denise R. Kelly, CCR #252, RPR

1 APPEARANCES:

2 For the Plaintiff:

3 BENJAMIN B. CHILDS, ESQ.
4 318 South Maryland Pkwy.
5 Las Vegas, Nevada 89101
6 702.385.3865
7 ben@benchilds.com

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BONITA SPENCER

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EXHIBITS

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Exhibit 4 - Deed of Full Reconveyance	
---------------------------------------	--

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INFORMATION TO BE SUPPLIED

None

1 LAS VEGAS, NEVADA, TUESDAY, OCTOBER 15, 2019,

2 4:17 P.M.

3 * * * * *

4 (Deposition Exhibits 1 through 4 marked.)

5
6 BONITA SPENCER,

7 having been first duly sworn, was
8 examined and testified as follows:

9
10 (Prior to the commencement of
11 the deposition, all counsel
12 present agreed to waive
13 statements by the court
14 reporter pursuant to
15 Rule 30(b)(4) of the NRCF.)

16
17 EXAMINATION

18 BY MR. CHILDS:

19 Q. Can you state your name and spell your
20 last name for the record.

21 A. Bonita Spencer. Last name S-p-e-n-c-e-r.

22 Q. Bonita, we are here because of a
23 transaction document that you notarized on April 5th,
24 2019. And so you provided a copy of the --

25 First off, have you read Exhibit 1, which

1 is the Admonitions for a Deposition?

2 A. Yes.

3 Q. Do you have any questions about that?

4 A. Hum-um.

5 Q. Exhibit 2 is the copy of the notary
6 journal you provided. I want you to look at that.

7 And then I think Exhibits 3 and 4 are the
8 subject documents.

9 Do you have an independent recollection of
10 doing that?

11 A. What?

12 Q. Doing that notarization process?

13 A. Um-hum. Yes.

14 Q. Tell me what you remember.

15 A. I remember that I was contacted by either
16 Eustachius or John to come notarize some documents
17 through, it's like a notary, mobile notary referral
18 service. So I'm not for sure who contacted me.

19 So I went to the property. I think it was
20 on Sacramento, wherever John is. It has all that
21 stuff out front. But I spoke to John, because
22 initially he couldn't find his ID and then he found
23 it.

24 So once I get to the property, I met John
25 there. Eustachius wasn't there. And then Eustachius

1 came with a female and presented two documents.

2 John gave me his ID. I put his
3 information in my book, and then I notarized his
4 signature and that was it.

5 Q. Did you notarized Bursey's signature?

6 A. No, just John's, which he acknowledged the
7 last time I was here in your office.

8 Q. Have you talked to him since this?

9 A. Hum-um.

10 Q. Just when we had the Early Case
11 Conference?

12 A. Yeah. Because he remembered who I was.
13 Not the Early Case Conference. Yeah, when I came to
14 your office.

15 Q. That's what it was.

16 A. Yes.

17 Q. So this Exhibit 2 notes that you were
18 notarizing a Warranty Deed and a Deed of Trust?

19 A. Correct.

20 Q. So did you read those documents or how did
21 you get those?

22 A. Because I looked at the title of the
23 documents. You are supposed to write down the title
24 of the document and that's what I did.

25 Q. The first page of the document?

1 A. (Deponent nods head.)

2 Q. I want to walk through this very slowly,
3 because it's a critical thing in your case.

4 A. Okay.

5 Q. There were two multiple-page documents,
6 correct?

7 A. I believe so, yes.

8 Q. Let's start with the first one. It's the
9 top one in your notary book, the Warranty Deed.

10 A. Um-hum.

11 Q. So you wrote down -- this is your
12 handwriting in the notary book, right?

13 A. Correct.

14 Q. Under "Type of Document," okay. And you
15 got that from the first page --

16 A. Of the document, yes.

17 Q. -- of the document.

18 Did you read the document at all or just
19 the first page?

20 A. Nope, hum-um.

21 Q. How many pages was it?

22 A. I can't recall. I don't know how many
23 pages there were, but there were more than one. I
24 would say probably three, so maybe three.

25 Q. Let's just talk about the Warranty Deed

1 and then we will talk about the other one.

2 A. Yeah. There are two documents, they were
3 multiple pages, though.

4 Q. So what was the sequence of how you
5 performed this notary act? Were you at John's house?

6 A. Correct.

7 Q. Inside the house?

8 A. Outside. We were outside.

9 Q. Outside the house, okay.

10 A. Yes.

11 Q. Just tell me the sequence of how things
12 transpired. You showed up.

13 A. Um-hum. John met me. He came outside,
14 because I knocked on the door. And we had to wait for
15 Eustachius, I guess, to bring whatever we were going
16 to notarize on those documents.

17 So when we get there, John gave me his ID
18 and we used a little tray, a tray that John had
19 outside. Because I admired it because it was like a
20 collection. He had a bunch of old stuff out front.

21 And then we used that tray to write on,
22 because, of course, we were outside.

23 So he presented me with his ID. I wrote
24 it in my book. He signed my book. And then he signed
25 the documents. And then I notarized his signature,

1 his signature on those documents.

2 Q. And did John have the documents or
3 Eustachius?

4 A. No. Eustachius brought them.

5 Q. He brought them?

6 A. Yes. He told me that they were prepared
7 by some Legal Shield or something like that. Because
8 when I was looking at the documents, you know, I did
9 notice, because being a paralegal, I just know when
10 documents aren't, you know, they just don't look --
11 there were a lot of mistakes in there. So that's why
12 I just pointed those out.

13 I'm like, "Who prepared those?" And
14 that's when he said, "It was like a Legal Shield or
15 Legal something that prepared the documents."

16 Q. And let's just talk about them one at a
17 time.

18 On the Warranty Deed, it was two to three
19 pages?

20 A. Um-hum.

21 Q. And then Bursey brought both the documents
22 together?

23 A. Um-hum.

24 Q. And then did they read them at all or did
25 John sign it right there?

1 A. He just signed it right there. They
2 didn't like go through the documents.

3 Q. So presumptively the last page of the
4 document, let's look at Exhibit 3, John's signature is
5 on just a separate page. Do you recognize Exhibit 3?

6 A. Do I recognize it?

7 Q. Is this the document that you notarized?

8 A. Well, it says a Quitclaim. So obviously
9 it wouldn't be a Quitclaim Deed if that's not what my
10 book states, because my book states Deed of Trust/
11 Warranty Deed.

12 Q. Again, I just want to talk about them one
13 at a time. The Warranty Deed. So you can look at the
14 whole document. Does it say anywhere on Exhibit 3
15 Warranty Deed?

16 A. Not anywhere that I see it.

17 Q. So John's signature is on a totally
18 separate page from the notary page. Is that what you
19 recall?

20 A. Um-hum, yes. The notary acknowledgment
21 was like this.

22 Q. Was a totally separate page from John's
23 signature?

24 A. It was a complete document, but the notary
25 acknowledgment was on the last page.

1 Q. And John's signature page is a totally
2 separate page from the rest of the document, is that
3 what you recall?

4 A. I didn't pay attention to it. I just saw
5 him sign it and I notarized it.

6 Q. On the separate page.

7 See, this is a notary acknowledgment as if
8 he had signed it before, and then he came and --

9 A. He signed it in my presence, yes.

10 Q. And so this notary acknowledgment is
11 actually inaccurate, because he signed it in front of
12 you, right?

13 A. An acknowledgment can be attached to the
14 back. It doesn't say that it was brought to me. It's
15 just an acknowledgment of you notarizing that person's
16 signature on that date.

17 Q. There is a couple of --

18 A. There's a couple of notary
19 acknowledgments.

20 Q. Yes, and way to go about it. This one
21 says that he --

22 A. It says "personally appeared, John," which
23 not saying that he brought to me, it said he
24 personally appeared.

25 Q. "And acknowledged to me that he

1 executed the same in his authorized
2 capacity."

3 And it doesn't say he signed it in front
4 of you, though.

5 A. I dated it on April 5th before me
6 personally appeared John. That's why you write the
7 date in there.

8 Q. Got it.

9 So let's go on to the Deed of Trust,
10 Exhibit 4. Let me ask just a question about that. Do
11 you remember how many pages that was?

12 A. Probably two or three.

13 Q. And when you write the type of document
14 description, you just in a sense you look at the first
15 page and it's --

16 A. Correct.

17 Q. -- all caps in bold?

18 A. Because I need to know what document, I
19 mean what the title of the document that I'm
20 notarizing the signature on.

21 MR. FRONCZEK: Sorry, which document
22 number is the Deed of Trust?

23 MR. BAO: Exhibit 4.

24 MR. CHILDS: That's the issue. Thank you.

25 ///

1 BY MR. CHILDS:

2 Q. Let me ask you this. Go back a little bit
3 to the Quitclaim Deed. If you had been presented with
4 Exhibit 3 --

5 A. Um-hum.

6 Q. -- what would you have written in for
7 "Type of Document"?

8 A. Quitclaim Deed for Nevada.

9 Q. On Exhibit 4, if you were presented with
10 Exhibit 4, what would you have written in the "Type of
11 Document" section?

12 A. Deed of Full Reconveyance, because that's
13 the title.

14 Q. That's the caps bold?

15 A. Correct.

16 Q. And then the rest of the document follows
17 after that?

18 A. Um-hum.

19 Q. Now, this one actually has the signature
20 page --

21 A. On the same.

22 Q. -- on the same, yes.

23 A. And this is the one I made the comment on
24 because it was all messed up. Like you see the State
25 of Nevada and County, it's all...

1 Q. Who filled that in?

2 A. I put Clark, because that's what I'm
3 supposed to.

4 Q. It doesn't have the right margins, you're
5 talking about the SS?

6 A. Yes.

7 Q. It looks funky.

8 And Bursey told you that it was drafted on
9 a website or something?

10 A. I think it was like Legal Shield or
11 something. You know, that you pay those. You know,
12 those things. But something like that. But he is the
13 one who had the documents with him.

14 Q. Is this document that you provided as
15 Exhibit 2 a true and accurate copy of your notary
16 journal?

17 A. I have my notary journal with me.

18 Q. Do you want to get it out and compare it
19 just to clarify?

20 I just want you to compare it.

21 A. I know, I have done it.

22 Q. What you provided that I've attached as
23 Exhibit 2 is a true and correct copy of the notary
24 journal?

25 A. Yes.

1 Q. And that notary journal has been in your
2 sole possession since you've had it?

3 A. Correct.

4 MR. CHILDS: I'll pass the witness.

5 MR. DZIMINSKI: I don't have any
6 questions.

7 MR. BAO: Did you want to put the same
8 objection on for this one?

9 MR. CHILDS: I object to Mr. Bao, because
10 he hasn't filed an Answer or appearance or done a Case
11 Conference Report, for the record.

12 MR. BAO: And counsel and I spoke before
13 the deposition, and I completely understand counsel's
14 objection. At the same time we have not filed a
15 pleading; therefore, our Rule 16.1 obligations have
16 not been triggered. We have a pending motion to
17 dismiss.

18 We are here today because we think it's
19 more judicially economical to question Ms. Spencer
20 instead of asking her to appear twice for a deposition
21 should we remain in the case.

22

23 EXAMINATION

24 BY MR. BAO:

25 Q. Hello, Miss Spencer. My name is Andrew

1 Bao. I'm an attorney for defendants Precision Assets,
2 LLC and WFG National Title Company in this matter.

3 I just have a few follow-up questions for
4 you regarding the notarizations that we have been
5 discussing.

6 How long have you been a notary, licensed
7 notary?

8 A. Oh, I don't know exactly how long.

9 Q. It's okay. Approximately?

10 A. Five years, I think, something like that.

11 Q. In that five years have you been a
12 licensed notary continuously?

13 A. Yes, um-hum.

14 Q. And you mentioned you were a paralegal?

15 A. Yes.

16 Q. How long have you been a paralegal?

17 A. 15 years.

18 Q. Continuously?

19 A. Yes.

20 Q. Now, you also mentioned John or Eustachius
21 contacted you to notarize this, but you also mentioned
22 a mobile notary, correct?

23 A. Either one of them contacted this other
24 lady who provided my number. That's how they got my
25 number.

1 Q. Have you had, I guess, notary assignments
2 through that setup before?

3 A. Correct.

4 Q. What is the name of the mobile notary
5 company?

6 A. She just runs an ad. There is like a
7 mobile notary. She just has Google ads, because she
8 used to do it full time. And then when she can't,
9 it's like a referral. So if she can't do the
10 notarization, she will refer it to me or give them my
11 number.

12 Q. What is the name?

13 A. Susan. What is Susan's last name? I
14 can't recall the last name, but her first name is
15 Susan.

16 Q. Susan is also a notary?

17 A. Um-hum. There is like three or four of
18 us. And I'm not for sure of the other ones. But I
19 know if the person who contacts the original notary,
20 if they can't, they will provide a telephone number of
21 two or three other notaries that may be able to handle
22 it.

23 Q. For this particular notary assignment, you
24 recall Susan contacted you to do it?

25 A. No, she didn't contact me. Either

1 Eustachius or John contacted Susan and she provided my
2 number and they called me.

3 Q. Thank you.

4 So after these documents are notarized and
5 put in your book, who do you return the documents to
6 or did they just take them?

7 A. They took them, um-hum.

8 Q. Other than John, Eustachius, and Susan,
9 and the other individuals within this mobile notary
10 sort of collection, did you speak or communicate with
11 anybody else regarding this notary assignment?

12 A. No.

13 Q. WFG National Title Company, do you
14 recognize that name?

15 A. (Deponent shakes head.)

16 Q. Do you recall ever notarizing anything
17 on --

18 MR. CHILDS: Make sure she answers.

19 THE WITNESS: No. I'm sorry. No.

20 BY MR. BAO:

21 Q. So no to both?

22 A. No. No. Yes.

23 Q. Have you ever worked or have you ever been
24 an employee of WFG at any time?

25 A. No.

1 Q. Have you ever received any training or
2 supervision from WFG in any capacity?

3 A. No.

4 Q. How about Precision Assets, LLC, have you
5 heard of that entity?

6 A. No.

7 Q. Do you recall ever notarizing anything on
8 behalf of Precision Assets, LLC?

9 A. No.

10 Q. Do you recall communicating with Precision
11 Assets, LLC in regards to this notary assignment in
12 any capacity?

13 A. No.

14 MR. BAO: No further questions. Pass the
15 witness.

16

17 EXAMINATION

18 BY MR. FRONCZEK:

19 Q. Hello. I'm Thomas Fronczek. I'm the
20 attorney for Eustachius Bursey.

21 If I can refer you to Exhibit No. 2. This
22 is the excerpt from your notary book.

23 A. Okay.

24 Q. It has an entry for April 5th, 2019,
25 Warranty Deed/Deed of Trust and it has Dattala's

1 signature on it. Were there any other entries for
2 this date?

3 A. No.

4 Q. With either Dattala's name on it or
5 Bursey's?

6 A. No.

7 Q. Later on, and we had discussed this
8 previously or you had testified about it previously,
9 you notarized the signature for Mr. Dattala on a
10 document called Reconveyance, I believe. One was
11 Quitclaim Deed and one was --

12 MR. CHILDS: I'm objecting to that,
13 because that's not what her testimony was.

14 BY MR. FRONCZEK:

15 Q. Deed of Full Reconveyance?

16 A. And I never said that.

17 Q. Did the names of those two documents match
18 the names of the documents in your notary book?

19 A. No. My notary book states Warranty Deed
20 and Deed of Trust.

21 Q. Why does your notary book state Warranty
22 Deed and Deed of Trust?

23 A. Because those were the title of the
24 documents that were presented at the time of the
25 notarization.

1 Q. Who gave you the title of the documents?

2 A. I saw them.

3 Q. Are those the same documents as these ones
4 that you notarized later on that we have been
5 discussing?

6 A. Well, it appears that they are not,
7 because one says Quitclaim Deed and the other says
8 Deed of Full Reconveyance.

9 Q. Is it normal for there not to be separate
10 entries for each document?

11 A. If you are doing two documents or more
12 than one, you can put them on the same date.

13 Q. Should there have been an entry for the
14 two documents that you notarized later on?

15 A. No. What do you mean that I notarized
16 later on?

17 Q. I mean the ones that are exhibits?

18 A. No, we can put them in there. Yeah,
19 because they are on the same date.

20 Q. Is that what this line is referring to,
21 these two documents?

22 A. I put Warranty Deed/Deed of Trust.

23 Q. And that refers to the other two documents
24 that are attached as exhibits?

25 A. No. The documents that are attached as

1 exhibits say Deed of Full Reconveyance and the other
2 one says Quitclaim Deed, that's not what my book
3 states.

4 Q. Is there any entry in your notary book for
5 those --

6 A. Nope.

7 Q. -- other two?

8 A. Hum-um.

9 MR. FRONCZEK: Nothing further.

10 MR. CHILDS: We are done. We can go off
11 the record.

12 (Discussion held off the record.)

13 COURT REPORTER: Would anyone like a copy
14 of today's deposition transcripts?

15 MR. CHILDS: I'm going to want both of
16 them.

17 MR. DZIMINSKI: I don't need either.

18 MR. FRONCZEK: Not at this time. Thank
19 you.

20 MR. BAO: No, thanks.

21 (Whereupon, the deposition concluded at 4:38 p.m.)
22
23
24
25

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

I Denise R. Kelly, a Certified court Reporter, duly licensed by the State of Nevada do hereby certify:

That I reported the deposition of BONITA SPENCER, commencing on Tuesday, October 15, 2019, at the hour of 4:17 p.m.

That prior to being deposed, the deponent was duly sworn by me to testify to the truth;

That I thereafter transcribed my said stenographic notes into written form;

That the typewritten transcript is a complete, true, and accurate transcription of my said stenographic notes;

I further certify that pursuant to NRCP Rule 30(e)(1) that the signature of the deponent:

__ was requested by the deponent or a party before the completion of the deposition;

X was not requested by the deponent or a party before the completion of the deposition;

I further certify that I am not a relative



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Dattala Writ
Petitioner's Appendix
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1 or employee of counsel or of any of the parties
2 involved in the proceeding, nor a person financially
3 interested in the proceeding.

4 IN WITNESS WHEREOF, I have set my hand in my
5 office in the County of Clark, State of Nevada, this
6 22nd day of October, 2019.

7

8

9

10

11

12



13

Denise R. Kelly
CCR #252, RPR

14

15

16

17

18

19

20

21

22

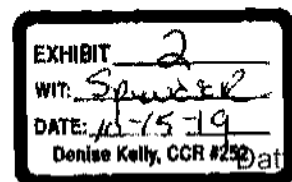
23

24

25

EXHIBIT 2 EXHIBIT 2

EXHIBIT 2 EXHIBIT 2



ADDRESS OF INDIVIDUAL		DETAILED IDENTIFICATION OF INDIVIDUAL		FINGERPRINT AND OTHER INFORMATION		NOTARY FEE
43 Ronald Lane Lynch, NY 10910		NY DOB 150182388 DOB 11/9/59 EXP 11/9/26		<div>1</div> <div>3</div> <div>5</div> <div>7</div> <div>9</div> <div>11</div> <div>13</div> <div>15</div> <div>17</div>		\$ 20

Dattala v. Bursey et al
Case # A-19-794335-C
Plaintiff's Document Disclosure
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EXHIBIT 3 EXHIBIT 3

EXHIBIT 3 EXHIBIT 3

EXHIBIT	3
WIT:	<i>Spencer</i>
DATE:	16-15-19
Denise Kelly, CCR #232	

Matthia Writ
Petitioner's Appendix

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

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/assrealpropowner.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.

To print this document properly, do not use page scaling.

P:\Common Forms & Notices\Cover Page Template Oct2017

RECORDING REQUESTED BY:
EUSTACHIUS C BURSEY

INSTRUMENT PREPARED BY:
JOHN DATTALA
43 RONALD LANE
LAS VEGAS, Nevada 89110

(Above reserved for official use only)

RETURN DEED TO:
EUSTACHIUS C BURSEY
50 SACRAMENTO DRIVE
LAS VEGAS, Nevada 89110

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

herein

Property Address: 50 SACRAMENTO DRIVE, LAS VEGAS, Nevada 89110

Legal Description: MEADOW HOMES UNIT # 1 PLAT BOOK 7 PAGE 5 LOT 28 BLOCK Z
~~2GEOID: PT SW4 SE4 SEC 31 T06N~~

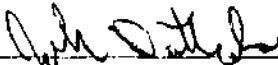
Vesting Information / Property Interest: Grantee receives the Property in fee simple as the sole owner.

[SIGNATURE PAGE FOLLOWS]

Signatures

Grantor signed, sealed, and delivered this quit claim deed to Grantee on 4/5/19
(date).

Grantor (or authorized agent)

x 

Print Name JOHN DATTALA

NOTARY ACKNOWLEDGMENT

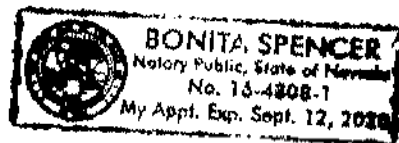
NEVADA
COUNTY OF CLARK

On April 5, 2019 before me, Bonita Spencer, personally appeared **JOHN DATTALA**, personally known to me or proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Commission Expires 9-12-20

Bonita Spencer
Notary Public, Nevada



STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor 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
Other _____

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page _____

Date of Recording: _____

Notes: _____

3 a. Total Value/Sales Price of Property

\$73,540.00

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

c. Transfer Tax Value: \$73,540.00

d. Real Property Transfer Tax Due \$377.40

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 [Signature] Capacity: representative

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: JOHN DATTALA
Address: 50 SACRAMENTO DR.
City: LAS VEGAS
State: NV Zip: 89110

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: ENSTACHIOS C. BURSEY
Address: 50 SACRAMENTO DR.
City: LAS VEGAS
State: NV Zip: 89110

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

Print Name: CONCY RYAN
Address: 1780 FESTIVAL PLAZA #300
City: LAS VEGAS

Escrow # _____
State: NV Zip: 89135

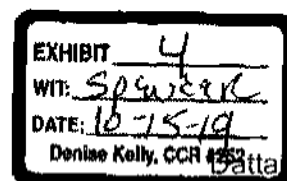
AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 4

EXHIBIT 4

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/ownr.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.

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Dattala V. Burset et al

Case # A-19-794335-C

Plaintiff's Document Disclosure

Page 166 of 186

Scanned with CamScanner

Dattala Writ

Petitioner's Appendix

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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 GEOD: 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.

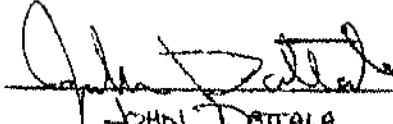
[SIGNATURE PAGE FOLLOWS]

Dattala V. Burset et al
Case # A-19-794335-C
Plaintiff's Document Disclosure
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Scanned with CamScanner

Dattala Writ
Petitioner's Appendix
Page 941 of 1392

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.


BONITA SPENCER

NOTARY PUBLIC in and for said
County and State.

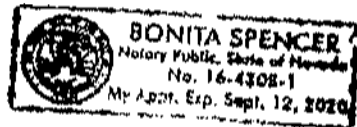


EXHIBIT 42 EXHIBIT 42

EXHIBIT 42 EXHIBIT 42

DECLARATION OF JOHN DATTALA

I am the plaintiff herein and I make these statements based on my own personal knowledge.

As noted in Jan Seaman Kelly's report, I dispute many of the signatures on the documents she analyzed and I agree with her analysis and conclusions.

Many of the documents falsely state that I drafted them. I am at most semi-literate and am incapable of drafting legal documents involving real estate transactions. I do not even have a copier and until recently I did not have an email address.

I was defrauded by Bursey, he misrepresented what I was signing and the purpose of what documents he asked me to sign. I would never have signed any documents if I knew that he intended to take the position that I was be transferring ownership for \$10,000 for 59 Sacramento. I would never have signed any documents if I knew that he intended to take the position that I was be transferring ownership of the 50 Sacramento property after he only made payments for 10 months of \$1,443/month and paying me \$5,000. This makes no sense and obviously he took advantage of me.

In the latter part of the year 2018, Bursey made the following factual representations to me :

- a. That Bursey's father had died.
- b. That Bursey expected an inheritance from his deceased father's estate
- c. That Bursey wanted to buy the 59 Sacramento Property and the Colusa Property from Dattala and planned to pay Dattala when Bursey received his inheritance from his father's estate.

On March 19, 2019, and again on March 27, 2019, Bursey represented to me that Bursey needed to fix the 50 Sacramento Property so he could bring it up to code and get insurance and move back in, and that he had "a child on the way in September".

Bursey's representations in the latter part of the year 2018 that his father had died and that Bursey was waiting for his inheritance to come were false, when he made those representations Bursey knew those representations were false, and Bursey made those representations to induce me to enter into sales agreements for the 59 Sacramento Property and the Colusa Property.

Bursey's representation on March 19, 2019, and again on March 27, 2019 to me that Bursey needed to fix the 50 Sacramento Property so he could bring it up to code and get insurance and move back in, and that he had "a child on the way in September" were false, when he made those representations Bursey knew those representations were false, and Bursey made those representations to induce Dattala to enter into sales agreements for the 59 Sacramento Property

and the Colusa Property.

Below I summarize how much I received for each of the two Subject Properties involved in the motion set for hearing September 12, 2019 and what the Declaration of Value forms [DOV] state which Bursey signed and attached to the recorded deeds in April and May of 2019 :

50 Sacramento -

I received \$5,000 down in July, 2018 and 10 payments of \$1,443/month [total of \$14,430 in payments] with the last payment being May 4, 2019 [Saturday]. There was an amortization schedule showing that I sold it for \$150,000 by deed of trust. I do have a copy of the deed of trust. I never signed any document purporting to accept \$10,000 as full and final payoff of the \$150,000 deed of trust.

The DOV states \$73,540

59 Sacramento -

I received \$10,000 as an Earnest Money Deposit on April 4, 2019

The DOV states \$79,091

Thus, just based on Bursey's own statements under penalty of perjury on the Declaration of Value forms I should have received a total of \$ 152,631 for those two properties.

This is what was agreed as the amount for the sale of each property :

50 Sacramento - \$150,000 financed at 8%interest on a 15 year loan by a deed of trust, after he paid me the \$5,000 down payment.

59 Sacramento - \$220,000 financed at 8%interest on a 15 year loan by a deed of trust, after he paid me the \$10,000 down payment. He provided the Zillow printout for the value and an amortization schedule for how much the payments would be.

Colusa - \$201,000 financed at 8%interest on a 15 year loan by a deed of trust, after he paid me the \$10,000 down payment. He provided the Zillow printout for the value and an amortization schedule for how much the payments would be.

I paid the following when I purchased the Subject Properties. For 50 Sacramento, I paid \$43,000 in 1992. For 59 Sacramento, I paid \$69,000 in 2008. For Colusa I paid \$100k in 2008. I owned the Subject Properties free and clear. I lived in 50 Sacramento for over 26 years. Why I would sell these properties for a total amount of \$25,000 and leave all my personal property? Obviously I wouldn't.

I had a lot of personal property at the Colusa property and the property at 50 Sacramento and at 59 Sacramento. Bursey told me that he had told the buyers of 50 Sacramento and 59 Sacramento, before he signed any documents purporting to transfer his interest in those properties, that my personal property was located in those properties.

In early May, 2019 I personally told the person representing himself to be the purchaser of 59 Sacramento that I needed to retrieve my personal property. So in early May, 2019 the owner of 59 Sacramento knew that he had my personal property, but he told me to get it out of the dumpster. Over my strong objection, a total of five of the biggest commercial dumpsters were filled with my personal property from 59 Sacramento in early May, 2019. They took the same amount from 50 Sacramento before that, in April, 2019. Now Bursey has told me, through the lawyers, that I cannot go get the property in the Colusa house, and by now all the most valuable property has been stolen. This is a lot of valuable items consisting of tools and other personal property like clothes, furniture, fixtures, appliances, toys, etc. Why would Bursey sell the property and why would any normal buyer buy the properties [50 Sacramento and 59 Sacramento] when the properties are full of personal property belonging to me? It doesn't make sense unless it was an ongoing scheme to defraud me.

On April 5, 2019, Bursey asked me to sign two documents which Bursey had prepared, and then acknowledge that signature to Bonita Spencer, a Nevada Notary Public, on the same date. I did not know, did not consent to, and was never told, that the signature page I had signed and acknowledged to Spencer on April 5, 2019 would be attached to a Quitclaim Deed and recorded by Bursey to attempt to obtain record title to the 50 Sacramento Property. I did not know, and was never told, that the signature page I had signed and acknowledged to Spencer on April 5, 2019 would be attached to a Deed of Reconveyance and recorded by Bursey to attempt to remove the lien created by the Deed of Trust which encumbered title to the 50 Sacramento Property. {Exhibit 4 to my MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST EUSTACHIUS C. BURSEY}

Bursey forged my signature on a document entitled NOTICE OF PURCHASE purportedly dated April 1, 2019 [Item 1 to Ms. Kelly's report] in an attempt to justify why I would accept a total amount of \$10,000 from Bursey for the purported purchase of the 50 Sacramento Property, when I was entitled to

As to the signatures, I do recognize my signature on the WFG form for the 50 Sacramento property [Attached as Item 12 to Ms. Kelly's report] It was obviously altered after I signed it because it purports to have my signature on April 7, 2019, but it references a deed that was recorded on April 8, 2019. So the document was altered after I signed it.

I dispute my signature on the "Notice of Purchase" [Item 1 to Ms. Kelly's report], which is purportedly dated April 1, 2019. This document makes no sense and I would not sign it. I affirmatively state that I did not sign the "Notice of Purchase" purportedly dated April 1, 2019 and that this are NOT my signature.

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

I declare under penalty of perjury that the foregoing is true and correct.

(signature)

EXHIBIT 43 EXHIBIT 43

EXHIBIT 43 EXHIBIT 43

May 18, 2021

Via Email

John Benedict, Esq.
Law Offices of John Benedict
2190 East Pebble Road, Suite 260
Las Vegas, Nevada 89123

Re: Dattala v. Bursey, et al.
Clark County District Court Case No. A-19-794335-C (the "Case")

Dear Mr. Benedict:

This will constitute my Initial Expert Witness Report ("Report") prepared in connection with my engagement to serve as an expert consultant and witness in the above-referenced litigation. This Report is offered on behalf of your client, Precision Assets ("Precision Assets" or "Precision"). I express here the opinions that I have formed concerning the title and escrow issues in this action, and more specifically, as framed in Defendant Precision Assets' Crossclaim against WFG National Title Insurance Company filed in the Case on November 5, 2020.

Reference herein to the "50 Sacramento Property Escrow" shall refer to WFG National Title Insurance Company's escrow file number 19-274856 between Eustachius C. Bursey ("Bursey") as Seller and Precision as Purchaser. Reference herein to the "59 Sacramento Property Escrow" shall refer to WFG National Title Insurance Company's escrow file number 19-282990 between Eustachius C. Bursey ("Bursey") as Seller and Precision as Purchaser.

In connection with the Defendant Precision Assets' Crossclaim against WFG National Title Insurance Company, you generally asked me to render an opinion regarding whether WFG National Title Insurance Company ("WFG") complied with standards and practices in the title and escrow industry in Nevada. As set forth herein, WFG failed to comply with industry standards and practice in multiple respects.

EXPERT QUALIFICATIONS

I am a title insurance and escrow executive/consultant with 40 years of experience with various title insurance and escrow companies in Nevada and California. Some highlights of my career directly relevant to this Case are:

1. I have been responsible for the oversight and preparation of escrow instructions and the closing of residential and commercial escrow transactions throughout my career.
2. I have been responsible for the preparation and review of Preliminary Title Reports, Guarantees and Title Policies throughout my career.

3. I have reviewed /audited title and escrow files as part of my underwriting duties.
4. I have had decades of experience in residential and commercial/non-residential title insurance and escrow practice, as listed in my Curriculum Vitae.
5. I am a Senior Certified Escrow Officer and member of the Nevada Escrow Association and American Escrow Association.
6. I am licensed as both a Resident Title Agent and Resident Escrow Officer by the State of Nevada.

I have been an expert witness regarding title insurance and escrow processes and practices in federal and state courts. Various federal and state courts have qualified me as an expert witness for title insurance and escrow processes and practices. (See Appendix A). I have taught and attended numerous title insurance and escrow seminars and conferences throughout my career.

TERMS OF MY ENGAGEMENT

I have been engaged to provide expert consulting services in this matter at my standard hourly rate for such services. That hourly rate is currently \$250 per hour for consulting, review and research and \$500 per hour for deposition and trial testimony.

OTHER CASES IN WHICH THE WITNESS TESTIFIED AS AN EXPERT AT TRIAL OR BY DEPOSITION WITHIN THE PROCEEDING FOUR YEARS

See Exhibits to Appendix A.

MATERIALS CONSIDERED

I received and have considered several papers and court documents as listed in Appendix B. From this examination, my experience, standard practices in the industry, and my understanding of applicable Nevada law, I have developed my initial opinions as to the actions of and the relationships between the Plaintiff(s) and Defendant(s) (collectively hereinafter referred to as the "parties").

Additions, refinements, enhancements, and/or further support for these opinions and other opinions may be discerned upon reviewing any future rebuttal expert reports or further discovery and document review.

I also had some brief conversations with John Benedict, Esq., regarding additional background and flavor of the Case. I also note that I did not see any WFG policies or procedures, inter-agency alerts, underwriting bulletins, escrow tech memorandum, or any indication of team meetings or other events that may have further governed WFG's escrow and/or title practice and procedures. I have been informed that such documents will be requested from WFG, and which may impact my opinion herein, especially if WFG

did not have what would be reasonable and customary policies and procedures, if the escrow agents had not received expected training or supervision, or even if WFG did have policies and procedures in place if the escrow agent then did not follow such guidance.

BASIS OF OPINIONS

My opinions are based upon:

- ❖ Applicable title insurance and escrow industry standards and practices in the State of Nevada;
- ❖ My review of the materials and information noted above;
- ❖ My 40 plus years of business/title insurance/escrow experience;
- ❖ My understanding of applicable Nevada law.

STATEMENT OF RELEVANT FACTS

Based on my review of the materials considered as identified above, my general understanding of the relevant facts therefrom are as follows:

1. This Case generally arises, in relevant part to my engagement, from the purchase and sale transactions for the residential properties located at 50 Sacramento Drive, Las Vegas, Nevada 89110 (the "50 Sacramento Property") and 59 Sacramento Drive, Las Vegas, Nevada 89110 (the "59 Sacramento Property").
2. Precision purchased the 50 Sacramento Property on April 15, 2019, from Bursey pursuant to a Grant, Bargain, Sale Deed for the purchase price of \$95,000.
3. WFG was aware that Bursey was purchasing the 50 Sacramento Property from John Dattala ("Dattala"). The preliminary title report and public records confirmed that Bursey completed that purchase from Dattala on April 8, 2019.
4. At the time of the purchase of the 50 Sacramento Property, Precision alleges that it was not on notice and was unaware of any competing claims to title or possession of that property.
5. Precision completed the 50 Sacramento Property purchase by hiring WFG as a third-party escrow company, which assigned the transaction Escrow Number 19-274856. Escrow appears to have been opened, and/or the Escrow Instructions were signed on April 12, 2019, and escrow closed on April 15, 2019. Jenine Santos was the Escrow Officer.
6. Precision also procured title insurance coverage on 50 Sacramento Property through WFG.

7. As part of its escrow file, underwriting, and for its title insurance, WFG obtained an Affidavit of Grantor from Dattala, which was notarized by its notary public, Kim Muhammad, on April 7, 2019. In it, Dattala purportedly confirmed the April 8, 2019, deed for the sale of the 50 Sacramento Property by Dattala to Bursey.

8. Precision purchased the 59 Sacramento Property on May 2, 2019, from Bursey pursuant to a Grant, Bargain, Sale Deed, for the purchase price of \$130,000.

9. WFG was aware that Bursey was purchasing the 59 Sacramento Property from John Dattala. WFG's preliminary title report and public records confirmed that Bursey completed that purchase from Dattala on April 22, 2019.

10. At the time of the purchase of the 59 Sacramento Property, Precision alleges it was not on notice and was unaware of any competing claims to title or possession of that property.

11. Precision completed the 59 Sacramento Property purchase by hiring WFG as a third-party escrow company, which assigned this transaction Escrow Number 19-282990. Escrow appears to have been opened, and/or the Escrow Instructions were signed on April 29, 2019, and April 30, 2019, respectively, and escrow closed on May 2, 2019. Jenine Santos was the Escrow Officer.

12. Precision also procured title insurance coverage on 59 Sacramento Property through WFG.

13. As part of its escrow file, underwriting, and for its title insurance, WFG obtained an Affidavit of Grantor from Dattala, which WFG represented as having been notarized by notary public Lillian Medina on April 29, 2019. In it, Dattala purportedly confirmed the April 22, 2019 deed for the sale of the 59 Sacramento Property by Dattala to Bursey.

14. On May 7, 2019, Dattala commenced this action with the filing of a Complaint and immediately filed a Lis Pendens against both Properties. Dattala generally alleges in his most recently filed Second Amended Complaint that Bursey defrauded him as to the 50 Sacramento Property and 59 Sacramento Property, that the sales to Precision by Bursey should be unwound with title being quieted in favor of Dattala, that WFG was negligent in its handling of the 50 Sacramento Property Escrow and 59 Sacramento Property Escrow, and that Lillian Medina conspired with Bursey.

15. During discovery in the lawsuit and in part after obtaining both escrow files, Precision discovered that WFG committed various acts and omissions in the handling of its third-party title and escrow services provided for the 50 Sacramento Property and 59 Sacramento Property, all of which are more fully described in Defendant Precision Assets' Crossclaim against WFG National Title Insurance Company and which are also addressed below in the Reasons for Opinions section.

GENERAL OPINIONS

1. WFG's role in the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow included escrow and title services.

2. WFG's role in the 59 Sacramento Property Escrow included both escrow and title services.

3. In both the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow, WFG was obligated to follow the Escrow Instructions or obtain clarification of those instructions if it believed that such instructions were ambiguous in any way. For example, if there was ambiguity surrounding the underlying purported sales from Dattala to Bursey very close in time to Bursey selling 50 & 59 Sacramento, WFG had a duty to ask for clarifications, and if it was not comfortable that things were as they should be, or that there was possible fraud, to resign as escrow agent or at a minimum to share the issues by disclosing them to Precision.

4. WFG was further obligated to disclose and to seek further instructions from the Parties once it discovered red flags and improprieties that amount to fraud ["An escrow agent may not close its eyes in the face of known facts and console itself with the thought that no one has yet confessed fraud. Although not required to investigate, when the agent is aware of facts and circumstances that a reasonable escrow agent would perceive as evidence of fraud, then there is a duty to disclose."] The *Marks Properties* holding applies to WFG for both the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow.

5. WFG's conduct in both the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow constituted conduct below the standard of care for an escrow and title agent in Clark County, Nevada. By not protecting the integrity of the transaction, by not relaying known facts, by not following proper protocols and procedures, WFG's acts and omissions caused it to breach its obligations under the escrow instructions under which it agreed to perform escrow and title services, and deprived Precision the benefit of the bargain of closing both properties with valid title and without exposure from Dattala that he was cheated out of his two properties by Bursey and that Bursey's bad acts could preclude Precision from being a bona fide purchaser for value.

6. WFG's conduct in both the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow fell below the standards and practices in Nevada's title and escrow industry.

7. WFG's conduct in failing to alert Precision of indications of fraud and/or material issues in both the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow fell below the standards and practices in the title and escrow industry in Nevada.

//

REASON FOR OPINIONS

General Overview and Definitions

Escrow is defined in NRS 645A.010(3) as follows:

"Escrow" means any transaction wherein one person for the purpose of effecting the sale, transfer, encumbering, or leasing of real or personal property to another person, delivers any written instrument, money, evidence of title to real or personal property, or other thing of value to a third person until the happening of a specified event or the performance of a prescribed condition, when it is then to be delivered by such third person to a grantee, grantor, promisee, promisor, obligee, obligor, bailee, bailor or any agent or employee of any of the latter. The term includes the collection of payments and the performance of related services by a third person in connection with a loan secured by a lien on real property.

Additionally, NAC 645A.220 also sets forth the general and miscellaneous standard of practice for escrow agencies and agents, with the ones notable here being:

1. Each escrow agent and agency shall conduct the business of the escrow agency openly, fairly and honestly, and shall at all times conform to the accepted business ethics and practices of the escrow agency business.
2. Each escrow agent and agency shall act without partiality to any of the parties to an escrow transaction.
- ...
9. An escrow agency shall not accept any change to escrow instructions, or to amended or supplemental escrow instructions, unless the change is signed or initialed by all persons who signed or initialed the escrow instructions before the change was presented.
- ...
11. An escrow agency shall use documents, money or other property deposited in escrow only in accordance with the written escrow instructions of the principals to the escrow or, if not otherwise directed by written or electronically executed instructions, in accordance with sound escrow practice, or pursuant to an order of a court of competent jurisdiction.
12. An escrow agency shall not record or deliver for recording any instrument which purports to transfer a person's title to or interest in real property without first obtaining that person's written consent to the recording or delivery.

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Also applicable to this opinion is the basic elements and definition of negligence under Nevada law:

1) Defendant owed a duty of care to plaintiff; 2) Defendant breached that duty; 3) the breach was the legal cause of plaintiff's injuries; and 4) Plaintiff suffered damages. *Scialabba v. Brandise Construction Co.*, 112 Nev. 965, 921 P.2d 928 (1996). In an issue of professional negligence, a defendant has the duty to use such skill, prudence and diligence as other members of the profession commonly possess and exercise. *Morgano v Smith*, 110 Nev. 1025, 879 P.2d 735 (1994).

Finally, specifically regarding an escrow agent's duty of investigation and duty of disclosure, the Nevada Supreme Court held in *Mark Properties, Inc. v. National Title Co.*, 14 P.3d 507 (2000):

We agree with Mark Properties that an escrow agent has a limited duty to disclose facts concerning actual fraud of which the agent is actually aware. Although we conclude that the escrow agent has such a duty, we hold that an escrow agent has no duty to investigate circumstances surrounding a particular sale in order to discover fraud.

Generally, the escrow instructions control the parties' rights and define the escrow agent's duties. See *Broussard v. Hill*, 100 Nev. 325, 682 P.2d 1376 (1984). Other jurisdictions have, however, recognized an exception to this general rule, holding that an escrow agent has a duty to disclose known fraud to the parties with whom it has an escrow relationship. See *Burkons v. Tigor Title Ins. Co. of California*, 168 Ariz. 345, 813 P.2d 710, 716-18 (1991); *American State Bank v. Adkins*, 458 N.W.2d 807, 810 (S.D. 1990). The *Burkons* court explained the rationale for implying a duty to disclose:

[An escrow agent may not] close its eyes in the face of known facts and console itself with the thought that no one has yet confessed fraud. Although not required to investigate, when the agent is aware of facts and circumstances that a reasonable escrow agent would perceive "as evidence of fraud," then there is a duty to disclose.

Burkons, 813 P.2d at 718. The *Burkons* rationale persuades us. We cannot condone an escrow agent's silence when the agent is aware of facts indicating that fraud is being perpetrated on a party with whom the agent has an escrow relationship.

//
//

50 Sacramento Property Escrow

In applying such standards here and reasonable and customary escrow practices in Clark County, Nevada, WFG failed to satisfy such standards, and its conduct fell below such applicable standards of care. Review of the 50 Sacramento Property Escrow file reflects that the escrow was opened and closed within two weeks. While that itself is not prohibited, the fact that the escrow was necessarily conditioned on the immediately prior recorded uninsured Quitclaim Deed from Bursey to Dattala being recorded as the basis for Bursey's claimed title as the seller in the transaction with Precision should have alerted WFG to potential title issues in its contractual, statutory, and common law duties owed to Precision as the buyer. More specific reasons for my opinions reached herein are as follows.

1. Section 1 of WFG's escrow instructions executed by the Seller and Buyer states: *"Seller and Buyer have entered into that certain Residential Purchase Agreement and Joint Escrow Instructions dated, together with any amendments/supplements thereto (collectively "Agreement"), a copy of which is attached hereto as Exhibit "A". . . . I did not find any agreement attached to the parties' signed escrow instructions. The purchase agreement that I found in WFG's escrow file is entitled: Purchase Contract for the Sale and Purchase of Real Property".* I can only assume the purchase agreement that was intended to be referenced in WFG's escrow instruction was the *"Purchase Contract for the Sale and Purchase of Real Property"*. The escrow industry standard of practice and care is to utilize complete escrow instruction with all exhibits attached so that all parties to the escrow know exactly the duties and obligations of the Escrow Holder in carrying out the terms and conditions the escrow.

2. While it is unclear as of the submission of this report whether WFG maintains a policy of always obtaining an Affidavit of Grantor from a prior seller, WFG did so here with its own form. Jenine Santos email of April 6, 2019, at WFG 368-369, wherein a blank form of Affidavit of Grantor was emailed to "wjb03014" included the following instruction: "I have attached the form that needs to signed by John Dattala. Nothing on the forms needs to be completed". This statement is followed by "You may email it back to me once it's signed and notarized. Along with a copy of the deed and deed of reconveyance that you record." The escrow industry standard of practice and care is to not send out blank documents to be signed and notarized without having the pertinent information/blanks completed or have the form completed by the signer before signing and being notarized. If done in the manner evidenced by Ms. Santos's email, it is an invitation to commit fraud.

3. Additionally, the escrow industry standard of care is for the escrow officer/title company to verify uninsured deed and reconveyance under their complete control and not to have the benefited party be the conduit for obtaining the validity of uninsured documents. It violates industry standards to have the Grantee take possession of the signed documents. That is bad enough, but it is inexcusable for the escrow officer to know there is an uninsured deed almost immediately before the sale from that Grantee is set to close and facilitate the Grantee (who should not even possess such a deed)

actually be the one that records it. ("Along with a copy of the deed and deed of reconveyance that you record"). The same is equally true of the Reconveyance, which was also required to clear title before Bursey and not Dattala could be the Seller in the transaction to Precision as the original buyer's assignee. It was inexcusable and violated the standards of practice of an escrow officer for Ms. Santos to facilitate Mr. Bursey recording the Quitclaim Deed and Reconveyance by not utilizing a Third-Party Document Delivery Instruction a sample of which is attached hereto as Schedule One.

4. Thus, WFG's Affidavit of Grantor used to verify the authenticity of a recorded uninsured deed to be provided to Bursey, the Grantee and benefited only him as the party named in the uninsured deed. It was improper and below the standard of care for Ms. Santos to utilize Mr. Bursey, the Grantee, to obtain a verification from the Grantor, John Dattala that he did actually sign and deliver the uninsured deed to the Grantee. The escrow industry standard of practice and care is to deal directly with the Grantor when escrowing and insuring a transaction based on the validity and enforceability of the uninsured deed. It is not an industry standard to have the benefited party or their representative be the one who obtains the affidavit, or for that matter to play any role in filling it out. If the escrow agent does not have direct contact with the Grantor, they cannot determine if the Grantor's acts were known, understood, and voluntarily agreed to by the Grantor.

5. Beyond the problems with the WFG's Affidavit of Grantor addressed above, the Affidavit of Grantor was dated and acknowledged on April 7, 2019, purporting to validate the Quitclaim Deed that was not yet recorded and was only recorded the day after on April 8, 2019. See PRECISION 0001. This alone should have alerted WFG to potential fraud. Further, WFG should have been alerted to this issue and potential fraud based on the Affidavit of Grantor referencing in Section 2 therein that the Quitclaim Deed was attached to the Affidavit, yet no Quitclaim Deed was attached.

6. There also does not appear to be any direct contact information for Dattala provided to the escrow agent. Any escrow transaction where contact information for the Grantor of an uninsured deed is not provided is a red flag that the Grantor may not be fully aware of what actions their signature may be used for or may not be aware of a subsequent sale by the Grantee, as happened here with Mr. Bursey. This results in the escrow agent having no means of contacting the Grantor and confirming that the Grantor knew exactly what had been signed and the effect on their ownership of the property.

7. It was simply not proper for WFG to ignore that when Bursey opened escrow to sell both properties, he did not even hold title to them. The first run preliminary title report shows Dattala as owner for both 50 & 59 Sacramento. So, when WFG first had contact from Bursey, it knew that a transfer had to first be made from Dattala to Bursey before the sale could be consummated. Taking charge of that transfer is a direct responsibility of WFG, because the escrow officer knew it would be WFG that would insure over the transfer from Dattala to Bursey. So not only to protect itself as title insurer, but also the innocent purchaser Precision which was relying on WFG to ensure that all transfers were legitimate in the chain of title, WFG should not have ignored the transfer

from Dattala to Bursey, but rather should have taken charge of it. WFG should have met with Dattala and confirmed that he understood what he was doing, that there was no fraud, or duress (with additional red flags of that being the liens for sewer charges non-payment and from the municipality for not keeping the property up), and that he was satisfied with the consideration Bursey was paying him for the two properties (another red flag being that Bursey was almost immediately selling the properties for more than he was paying Dattala for them, and that the assignor in turn had marked them up further to sell them to Precision). Failure of the escrow officer, or a vetted notary service retained by the escrow officer, to assist in a signing, which signing includes a standard procedure wherein a series of questions are asked of the Grantor (Dattala) making it foreseeable to the escrow and title company that the Grantor cannot make the exact claims that Dattala has made in the Case – fraud, forgery and duress.

8. Following up on the preceding paragraph, a prudent escrow officer following industry standard, rather than ignoring that there was an almost contemporaneous transfer of the Property, or having the Grantee who stood to benefit financially from that transfer handle obtaining and recording the transfer and the Reconveyance, the proper standard would have been to use Third-Party Document Delivery Instruction a sample of which is attached hereto as Schedule One. In other words, when an escrow officer knows there is a transfer of the Property as a condition to the transaction it has in escrow, it should not even use an Affidavit of Grantor, but instead use the Third-Party Document Delivery Instruction a sample of which is attached hereto as Schedule One for the reasons stated above. The Affidavit of Grantor is standard procedure for when there is an uninsured deed that is not almost contemporaneously recorded in the chain of title, for example, one that is a year or two old, and the escrow officer simply wants to validate that transaction and signatures. That was not the case with Dattala and Bursey.

9. There were also issues on the Preliminary Title Report, which WFG either ignored and/or mishandled. See PRECISION 0016 – 21. First, Dattala was still listed as the owner of record when the Preliminary Title Report was generated, which is a red flag because Bursey was the "Seller" in this escrow. Further, exception 10 references an exception as to "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." Yet, WFG never formally confirmed the handling of such exception, including as set forth above failing to confirm the referenced Deed of Trust was properly reconveyed and that Dattala was no longer claiming any ownership interest or security interest for that matter, in the 50 Sacramento Property. Finally, and most concerning, page 6 of the Preliminary Title Report states "None of Record" as to any instrument conveying the subject property filed for record within 24 months of the effective date of this commitment." However, that was not true, as Dattala was reflected as the owner on the Preliminary Title Report. Bursey had only purportedly obtained title on the same day of that report on April 8, 2019, 4:00 p.m.

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10. WFG prepared an additional Preliminary Report on April 11, 2019. Bursey was then listed as having title, which is consistent with the Quitclaim Deed recorded on April 8, 2019. Somehow, exceptions 9 through 12, all of which were on the Preliminary Report just three days before, are reflected as "INTENTIONALLY DELETED," but there is little to no indication of how such conclusions were reached or any solid evidence that such exceptions were satisfied. Further, Exception 13 requires evidence about HCO Residential LLC, but WFG already knew that HCO Residential LLC had assigned its rights as the Buyer to Precision, as confirmed by the first Preliminary Report prepared on April 8, 2019, listing Precision Assets as the Buyer. Finally, as before, just three days later and there being no dispute that Bursey had obtained purported title through the recording of the Quitclaim Deed on April 8, 2019, page 5 of the Preliminary Title Report again states "None of Record" as to any instrument conveying the subject property filed for record within 24 months of the effective date of this commitment." Again, that was not true, as Bursey had purportedly obtained title on April 8, 2019, at 4:00 p.m. via a recorded Quit Claim Deed.

11. Further, WFG possessed the Deed of Full Reconveyance, purportedly releasing Dattala's Deed of Trust previously granted to Bursey. The fact that WFG knew of all of that being done within one week and especially being able to see that everything, including recording, was done by Bursey himself without any escrow or title company or an attorney, and the Quitclaim Deed being uninsured, without any title insurance is a red flag. It is highly unusual for real property transactions that involve tens of thousands of dollars to not be facilitated by a neutral third party. In Nevada, an escrow/title company is routinely retained to act as the depository of documents and funds to be exchanged once the conditions of the parties' purchase agreement have been satisfied. The escrow industry standard of practice and care is to directly contact and coordinate obtaining of the facts and documents that establish the Grantor of the uninsured deed had a full understanding that the Grantor's title had passed to another person and the Grantee had ownership or occupancy of what had been their property. These facts should have further alerted WFG to what was at a minimum potential fraud and certainly enough to require WFG to alert Precision of the fraud and to seek further instructions.

12. Considering the fact that 95%+ of sale escrow transactions take 30 days or more to complete, a very short time period from the opening and closing of an escrow is another red flag. Any escrow transaction that is opened and closed in two weeks as was done in the 50 Sacramento Property Escrow raises a red flag for two primary reasons: (a) when adequate time is not given to the Escrow Agent to properly review, research, and structure a transaction, which includes the ability to verify an uninsured deed, the risk factor is raised to an unacceptable level that a claim may be filed and may result in related litigation; and (b) there is not sufficient time for the parties to the transaction (principal(s), Escrow Agent or Title Insurer) to analyze or review key facts, such as a recently recorded uninsured deed, as well as the recent Reconveyance. There is no time for the Escrow Agent to perform adequate due diligence.

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13. Further, WFG possessed the Deed of Full Reconveyance recorded on April 8, 2019, purportedly releasing Dattala's Deed of Trust previously executed by Bursey. That Deed of Full Reconveyance does not appear to have been verified by WFG as a legitimate and enforceable document. The title and escrow industry standard of practice and care is to not rely upon a reconveyance that a title company did not record as part of an escrow the title company handled and/or was recorded in conjunction with a recent loan closing wherein loan funds would be used to pay off an existing loan. When a recent sale or loan is not involved, the reconveyance document must be verified using the same process to verify the validity of a recently recorded uninsured deed. I could not find any form of reconveyance verification in the escrow file provided by WFG. Likewise, the fact that WFG knew of all of that being done within one week and especially being able to see that it was done by Bursey himself without any escrow and the Quitclaim Deed being uninsured, without any title insurance should have further alerted WFG to at least potential fraud and enough to alert Precision of the same in seeking further instructions from it. As stated above, and for the same reasons, WFG should have used the Third-Party Document Delivery Instruction a sample of which is attached hereto as Schedule One. And if after communicating with Dattala about the almost simultaneous transfer from him to Bursey, at a minimum WFG should have disclosed these issues to Precision, in writing, and if WFG was not satisfied that there was no fraud, duress, forgery or remained concerned that Dattala did not understand what he was doing, WFG should have resigned as escrow agent, and should not have underwritten title.

14. One additional issue in WFG's handling of its escrow and title duties regarding the 50 Sacramento Property is the title vesting at closing. The Vesting Information Form executed on behalf of Precision indicates that title at closing should be vested as "Precision Assets, a Nevada Corporation." However, WFG disregarded these written instructions and vested title to the 50 Sacramento Property in "Precision Assets, LLC." My understanding is that this caused a great deal of additional motion practice and cost to Precision in the Case, including Dattala then suing Precision Assets, LLC, a non-existent entity in Nevada, Precision's owner, and President Avi Segal being individually named in the Case as a defendant, and ultimately resulted in the Court ordering that such vesting of title be corrected. Precision was also forced to respond to a Nevada Secretary of State complaint that alleged it did business illegally under an unlicensed entity stemming from WFG's failure to record the 50 Sacramento Deed in the correct name of Precision Assets, a Nevada corporation.

59 Sacramento Property Escrow

Other than there is no improper vesting of the title on 59 Sacramento, most of everything else above for my analysis, reasoning, and conclusions for 50 Sacramento applies to WFG's mishandling of the 59 Sacramento Property Escrow. Even more, most of the red flags noted above that are also present in the 59 Sacramento Property Escrow should have been more glaring to WFG, as the same escrow office and escrow officer, Jenine Santos, had just closed the 50 Sacramento Property Escrow, so she would have been seeing those same red flags a second time, a matter of only days later, and knowing

that it was again Bursey making a sale of a property that he had just purportedly obtained from Dattala.

To reiterate the same red flags, (1) there was not any Residential Purchase Agreement attached to the Escrow Instructions; (2) this 59 Sacramento Property Escrow was again very short, with the escrow file indicating escrow was opened on April 22, 2019 (the same day Bursey obtained title through the recording of the Quitclaim Deed) and then closed on May 2, 2019; (3) the same Affidavit of Grantor process was utilized, but WFG again did not require Dattala to come in to sign (which can generally avoid these sorts of issues in relying on an absentee person) and instead used Lilian Medina, an outside notary who I am informed WFG's attorney acknowledged in this Case failed in her notary duties and who failed to follow applicable standards, including as to failing to have Dattala sign her notary book before having him sign an operative document; (4) there again does not appear to be any direct contact information for Dattala anywhere in the file; (5) the sewer account was still in Dattala's name (see PRECISION 0304); and (6) there again was neither any escrow or title insurance on the purported Dattala to Bursey transfer, nor was there any indication such transaction was handled through an escrow or title company, or attorney.

Beyond those issues, the 59 Sacramento Property also had a separate red flag regarding a purported lease and a paid tenant relocation fee. Specifically, beginning at PRECISION0362, there is a Tenant's Estoppel Certificate referencing a lease date of April 29, 2019, with Bursey as the Landlord (despite having only gained title on April 22, 2019), such lease beginning May 1, 2019, indicated as being month to month at \$800 monthly rent, no security deposit, and with the Tenant's Estoppel Certificate being signed by the purported tenant on April 30, 2019, before the lease had even commenced, at least according to what is reflected in that document. Further, WFG had in its file the Addendum to Real Estate Purchase and Sale Agreement in which Bursey stated he did not know if a security deposit was deposited by the tenant, which would align with Bursey having just completed his own "purchase" from Dattala and indicative of fraud in him not knowing the terms of the lease that the 59 Sacramento Property that he just purchased was subject and him now liable. Perhaps most alarming regarding this purported lease situation, WFG also issued a \$15,000.00 check on May 3, 2019, as to what it described as a "Tenant Relocation Fee to Jennifer Waggoner," despite the lease commencing only two days before, such lease being month to month, and the rent only \$800, let alone a total sales price of the 59 Sacramento Property only being \$130,000.00, and the "relocation fee" being \$15,000 under such circumstances, more than ten percent (10%) of the sales price. This is a glaring red flag for potential fraud, yet there is no indication WFG sought additional instructions regarding such arrangement and payment.

The red flags hereinabove noted are not new or unique based on my personal experience and further demonstrated in the Investors Title article entitled "Real Estate Fraud Red Flags Desktop Reference" attached hereto as Schedule TWO. Of particular note pertaining to both properties are listed numbers 4, 8, 10, 12, 13, 15, 18, 19 and 29.

CONCLUSION

As set forth above in detail, WFG's conduct in both the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow constituted a breach of its obligations pursuant to the escrow instructions it agreed to in agreeing to perform escrow and title services and fell below the standards and practices in the title and escrow industry in Nevada, and WFG's conduct in failing to alert Precision of indications of fraud and/or material issues in both the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow fell below the standards and practices in the title and escrow industry in Nevada. The basis and reasons for the above-expressed opinions are based on (1) my review of the documents and information provided to me, including what appear to be the full escrow files for the two subject transactions; (2) my experience in the escrow and title industries; and (3) the controlling legal standards and custom and practice in the escrow and title industries. I look forward to the opportunity to expand on and explain the opinions set forth above in any supplements, as warranted, discussions, depositions, and/or trial testimony. Thank you.

Sincerely,



Ronald O. Bloecker

Attachments

APPENDIX “A”
TO
REPORT OF RONALD O. BLOECKER

APPENDIX “A”
TO
REPORT OF RONALD O. BLOECKER

Ronald O. Bloecker

Expert Witness Cases

Roberts vs Brierley

Washoe County District Court Case No. CV-09-0323

Attorney: Downey Brand, LLP, Michelle Kazmar,

Synopsis: Enforceability of Deed of Trust, Escrow/Demands/Payoffs (OL-D)

Davis vs Bell, et. al.

Washoe County District Court Case No. CV-10-00426

Attorney: Downey Brand, LLP, Michelle Kazmar,

Synopsis: Enforceability of Deed of Trust, Escrow/Demands/Payoffs (OL-D)

Arnaout vs. Nevada Title Company.

Clark County District Court Case No. A-09605440-C

Attorney: Greenberg Traurig, LLP. Leslie Godfrey

Synopsis: Policy Coverage, Standard of Practice-Report / Policy Preparation, Claims Process (OL-P)

Shapiro vs. Stewart Title

US District Court Case No. 2:09-cv-01369-HKM-RJJ

Attorney: Santoro, Driggs, Walch. Oliver Pancheri

Synopsis: Escrow Duties, Standard of Care, Policy/Endorsement Coverage (OL-P)

Homer vs. Semenza

Clark County District Court Case No. A589054

Attorney: Wilson, Elser, Moskowitz, Edelman & Dicker LLP, Hilary Mulkleroy

Synopsis: Escrow Duties, Standard of Care (OL, D-D)

Lindsey vs. American United Title & Escrow, a NV Corp.

US District Court, So. District Case No. 2:09-CV-00459-JCM-GWF

Attorney: Greenberg Traurig, LLP. Leslie Godfrey

Synopsis: Escrow Duties, Standard of Care (P)

Everbank, a Federal Saving Assoc. vs. National Title Company, et al

US District Court, So. District Case No. 2:09-CV-01080

Attorney: Alverson, Taylor, Mortensen & Sanders. Jordon Butler

Synopsis: Escrow duties, Standard of Care, No evidence of fraud (OL-D)

Hidden Valley Glendale, LLC vs. Hidden Valley Ranch, LLC, et al

Clark County District Court Case No. A582050

Attorney: Santoro, Driggs. Gregory Walch

Synopsis: Water Rights, Deed of Trust encumbrance, validity and enforceability (OL-P)

Metropolis Homeowner's Association vs. Shulman

Clark County District Court Case No. A578184

Attorney: Marquis & Aurbach. Avece M. Higbee

Synopsis: Extent of Condominium / Common Elements Ownership, Declarant Rights (OL, D-P)

State of Nevada (NDOT vs. Secrist
Clark County District Court Case No. A527582
Attorney: Santoro, Driggs. Charles Titus, Gregory Walch
Synopsis: Priority and extent of NDOT Right of Way (OL-P)
Victorson & Associates, Inc. vs. Chicago Title Agency of Nevada, et. al.
Clark County District Court Case No. A458796
Attorney: Ronald L. Warren
Synopsis: Escrow Duties, Sale Escrow (OL-D)

Corley vs. Vestin Mortgage Inc., et al
Clark County District Court Case No. A484820
Attorney: James Shapiro
Synopsis: Escrow Duties, Loan Escrow (OL-D).

Harrison Properties vs. Potter
Clark County District Court Case No. A507476
Attorney: Jeffery Steele
Synopsis: Escrow process, Sale of Leased Property (OL,T-P)

NSPCA vs. Fidelity National Title, et al.
Clark County District Court Case No. A469521
Attorney: Doug Gerrard
Synopsis: Title and Escrow Industry Hiring and Training Standards (D-D)

Fremont Investment & Loan vs. Beckley Singleton, CHTD
Clark County District Court Case No. CV-S-03-1406-JCM-FJJ
Attorney: Susan Davis
Synopsis: Escrow Holder duties and fiduciary responsibility (OL, D-P)

Bermuda/Warnsprings vs. Nevada Title
Clark County District Court Case No. 443209
Attorney: Sean Anderson
Synopsis: Marketability, Escrow & Title Practice (D-P)

Mark Properties vs. National Title
Clark County District Court Case No. A371261
Attorney: Robert Vohl
Synopsis: Escrow Duties, Fraud (-D)

American West Homes vs. National Title
Clark County District Court Case No. A434072
Attorney: Tina Walls
Synopsis: Escrow/Title Practice re. Water Rights(-P)

Arvis Forrest vs. Fidelity National Title
Clark County District Court Case No. A436366
Attorney: Doug Gerrard
Synopsis: Escrow Practice, Fraud (D-D)

Thompson vs. Scott

Clark County District Court Case No. A394341

Attorney: Noah Allison

Synopsis: Validity of Tax Sale Proceeding (D, T-D)

Executive Management vs. TICOR

Clark County District Court Case No. A292928

Attorney: Doug Gerrard

Synopsis: Standard Practice by Title Insurer and Escrow Holder (D-D)

Allabashi vs. Old Republic, National Title

Clark County District Court Case No. A387998

Attorney: Patrick Sheehan

Synopsis: Interpretation of coverage under title policy (-D)

Goodrich vs. ATI Title

Clark County District Court Case No. A391856Attorney: *Michael E. Kulwin*

Synopsis: Escrow Holders liability in regards to failure follow written instructions of the principals. (D-P)

U.S. Department of Justice vs. Harley Harmon

Federal District Court Case CR-S-01-013-PMP (PAL)

Attorney: U.S. Attorney, Daniel Bogden

Synopsis: Title Insurance, Deeds of Trusts and other liens on real property. (T-P)

Edwards et al vs. Markem Escrows et al

Clark County District Court Case No A372811

Attorney: Paul M. Gauder

Synopsis: Determination of extent of Escrow Agents duties in processing hard money loan transactions.
(D-D)

Richard Holding Company vs. James Fox

Santa Barbara Superior Court Case No. SM 49987

Attorney: John Dorwin

Synopsis: Determination of Access Rights, Scope and Validity of recorded easement, Slander of Title. (T-P)

Estate of J. L. Wyers

Santa Barbara Superior Court – Probate Case No. 20875

Attorney: John Gherini

Synopsis: Probate Case that started in 1930 but was never closed until 1990. Based on my research of the chains of title of the estate's property, Probate Law, Community Property Law, and Title practice in the 1920's, I testified as to the interest of the spouses in said property.
(T-D)

Johnson vs. Islay Investments

Santa Barbara Superior Court Case No. 182030

Attorney: Betty Jeppesen and Antonio Romasonta

Synopsis: Researched and analyzed effect and validity of an alleged implied easement, constructive notice, and effect of foreclosure.

Marlin vs. Marlin, Continental/Lawyers Title Ins. Co.

Los Angeles Superior Court Case No. WEC 125425

Attorney: Ed Medvine-Mitchell, Silberberg & Knupp

Synopsis: Deed validity, Implied/ Constructive Trust, Title company practice and underwriting procedure, Title company third party liability. (D-P)

Consulting

Nevada

Client: Dave Mason Realty
Issue: State of Washington, Ownership, Transfer of Real Property Interest

Client: State Farm Insurance Company
Issue: Ownership and Maintenance of Common Area

Attorney: James Ordowski, Esquire
Issues: Chains of Title, Ownership of Loans and property

Client: Stadium Village, LLC
Issue: Forensic analysis of Chain of Title to determine project status and potential areas of fraud and misrepresentation by Manager contrary to members' interest.

Client: A-1 Flooring Services, Inc.
Issue: Review terms of Purchase Agreement, Deed of Trust and Note and compare to industry standards for similar transactions.

Attorney: C. Sheppard, Atty. formerly with Pedersen-Walker & Kendrick
Issue: Coverage afforded under Title Policy, affect of after acquired title principal, Title practice and procedure, interpretation of Policy Schedules & exceptions.

Attorney: T. Genring-Richman, Larence, Mann & Greene formerly with Weinberg, Zipser, and Arbiter and Heller.
Issue: Affect on marketability of documents in the chain of title. Significance of deletions and auditions to title report, upon timely close of escrow.
Jurisdiction: Federal District Court

Attorney: D. Riogo-Morris, Polich and Purdy
Issue: Extent of ownership to property based on interpretation of legal description and chain of title.

California

Attorneys

Specialized research for attorneys and their clients in real property matters. Analytical and interpretive title research that allows for a more detailed and accurate assessment by counsel of their clients chances of successful resolution of negotiated settlement, or if necessary-litigation. Research area includes:

Validation of easements and the extent of same.

Lot Splits / Certificate of Compliance
Property ownership determination
Independent determination of Title Policy Coverage

Title Insurance Companies

Provide on the job and formal training for title company employees in the areas of title and escrow accepted practice and procedures, real property law, endorsements, underwriting and Individualized instruction for title officers in the areas of time management and quality control. Claims investigation and settlement negotiations.

Clients: Ticor Title Insurance - Santa Barbara
 Santa Barbara Title Co.- Santa Barbara
 Security Union Title Ins. Co.- San Diego
 Chicago Title Insurance Co. – Rosemead

Developers

Project Manager: Assist developers in processing applications for subdivisions with department of Real Estate and local agencies. This includes resolution of real property problems, financing, and development of specialized documents and procedures to resolved local agency requirements.

Summary of Work Experience

November 2008 to Present

Fidelity National Title Agency of Nevada Inc.

Closing Officer, Senior Underwriter / Advisory Title Officer

Las Vegas, NV

Duties include underwriting and coordinating the closing of land and personal property transactions. Re view and approval of High Liability and Extra Hazardous Risk transactions.

December 2007 to October 2008

Land America Commercial Services

Underwriter/Closing Officer, Las Vegas, NV

Duties include underwriting and coordinating the closing of land and personal property transactions

July 2002 to November 2007

First American Title Insurance Company, Inc.

Vice President / National Commercial Services Underwriter, Las Vegas, NV

Responsibilities included but were not limited to (i) Customer Relations, (ii) for title and escrow underwriting decisions of 100 Million or less, (iii)claims investigation and settlement; (iv)

branch management and (iv) Continuing Education and Continuing Legal Education accredited trainer.

April 1994 to July 2002

Fidelity National Title Agency of Nevada Inc.

Vice President Commercial and Special Projects Division – Las Vegas, NV.

Positions held prior to current position being Internal Auditor and Trainer, Escrow Officer, Main Escrow Branch Manager, and Interim Escrow Administrator / Advisor. In addition to acting as the Escrow agent in multi-state, multi-million dollar Real Estate Transactions, I provide direct supervision of 6 associates specializing in bulk sales, exclusive home escrows, and subdivision sale escrows. Primary duties is making and/or approving the underwriting guidelines for non-residential escrows and the issuance of title policies in conjunction to the closing of escrows.

September 1990 to November 1993

Fidelity National Title Insurance Company

Manager Title Operations, Title Officer, Underwriter - Santa Barbara, CA

Established direct operations in Santa Barbara County and responsible for recruiting, underwriting, and managing all personnel in title operations.

April 1989 to March 1994

I-TECC – Innovative Title / Escrow Consulting and Coordinating

Owner / Consultant

As a consultant and expert witness in real property matter I assist clients in resolving problems encountered in this area. The major areas of service to my clients are

1. Expert witness in real property related to litigation.
2. Specialized research for attorney clients. Research projects are in areas that exceed the expertise and service ability of Title Companies. My specialty was providing documentation and analysis needed to either defeat or confirm easements.
3. Title and escrow training for employees of title companies, including formal classroom setting and on the job training. In addition I also provide underwriting advice.
4. Relief Title Officer, Foreclosure Officer, and contract examinations of title chains.
5. Project Coordinator for profit and non-profit developers.

May 1985 to March 1989

Security Union Title Insurance Company – Formerly Safeco Title (Manager)

Title Operations Santa Barbara County

In this position, I was directly responsible for the management and day-to-day supervision of five departments and twenty-two to twenty-eight employees. In this position I was also the Chief underwriter, responsible for approving and/or resolving high liability and high risk transactions. Additionally I was the claim officer working, with customers and attorneys in resolving title and escrow claims.

March 1976 to April 1985

Safeco Title Insurance Company

Imperial County

I began my career with Safeco Title as a Title Insurance Trainee. Prior to my promotion to Santa Barbara County, I held the position of Title and Escrow Manager. In my tenure at this office, I was responsible for formalization of work standards and procedures while developing and implementing a successful quality control program. In addition, as Escrow Manager, I introduced and implemented advanced planning concepts and techniques for the Escrow Department. Other positions held include High Liability Title Officer, Subdivision Escrow Officer, and Claims Officer.

Profession Designations:

- So. Nevada Escrow Assoc. - Senior Certified Escrow Officer
- Member Nevada Land Title Association (2012 Vice President)
- Member So. Nevada Escrow Association (SNEA)
- Member Nevada Escrow Association
- Member American Escrow Association
- Director SNEA. Board of Directors 2008
- Vice President SNEA 2009
- First vice President SNEA 2010
- AEA/NEA Delegate representing SNEA
- Member of NAMI (National Alliance on Mental Illness)
- Vice President NAMI 2010, 2011
- Lorman Educational Services Faculty
 - July 2004, July 2005 Title Work Seminar, Title Policies and Endorsements
 - Feb. 2005, Feb. 2006 Commercial Lending Requirements Title & Escrow process
 - May 2007, New ALTA 2006 Policy, Commitments, Documents
 - November 2008, New ALTA 2006 Policy, Commitments, Documents
 - June 2009, Escrow Basics-National Tele-Conference Seminar.
- State of Nevada, Real Estate Division Licensed Instructor, New ALTA 2006 Policy, Commitments, Documents
- State of Nevada, CLE Licensed Instructor, New ALTA 2006 Policy, Commitments, Documents
- Lied Institute of Real Estate, UNLV CE Class 2010-Title Insurance Underwriting.

Education:

Master of Administration
University of California, Riverside

March 1976
G.P.A. 3.8

Bachelor of Arts
University of California, Riverside

December 1974
G.P.A. 3.3

Exhibit A: List of Depositions
Exhibit B: List of Trial Testimony

APPENDIX “B”
TO
REPORT OF RONALD O. BLOECKER

APPENDIX “B”
TO
REPORT OF RONALD O. BLOECKER

Appendix B

- A. WFG Escrow No.: 19-274856 (50 Sacramento)
- B. WFG Escrow No.: 19-282990 (59 Sacramento)
- C. Defendant Precision Assets' Crossclaim Against WFG National Title Insurance Company
- D. Plaintiff Second Amended Complaint dated 01/31/21
- E. Dattala's Opposition to WFG & Precision 's Motion to Dismiss dated 8/23/2019
- F. Jan Kelly's Initial Report dated 6/11/-2019
- G. Jan Kelly's Supplemental Report Dated 10/16/2019
- H. WFG miscellaneous email correspondence
- I. Internet Search-fraud red flags real estate

SCHEDULE “ONE”

TO

REPORT OF RONALD O. BLOECKER

SCHEDULE “ONE”

TO

REPORT OF RONALD O. BLOECKER

Schedule ONE

Title / Escrow Company
Address
Phone / Fax

THIRD PARTY - DOCUMENT DELIVERY/AUTHORITY

DATE:

TO: Escrow Company Name

Re: Escrow Number:

In connection with the referenced escrow the undersigned hand(s) you herewith the following described document(s), duly executed, viz:

Without notice to the undersigned and without further instruction and/or authority, you are hereby authorized and directed to use the described document(s) for the benefit of the parties to your escrow:

☐ **WITHOUT COLLECTION FOR THE ACCOUNT OF THE UNDERSIGNED;**

or

☐ **WHEN YOU HOLD FOR THE ACCOUNT OF THE UNDERSIGNED**

_____ and without any liability and/or responsibility to the undersigned on your part in so doing.

The undersigned does hereby, unconditionally, assign all right, title and interest in and to said document(s) to the parties thereunto entitled. You are authorized and directed to record and/or deliver the said document(s) at the sole direction of the party, or parties, to your escrow.

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SCHEDULE “TWO”

TO

REPORT OF RONALD O. BLOECKER

SCHEDULE “TWO”

TO

REPORT OF RONALD O. BLOECKER

REAL ESTATE FRAUD RED FLAGS DESKTOP REFERENCE

1. Documentation includes deletions, correction fluid, or other alteration
2. Different handwriting or type styles within a document
3. Buyer currently resides in subject property
4. Seller is not currently reflected on title
5. Buyer is not the applicant
6. Buyer(s) deleted from/added to sales contract
7. Power of Attorney is used
8. Owner is someone other than seller shown on sales contract
9. Purchase price is substantially higher than predominant market value
10. Purchase price is substantially lower than predominant market value
11. Title Work Prepared for and/or mailed to a party other than the lender or attorney
12. Evidence of financial strain may indicate a compromised sale transaction (flip, foreclosure rescue, straw buyer refinance, etc.), or might suggest undisclosed credit problems in the case of a refinance
 - a. Income tax, judgments or similar liens recorded
 - b. Delinquent property taxes
 - c. Notice of default or modification agreement recorded
13. Seller owned property for short time
14. Buyer has pre-existing financial interest in the property
15. Date and amount of existing encumbrances appear suspicious
16. Chain of title includes an interested party such as realtor or appraiser
17. Buyer and seller have similar names (property flips often utilize family members as straw buyers)
18. Borrower or seller name is different than on sales contract and title
19. Payouts to unknown parties or parties not providing real estate related services
20. Refinance pay offs for previously undisclosed liens
21. Short sale offer is from a related party
22. Numbers on the documentation appear to be "squeezed" due to alteration
23. Loan purpose is cash-out refinance on a recently acquired property
24. Earnest money deposit equals the entire down payment, or is an odd amount
25. Real estate commission is excessive
26. Down payment source is other than deposits (gift, sale of personal property)
27. Significant or unrealistic commute distance
28. Excessive sales commissions
29. Excessive fees and/or points
30. Cash proceeds to borrower are inconsistent with final application and loan approval
31. Cash-back at closing to the delinquent borrower, or disbursements that have not been expressly approved by the servicer
32. Buyer is reluctant to bring good funds to closing
33. Lender or broker request changes, not in writing, which are contrary to written closing instructions

CLICK HERE TO REPORT FRAUD

or visit www.invtitle.com/suspected-fraud-notification