

Paul Daniel King  
Personal Representative, Martin Jeffrey King Estate  
[pdannyking@gmail.com](mailto:pdannyking@gmail.com)  
Pro Per

Electronically Filed  
Feb 16 2022 03:44 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

DISTRICT COURT  
CLARK COUNTY, NEVADA

In the Matter of the Estate of:

MARTIN JEFFREY KING, AKA JEFFREY  
KING,

Case No.: P-19-100680-E  
Dept. No.: 26

Deceased.

**EX PARTE AMENDED APPEAL AND MOTION TO RECONSIDER ORDER  
GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND ORDER  
FOR PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO  
FACILITATE THE SALE OF THE PROPERTY ON ORDER SHORTENING TIME**

Paul Daniel King, personal representative of the Martin Jeffrey King Estate, hereby submits his Ex Parte Amended Appeal and Motion to Reconsider This Court's Order Granting Objection to Report and Recommendation and Ordering Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property on Order Shortening Time. This Ex Parte Appeal and Motion to Reconsider on Order Shortening Time is made and based upon all papers, pleadings, and records on file herein; all exhibits and briefing related thereto; the Petition for Order Requiring Sale filed on June 16, 2021; the Order Granting Objection to Report and Recommendation and Ordering Paul Daniel King to Execute All Documents Needed to Facilitate the Sale of the Property entered on January 11, 2022; the attached Declaration and Findings of Fact; and any oral argument allowed at a hearing on this matter.

Dated this 14th day of February, 2022.

By:



Paul Daniel King

Personal Representative, Martin Jeffrey King Estate

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**ORDER SHORTENING TIME**

Upon the Declaration of Paul Daniel King, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED and DECREED that the time for hearing of the  
above-entitled matter will be shortened and will be heard on the \_\_\_\_ day of \_\_\_\_\_,  
2022, at the hour of \_\_\_\_\_.m. in Department XXVI of the Eighth Judicial District Court  
located: (please select one)

\_\_\_\_ In person, Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada, 89155

\_\_\_\_ Bluejeans Link:

\_\_\_\_\_  
DISTRICT COURT JUDGE

Respectfully submitted by:

Paul Daniel King  
Personal Representative, Martin Jeffrey King Estate  
[pdannyking@gmail.com](mailto:pdannyking@gmail.com)  
Pro Per

1  
2 **DECLARATION OF PAUL DANIEL KING IN SUPPORT OF 1)EX PARTE AMENDED**  
3 **APPEAL AND MOTION TO RECONSIDER ORDER GRANTING OBJECTION TO**  
4 **REPORT AND RECOMMENDATION AND ORDER FOR PAUL DANIEL KING TO**  
5 **EXECUTE ANY AND ALL DOCUMENTS NEEDED TO FACILITATE THE SALE OF**  
6 **THE PROPERTY; AND 2) ORDER SHORTENING TIME**

7 I, Paul Daniel King, declare as follows:

8 1. I am the personal representative of the Estate of Martin Jeffrey King (“King  
9 Estate”). I have personal knowledge of the facts stated herein, except for those stated on  
10 information and belief and, as to those, I believe them to be true. I am competent to testify as to  
11 the facts stated herein in a court of law.

12 2. On January 11, 2022, this Court entered an Order Granting Objection to Report and  
13 Recommendation and Ordering Paul Daniel King to Execute Any and All Documents Needed to  
14 Facilitate the Sale of the Property (“Order to Execute Documents”).

15 3. On February 10, 2022, I filed an Appeal of the aforementioned Order based on  
16 erroneous information I was provided. I therefore seek to amend the Appeal and file a Motion to  
17 Reconsider the Order Granting Objection to Report and Recommendation and Ordering Paul  
18 Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property.

19 4. This matter involves the Property at 2220 Village Walk Drive, Henderson, Nevada,  
20 89052, Unit 3306 (“the Property”). The King Estate owns 25% of the Property.

21 5. Subsequent to this Court’s entry of the Order to Execute Documents, Chicago Title  
22 of Nevada (“Chicago Title”) sent me Seller’s Closing Documents, including an Indemnity  
23 Agreement to hold Chicago Title harmless, for me to sign. The Property owners listed on the  
24 Seller’s Closing Documents, including the Indemnity Agreement, were different from the owners  
25 listed on Chicago Title’s Title Report. Therefore, the execution of the Seller’s Closing Documents  
26 will impose the King Estate to a potential liability.  
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2 6. I informed both Petitioner Craig Hofman and Chicago Title of the discrepancies  
3 between the Seller's Closing Document and the Property's Title Report, and requested for Craig  
4 Hofman to execute a Quit Claim Deed required to correct the information on the Seller's Closing  
5 Documents. Both parties were unresponsive to my request.

6 7. Good cause exists for this matter to be heard on shortened time because:

- 7 a. On February 2, 2022, Petitioners filed an Ex Parte Application for Order  
8 Appointing the Court Clerk to Execute the Seller's Closing Documents  
9 Pursuant to NRCP 70 and EDCR 7.51 on Behalf of Paul Daniel King  
10 without notifying me of the Ex Parte Application.  
11  
12 b. On February 4, 2022, this Court entered an Order Appointing Court Clerk  
13 to Execute the Seller's Closing Documents Pursuant to NRCP 70 and EDCR  
14 7.51 on Behalf of Danny King.  
15  
16 c. Because of inaccuracies in the Seller's Closing Documents, their execution  
17 will impose liabilities on the King Estate. Therefore, it is in the interest of  
18 the King Estate to have these matters heard before the Court Clerk executes  
19 the Seller's Closing Documents.

20 8. On that basis, I request for this Ex Parte Amended Appeal and Motion to  
21 Reconsider to be heard on Shortened Time, either before Thursday, February 17, 2022, or at a time  
22 convenient for the Court.

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

24 Executed this 14th day of February, 2022.

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27 Paul Daniel King, Personal Representative, Martin Jeffrey King Estate  
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## FINDINGS OF FACT

10. On January 11, 2022, this Court entered an Order Granting Objection to Report and Recommendation and Ordering Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property (“Order to Execute Documents”). The Order to Execute Documents did not specify a deadline by when the documents needed to be executed nor which documents needed to be executed.

11. I received Seller’s Closing Documents from Chicago Title of Nevada (“Chicago Title”) on January 26, 2022, more than two weeks after the Order to Execute Documents was entered. The Seller’s Closing Documents I was ordered to sign listed a different party owning 50% of the Property – Hof’s Hut Restaurants Inc. – than Chicago Title’s own Title Report (attached as **EXHIBIT “A”**). The Title Report lists Craig Hofman – not Hof’s Hut Restaurants Inc. -- owning 50% of the Property. The Title Report also indicated that Craig Hofman’s wife had yet to convey her community-property interest in the Property, and referenced a 2005 Quit Claim Deed as “uninsured,” further clouding title.

12. The Seller’s Closing Documents also included an Indemnity Agreement (attached as **EXHIBIT “B”**) for me to sign that both listed a non-owner (“Hof’s Hut Restaurants Inc.”) as a 50% Property owner and indemnified Chicago Title against any claims.

13. The Seller’s Closing Documents also included a Residential Purchase Agreement and an Addendum to Purchase Agreement (attached as **EXHIBIT “C”**). Both documents contradicted all of the documents Chicago Title requested more me to sign by listing only Craig Hofman, Alfred King and Janet King as Property sellers. The King Estate and Hof’s Hut Restaurants Inc. were not listed as Property sellers

14. When I subsequently inquired to Petitioner’s Counsel and Chicago Title about who

1 owned the 50% Property share in question, Petitioner's Counsel responded by asking me if I was  
2 going to execute the Seller's Closing Documents, while Chicago Title was unresponsive.

3  
4 15. I was subsequently advised by two other title companies – First American Title and  
5 Equity Title of Nevada – that there remained a cloud on Property title for the following reasons:  
6 a) Craig Hofman's wife hadn't conveyed her community-property interest in the Property, and b)  
7 Craig Hofman in 2005 executed a Quit Claim Deed purporting to convey ownership interests from  
8 **all** of the owners, including Martin Jeffrey King, to Hof's Hut Restaurants Inc.

9  
10 16. As a result of the 2005 Quit Claim Deed, Equity Title of Nevada's Title Report  
11 (attached as **EXHIBIT "D"**) shows **both** Craig Hofman and Hof's Hut Restaurants Inc. owning  
12 50% of the Property, in addition to Martin Jeffrey King and Petitioner Alfred Samuel King each  
13 owning 25% (i.e. the Title Report lists vestees holding 150% of the Property). Both Equity Title  
14 of Nevada and First American Title advised me that they would require Craig Hofman to execute  
15 a new Quit Claim Deed before closing escrow (emails from Equity Title and First American Title  
16 attached as **EXHIBIT "E"**). Unlike Chicago Title, both other title companies would also require  
17 for me to sign any Purchase Agreements, and neither would require for me to sign an Indemnity  
18 Agreement. First American Title also said it would also require a copy of the Hof's Hut Restaurants  
19 entity documents showing Craig Hofman as the legal owner.

20  
21 17. As noted above Chicago Title's Title Report indicates multiple clouds on Property  
22 title, including Craig Hofman's wife's lack of conveyance of her community-property share and  
23 the "uninsured" 2005 Quit Claim Deed. Chicago Title defines uninsured as "a deed that has not  
24 been examined by the title company." Despite the multiple clouds on Property title and inaccurate  
25 ownership information on the Seller's Closing Documents, Chicago Title was still requiring for  
26 me to sign an Indemnity Agreement, therefore imposing a potential liability on the King Estate.  
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2 18. Upon receiving the advice from the other two title companies, I again contacted  
3 both the Petitioners Counsel and Chicago Title in an attempt to resolve the title issues, and  
4 requested for Craig Hofman to execute a Quit Claim Deed conveying his, and only his 50% interest  
5 to Hof's Hut Restaurants Inc. Both parties were again unresponsive to my request.

6 19. Instead, on February 2, 2022, Petitioners Craig Hofman and Sam King filed an Ex  
7 Parte Application for Order Appointing the Court Clerk to Execute the Seller's Closing Documents  
8 Pursuant to NRCF 70 and EDCR 7.51 on Behalf of Paul Daniel King with this Court ("Ex Parte  
9 Application"). Petitioners' Counsel never notified me of the Ex Parte Application and never  
10 forwarded me a copy of the Ex Parte Application, so I was never provided the opportunity to  
11 respond to claims made in the Ex Parte Application. Pursuant to NRS 155.010, Petitioners were  
12 required to notify me of the Ex Parte Application, but never did. I only found out about the Ex  
13 Parte Order on February 11, 2022, when Petitioner's Counsel notified me of the Notice of Entry  
14 of Order Appointing Court Clerk to Execute the Seller's Closing Documents Pursuant to NRCF 70  
15 and EDCR 7.51 on Behalf of Danny King.

16  
17 20. On February 10, 2022, I attempted to file a Motion for Reconsideration of the Order  
18 to Execute Documents because I'd learned that there was a cloud on Property title, but I incorrectly  
19 filed the Motion as an Appeal.  
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## 21 CONCLUSION

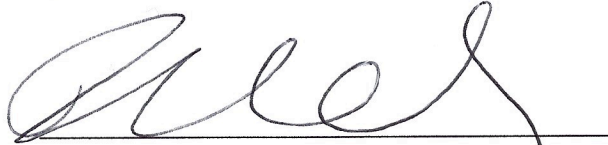
22 21. Based on the foregoing, I am filing an Ex Parte Amended Appeal and Motion to  
23 Reconsider This Court's Order Granting Objection to Report and Recommendation and Ordering  
24 Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property  
25 on Order Shortening Time.  
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27 22. The Order to Execute Documents needs to be reconsidered because it did not  
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1 specify which documents required executing, and the Seller's Closing Documents I was asked to  
2 sign subsequent to the entry of the Order were inaccurate and, if executed, will impose a liability  
3 on the King Estate.  
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5 23. The Order to Execute Document also needs to be amended to order for Petitioner  
6 Craig Hofman to execute the Quit Claim Deed required to correct the Seller's Closing Documents,  
7 and to order myself to sign the Seller's Closing Documents only after they are corrected so that  
8 the identity of the Sellers match the identity of the Property owners on the Property's Title Report.  
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10 Dated on this 19<sup>th</sup> day of February, 2022.  
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14 PAUL DANIEL KING  
15 PERSONAL REPRESENTATIVE, MARTIN JEFFREY KING ESTATE  
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# EXHIBIT “A”





**Chicago Title of Nevada, Inc.**

Chicago Title of Nevada, Inc.  
500 N. Rainbow Blvd, Suite 105  
Las Vegas, NV 89107  
Phone: (702) 836-8000

Order #: **21007808**

Your Reference #:

Escrow Officer: **Kathe Stevens**  
**7201 W. Lake Mead Blvd., #101**  
**Las Vegas, NV 89128**  
Phone: **(702) 940-0200**  
Fax: **(702) 932-0300**  
Email: **Kathe.Stevens@ctt.com**

Title Officer: **Tina Lucid**  
Proposed Buyer(s): **Jeffrey Steffen and/or Assigns**  
Sales Price: **\$686,600.00**  
Proposed Lender: **Cash Sale**  
Loan Amount: **\$0.00**  
Short Term Rate: No

Property Address: **2220 Village Walk Drive # 3306 Henderson, NEVADA 89052**

## **PRELIMINARY REPORT - 4th Amendment**

Effective Date: December 27, 2021 at 7:30 a.m.

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

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Chicago Title Insurance Company**.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment 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. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Countersigned:

By:   
Authorized Signature



By:   
Randy Quirk  
President

ATTEST   
Marjorie Nemzura  
Corporate Secretary

## **SCHEDULE A**

The form of policy of title insurance contemplated by this report is:

**ALTA Standard Owners Policy (6-17-06) w/ NV Mods**

**ALTA Extended Loan Policy (6-17-06) w/ NV Mods**

The estate or interest in the land hereinafter described or referred to covered by this report is:

**A condominium, as defined in Section 116 and 117, as applicable, of Nevada Revised Statutes, in fee**

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

**Craig H. Hofman, a married man as his sole and separate property as to an undivided 50% interest, Martin Jeffrey King, a married man as his sole and separate property as to an undivided 25% interest and Alfred S. King and Janet L. King, husband and wife as joint tenants as to an undivided 25 % interest, all as tenants in common, subject to Item No. 25**

The land referred to herein 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**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HENDERSON, IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL ONE (1)-UNIT:**

**LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN [BOOK 119 OF PLATS, PAGE 7](#), IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").**

**PARCEL TWO (2) - COMMON ELEMENTS:**

**1/88TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS [DOCUMENT NO. 0005038](#) IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").**

**EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.**

**EXCEPTING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.**

**FURTHER EXCEPTING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.**

**PARCEL THREE (3)- LIMITED COMMON ELEMENTS:**

**THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:**

**PARKING SPACE NUMBER: LCE-P-#8; AND**

**STORAGE SPACE NUMBER: LCE-SL,#23,**

**ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(A) AND 5.3(A) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.**

**TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:**

**PARKING SPACE NUMBER: LCE-P-#9; AND**

**ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(B) AND/OR 5.3(B), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.**

**EXHIBIT A**  
**(Continued)**

**TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.**

**PARCEL FOUR (4) - APPURTENANT EASEMENTS:**

**NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) ABOVE.**

Assessor's Parcel Number: 178-19-611-076

## **SCHEDULE B – Section A**

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments 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 which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, 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.



**SCHEDULE B – Section B**

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

1. General and special State, County and/or City property taxes, including any personal property taxes and any assessments collected with taxes, payable in four (4) quarterly installments (due on or before 3rd Monday in August and 1st Monday in October, January and March, respectively) are as follows:

Assessor's Parcel No.: [178-19-611-076](#)  
District Number: 505  
Fiscal Year: 2021-2022  
Total Taxes: \$3062.05  
1st Installment: \$767.80 paid (Amount included \$3.06 for Las Vegas Artesian Basin)  
2nd Installment: \$764.75 paid  
3rd Installment: \$764.75 unpaid  
4th Installment: \$764.75 unpaid

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 361.260 of the Nevada Revised Statutes.
3. 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 the City of Henderson, Nevada, which subjects the same to its City Charter and mandatory rules and regulations.
4. Water rights, claims or title to water, whether or not disclosed by the Public Records.
5. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded December 1, 1971, [Instrument No. 148466](#), Book 186, of Official Records
6. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
 

Granted to: Nevada Power Company  
 Purpose: Public Utilities  
 Recorded: June 3, 1997, [Instrument No. 00960](#), Book 970603, of Official Records  
 Affects: Reference is hereby made to said document for full particulars.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
 

Granted to: Nevada Power Company  
 Purpose: Public Utilities  
 Recorded: November 4, 1998, [Instrument No. 00758](#), Book 981104, of Official Records  
 Affects: Reference is hereby made to said document for full particulars.
8. Any irregularities, reservations or other matters which would be disclosed by an examination of the proceedings occasioning the abandonment or vacation of , a certified copy of the Resolution was recorded April 4, 2000, [Instrument No. 00530](#), Book [20000404](#), of Official Records  
 Affects: Reference is hereby made to said document for full particulars.
9. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication on the map of said subdivision,  
[Book 95, of Plats, Page 63](#)  
 Purpose: Public Utilities  
 Affects: Reference is hereby made to said document for full particulars.

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
- Granted to: Nevada Power Company  
Purpose: Public Utilities  
Recorded: September 8, 2000, [Instrument No. 01980](#), Book 20000908, of Official Records  
Affects: Reference is hereby made to said document for full particulars.
11. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
- Granted to: Telecommunications of Nevada LLC KO Communications  
Purpose: underground telecommunications facilities and above ground appurtenances  
Recorded: September 24, 2001, [Instrument No. 00740](#), Book 20010924, of Official Records  
Affects: Reference is hereby made to said document for full particulars.
12. Matters contained in that certain document entitled "Construction Easement Agreement" dated September 24, 2001,  
Recorded: September 24, 2001 [Instrument No. 00744](#), Book 20010924, of Official Records  
Reference is hereby made to said document for full particulars.
13. Any irregularities, reservations or other matters which would be disclosed by an examination of the proceedings occasioning the abandonment or vacation of , a certified copy of the Resolution was recorded January 29, 2003, [Instrument No. 01361](#), Book 20030129, of Official Records  
Affects: Reference is hereby made to said document for full particulars.
14. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:
- Granted to: City of Henderson  
Purpose: drainage  
Recorded: December 23, 2003, [Instrument No. 01636](#), Book 20031223, of Official Records  
Affects: Reference is hereby made to said document for full particulars.
15. Matters contained in that certain document entitled "Access To Equipment Agreement"  
Recorded: March 15, 2004 [Instrument No. 01078](#), Book 20040315, of Official Records  
Reference is hereby made to said document for full particulars.
16. Matters contained in that certain document entitled "Memorandum of Agreement"  
Recorded: March 25, 2004 [Instrument No. 00734](#), Book 20040325, of Official Records  
Reference is hereby made to said document for full particulars.
17. Matters contained in that certain document entitled "Subordination, Non-Disturbance and Attornment Agreement (Retail)"  
Recorded: April 7, 2004 [Instrument No. 03984](#), Book 20040407, of Official Records  
Reference is hereby made to said document for full particulars.
18. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication on the map of said subdivision,  
Recorded: August 26, 2004 [Instrument No. 05502](#), [Book 119, of Plats, Page 7](#)  
Purpose: Public Utilities  
Affects: Reference is hereby made to said document for full particulars.

19. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document.

Recorded: September 27, 2004, [Instrument No. 05037](#), Book 20040927, of Official Records.

Liens and charges for upkeep and maintenance as set forth in the above mentioned declaration, payable to **The District at Green Valley Ranch Master Association, Inc.**

20. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document.

Recorded: September 27, 2004, [Instrument No. 05038](#), Book 20040927, of Official Records.

Liens and charges for upkeep and maintenance as set forth in the above mentioned declaration, payable to The Condominiums at The District Unit-Owners' Association, Inc.

Modification(s) of said covenants, conditions and restrictions

Recorded: January 26, 2006, [Instrument No. 03812](#), Book 20060126, of Official Records

21. Matters contained in that certain document entitled "Grant, Bargain, Sale Deed "

Recorded: December 30, 2004 [Instrument No. 00203](#), Book 20041230, of Official Records

Reference is hereby made to said document for full particulars.

22. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to: The District

Purpose: utility lines

Recorded: January 27, 2006, [Instrument No. 03136](#), Book 20060127, of Official Records

Affects: Reference is hereby made to said document for full particulars.

23. Any easements not disclosed by those public records which impart constructive notice as to matters affecting title to real property and which are not visible and apparent from an inspection of the surface of said land.

24. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$660,000.00  
 Dated: February 15, 2005  
 Trustor/Grantor: Craig H. Hofman, A Married Man and Martin Jeffrey King, A Married Man and Alfred S. King and Janet L. King, husband and wife  
 Trustee: Nevada Title Company  
 Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for Pulte Mortgage, LLC, a Limited Liability Company  
 MIN No.: 100057400001871583  
 Recording Date: February 25, 2005  
 Recording No.: Book 20050225, [Instrument No. 0005267, of Official Records.](#)

NOTE: This loan appears to be registered with Mortgage Electronic Registration Systems, Inc., (MERS). The name, address and telephone number for loan servicing should be obtained from the MERS website: [www.mers-servicerid.org](http://www.mers-servicerid.org) or by calling, 1-888-679-MERS (1-888-679-6377), and referring to the Mortgage Identification Number (MIN) 100057400001871583.

25. The vesting set forth in this Preliminary Title Report is subject to verification, to the satisfaction of this company, of the validity and enforceability of the following uninsured deed:

Dated: April 18, 2005  
 Grantor: Craig H. Hofman, a married man as his sole and separate property as to an undivided 50% interest, Martin Jeffrey King, a married man as his sole and separate property as to an undivided 25% interest and Alfred S. King and Janet L. King, husband and wife as joint tenants as to an undivided 25 % interest, all as tenants in common  
 Grantee: Hof's Hut Restaurants, Inc. as to An undivided 50% interest  
 Recording Date: April 22, 2005  
 Recording No.: Book 20050422, [Instrument No. 002684, of Official Records.](#)

26. Terms, provisions and conditions as contained in an instrument

Entitled: Tenancy-In-Common Agreement  
 Executed by: Hof's Hut Restaurants, Inc. and Alfred S. King and Janet L. King and Martin Jeffrey King  
 Recording Date: October 15, 2019  
 Recording No.: Book 20191015, [Instrument No. 0001087, of Official Records.](#)

27. The community interest of the spouse of the vestee named below.

Vestee: Craig H. Hofman and Martin Jeffrey King

The Company will require that the spouse of the vestee shown above join in any conveyance or encumbrance before such transaction will be insured.

28. This Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of Corporation: Hof's Hut Restaurants, Inc.

- (a) A Copy of the corporation By-Laws and Articles of Incorporation.
- (b) An original or certified copy of a resolution authorizing the transaction contemplated herein.
- (c) If the Articles and/or By-Laws require approval by a 'parent' organization, a copy of the Articles and By-Laws of the parent.
- (d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

As of the date of this report, the Company has communicated with the Secretary of State of Nevada. The entity known as Hof's Hut Restaurants, Inc. is currently in good standing.

- 29. intentionally deleted – TO
- 30. In the event that an ALTA Extended Coverage Policy or ALTA Homeowners Policy of Title Insurance is requested in connection with this report, an inspection is required and must be ordered 72 hours prior to close. Upon its completion, the company reserves the right to except additional items and/or make additional requirements.

**END OF SCHEDULE B EXCEPTIONS**

**PLEASE REFER TO THE “NOTES” WHICH FOLLOWS FOR  
INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**



## NOTES

1. EFFECTIVE JULY 1, 2003, ALL DOCUMENTS, EXCEPT MAPS, SUBMITTED FOR RECORDING WITH THE OFFICE OF THE CLARK/NYE COUNTY RECORDER, MUST COMPLY WITH NRS 247.110, AS FOLLOWS:
  - (a) Be on 20# paper that is 8 ½ inches by 11 inches in size;
  - (b) Have a margin of 1 inch on the left and right sides and at the top and bottom of each page;
  - (c) Have a space of 3 inches by 3 inches at the upper right corner of the first page and have a margin of 1 inch at the top of each succeeding page;
  - (d) Not contain printed material on more than one side of each page;
  - (e) Print that is NO smaller than 10 point Times New Roman font and contains no more than 9 lines of text per vertical inch; and
  - (f) MUST NOT be printed in any ink other than black.

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

2. The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
3. PLEASE CONTACT THE ESCROW OFFICE FOR WIRING INSTRUCTIONS.

Escrow No.: 21007808-034-KS  
Escrow Branch Address: 7201 W. Lake Mead Blvd., #101, Las Vegas, NV 89128  
Escrow Branch Phone: (702) 940-0200

4. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
5. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
6. Due to the Nevada Supreme Court's interpretation of N.R.S. §116.3116 (2)(c) in SFR Investments Pool 1, LLC v. U.S. Bank, N.A. 334 P. 3d 408 (2014), the Company is unwilling to issue the ALTA 9-06 Endorsement, but instead will issue the ALTA 9.10-06 Endorsement. This does not apply to common interest communities that are not subject to N.R.S. §116.3116 (i.e. apartment complexes, commercial condominiums that are exempt or other commercial properties).
7. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
8. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

9. Note: Based on the information provided, the transaction will culminate in the transfer of real estate by documents recorded in the Office of the County Recorder and will require the payment of Documentary Transfer Tax. All transfer taxpayers are entitled to the rights afforded them by State Senate Bill 238, the "Taxpayer's Bill of Rights for Taxes on the Transfer of Real Property." A copy of the pamphlet explaining these rights may be acquired by contacting the office of your county recorder.
10. Note: The Land may be eligible for an ALTA Homeowners (1-4 Single Family) Policy of Title Insurance upon receipt, review and approval of a physical inspection report of the proposed insured property AND a properly executed Property Owner's Affidavit signed by the seller of the Land.
11. Note: The following information is provided strictly as an accommodation. According to the Assessor, the address of the Land is as follows:  
  
Type of Dwelling: Condominium  
Address: 2220 Village Walk Drive UT 3306, Henderson, Nevada
12. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

**END OF NOTES**

**Note: Notice of Available Title Insurance and Escrow Discounts**

Your transaction may qualify for one of the discounts shown below. In order to receive these discounts, you will need to contact your escrow officer or a company representative to determine if you qualify and to request the discount. Your escrow officer or company representative will provide a full description of the terms, conditions and requirements associated with each discount.

**Available Title Insurance Discounts (These discounts will apply to all transactions where the company is issuing a policy of title insurance, including such transactions where the company is not providing escrow closing services.**

**CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENT CANCELLATION CHARGES ON SUBSEQUENT POLICIES**

Where an order was cancelled and no major change in the title has occurred since the issuance of the original report or commitment, and the order is reopened within 24 - 36 months, all or a portion of the charge previously paid upon the cancellation of the report or commitment may be credited on a subsequent policy charge.

**SHORT TERM RATE**

The Short Term Rate is a reduction of the applicable insurance rate which is allowable only when the current order is placed within 60 months from the date of issuance of a prior policy of title insurance to the vested owner or an assignee of the interest insured. The short term rate is 80% of the Basic Rate. Unless otherwise stated, the reduction only applies to policies priced at 80% or greater of the basic rate. This reduction does not apply to Short Sale transactions or to any surcharge calculated on the basic rate.

**PRIOR POLICY DISCOUNT (APPLICABLE TO ZONE 2, DIRECT OPERATIONS ONLY)**

The Prior Policy Discount will apply when a seller or borrower provides a copy of their owner's policy upon opening escrow. The prior policy rate is 70% of the applicable owner's title premium. This discount may not be used in combination with any other discount and can only be used in transactions involving property located in Zone 2 (Zone 2 includes all Nevada counties except Clark, Lincoln and Nye) that are handled by a direct operation of the FNF Family of Companies.

**CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities the charge for a policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. This discount shall not apply to charges for loan policies issued concurrently with an owner's policy.

**EMPLOYEE RATE**

No charge shall be made to employees of the Company, its subsidiary or affiliated companies (including employees on approved retirement) for policies issued in connection with financing, refinancing, sale or purchase of the employee's bonafide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

**INVESTOR RATE**

This rate is available for individuals, groups of individuals or entities customarily engaged in real estate investments. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties in the State of Nevada within the past twelve (12) months to qualify for this rate. On a sale transaction, the investor rate is 70% of the basic rate. This reduction does not apply to any surcharge calculated on the basic rate. On a refinance transaction or where the investor is obtaining a loan subsequent to a purchase, the rate shall be 85% of the applicable rate with a minimum charge of \$385.00. The loan discount shall only apply to transactions priced under Section 5.1 B (1b) of the title insurance rate manual. This rate is available upon request only.

**Available Escrow Discounts** These discounts will apply only to the escrow fee portion of your settlement charges, and the discounts will apply only if the company is issuing a policy of title insurance in conjunction with providing escrow services.

**SENIOR CITIZEN RATE**

If a valid identification is provided, principals to a given transaction who qualify as Senior Citizens (55 year of age and over) shall be charged 75% of their portion of the escrow fee wherein a valid identification is provided. This discount shall only apply on residential resale transactions wherein the principal resides in the subject property. This discount may not be used in combination with any other escrow rate discount. This rate is available upon request only.

**MILITARY DISCOUNT**

Any person on active military duty or a Veteran of the U.S. Armed Forces shall be charged 75% of their portion of the escrow fee. A copy of a current military identification card or a copy of the DD-214 (Certificate of Release or Discharge

from Active Duty) must be provided. This discount may not be used in combination with any other discount. This rate is for sale transaction and it is available upon request only.

**FIRST RESPONDER RATE**

Any person in a given transaction who is a First Responder shall be charged 75% of their portion of the escrow fee, wherein the principle provides a signed statement that indicates he or she is currently employed as one of the following emergency professionals:

- Firefighter
- Law enforcement officer who is sworn to uphold and make arrests for violations of federal, state, county or municipal laws.
- EMT
- Paramedic
- Search & Rescue team member

The discount shall be applicable on residential resale transactions wherein the principal resides in, or plans to reside in, the subject property. This discount may not be used with any other discount and is available upon request only.

**EMPLOYEE RATES**

An employee will not be charged an escrow fee for the purchase, sale or refinance of the employee's primary residence. The employee must be a principal to the transaction and the request for waiver of fees must be submitted to Management prior to approval.

**INVESTOR RATE**

This rate is available for individuals, groups of individuals or entities customarily engaged in real estate transactions. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties within the State of Nevada within the past twelve (12) months to qualify for this rate. The charge is 70% of their portion of the escrow fee. This discount may not be used in combination with any other discount. This rate is for sale transactions and it is available upon request, only.

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>



# FIDELITY NATIONAL FINANCIAL, INC.

## PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;

- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as

required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**ATTACHMENT ONE**  
**CALIFORNIA LAND TITLE ASSOCIATION**  
**STANDARD COVERAGE POLICY – 1990**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (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 or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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 HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)**  
**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

**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 are recorded 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:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;

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

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

#### **(PART I**

(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:

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 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.

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, that arise by reason of:

(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:

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 in 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 that 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.
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.



**EXHIBIT A**  
**LEGAL DESCRIPTION**

PARCEL ONE (1)-UNIT:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN [BOOK 119 OF PLATS, PAGE 7](#), IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL TWO (2) - COMMON ELEMENTS:

1/88TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS [DOCUMENT NO. 0005038](#) IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

EXCEPTING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER EXCEPTING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

PARCEL THREE (3)- LIMITED COMMON ELEMENTS:

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#8; AND

Order No.: **21007808-034-KS**

STORAGE SPACE NUMBER: LCE-SL,#23,

ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(A) AND 5.3(A) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#9; AND

ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(B) AND/OR 5.3(B), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

PARCEL FOUR (4) - APPURTENANT EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) ABOVE.

Assessor's Parcel Number: 178-19-611-076

# EXHIBIT “B”

# Chicago Title of Nevada, Inc.



7201 W. Lake Mead Blvd., #101  
Las Vegas, NV 89128

Phone: (702) 940-0200  
Fax: (702) 932-0300

## GAP INDEMNITY AGREEMENT

WHEREAS, Chicago Title of Nevada, Inc., (the Company) is about to issue its title insurance policy or policies upon the following described real estate.

### See Exhibit "A"

AND, WHEREAS, the Company, in its examination of the title to said real estate, has raised as exceptions to such title the following matters:

- (2) Liens, encumbrances and any other matters affecting title which shall have intervened, or occurred, or become for the first time disclosed of record between the date of the last preliminary title report or commitment issued by the Company which respect to said real estate and the date of recording the instrument or instruments creating the estate, interest or lien to be insured.

AND, WHEREAS, the Company has been requested to issue such policies without taking exception to said matters, or, if they are excepted, to insure against certain loss caused thereby, whether by endorsement or otherwise;

AND, WHEREAS, the Company may hereafter in the ordinary course of its business issue another policy or other policies in the form or forms now or then commonly used by the Company, insuring in the manner set forth above.

NOW, THEREFORE, in consideration of the issuance of said title insurance policy, the undersigned covenants and agrees with the Company (1) to forever fully protect, defend and save harmless the Company from and against the above mentioned matters; (2) to forever fully protect, defend and save harmless the Company from any and all loss, costs, damages, attorneys' and solicitors' fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason, or in consequence of or growing out of said matters, or any of them, or on account of the assertion or enforcement, or attempted assertion or enforcement thereof, or of any rights existing or hereafter arising, or which at any time be claimed to exist under or by reason, or in consequence of or growing out of said matters or of any of them; (3) to defend at undersigned's own costs and charges in behalf of and for the protection of the Company and of the parties insured, or who may be insured, against loss by it under its said title insurance policy or policies (but without prejudice to the right of the Company to defend at the reasonable expense of the undersigned if it so elects) any and every suit, action or proceeding in which any such matters may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to said real estate, or any part thereof, or interest therein; (4) that each and every provision hereof shall extend to and be in force concerning any and every other title insurance policy or policies which the Company may at any time or times hereafter issue, insuring against loss by reason of such matters in the manner described above; (5) to reimburse the Company for reasonable attorney's fees and other costs of enforcing this agreement.

The Company shall have the right at any time hereafter, when it shall deem it necessary or expedient, in its reasonable discretion and upon prior written notice to the undersigned to pay, discharge, satisfy or remove from the title to said real estate the said matters or any of them and the undersigned covenant and agree to pay to the Company all amounts reasonably expended on demand.

In case such matters are removed from the title to said real estate (other than by the Company) to the reasonable satisfaction of the Company, then the above obligation to be void, otherwise to remain in full force and virtue.

If the policy or policies are issued through an agent, this agreement shall also run in favor of the agent.

**Exhibit "A"**  
**Legal Description**

PARCEL ONE (1)-UNIT:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL TWO (2) - COMMON ELEMENTS:

1/88TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS DOCUMENT NO. 0005038 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

EXCEPTING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER EXCEPTING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

PARCEL THREE (3)- LIMITED COMMON ELEMENTS:

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#8; AND

STORAGE SPACE NUMBER: LCE-SL,#23,

ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(A) AND 5.3(A) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#9; AND

ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(B) AND/OR 5.3(B), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

PARCEL FOUR (4) - APPURTENANT EASEMENTS:

THE UNDERSIGNED EXECUTES THIS AGREEMENT BECAUSE OF THE BENEFITS DIRECTLY AND INDIRECTLY ACCRUING TO IT BY REASON OF THE ISSUANCE OF SAID POLICIES.

IN WITNESS WHEREOF, this agreement has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**INDEMNITOR:**

**Hof's Hut Restaurants, Inc.**

**The Estate of Martin Jeffrey King aka Jeffrey King, Probate Case No. P-19-100680-E**

\_\_\_\_\_  
**Craig Hofman, authorized signer**

\_\_\_\_\_  
**Paul Daniel King, Personal Representative**

\_\_\_\_\_  
**Alfred S. King**

\_\_\_\_\_  
**Janet L. King**

# EXHIBIT “C”



21007808



## RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 06/16/21

Jeffrey Steffen and/or Assigns

("Buyer"), hereby offers to purchase

2220 Village Walk DR

3306 ("Property"),

within the city or unincorporated area of HENDERSON, County of CLARK,

State of Nevada, Zip 89052 A.P.N. # 178-19-611-076 for the purchase price of

\$ 686,600.00 (Six Hundred Eighty-Six Thousand Six Hundred dollars) ("Purchase Price")

on the terms and conditions contained herein: BUYER ☐ does **-OR-** ☒ does not intend to occupy the Property as a residence.

### Buyer's Offer

#### 1. FINANCIAL TERMS & CONDITIONS:

\$ 35,000.00 A. **EARNEST MONEY DEPOSIT** ("EMD") is ☐ presented with this offer **-OR-** ☐ Wired to Escrow. Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) **-OR-**      business days if wired to: ☐ Escrow Holder, ☐ Buyer's Broker's Trust Account, **-OR-** ☐ Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ 0.00 B. **ADDITIONAL DEPOSIT** to be placed in escrow on or before (date)     . The additional deposit ☐ will **-OR-** ☐ will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 29 herein.)

\$ 0.00 C. **THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:**  
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify)     .

\$ 0.00 D. **THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):**  
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify)     .  
Interest: ☐ Fixed rate,      years – OR – ☐ Adjustable Rate,      years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.

\$ 0.00 E. **BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN THE "FINANCING ADDENDUM" which is attached hereto.**

\$ 651,600.00 F. **BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ 686,600.00 G. **TOTAL PURCHASE PRICE** (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jeffrey Steffen and/or Assigns

BUYER(S) INITIALS: [JS] /      /      /     

Property Address: 2220 Village Walk DR 3306

SELLER(S) INITIALS: [CHH] / [ASK] / [JLK]

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2. **ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

A. **NEW LOAN APPLICATION:** Within N/A business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt-to-income ratios. If Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. **APPRAISAL CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later than waive calendar days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**

C. **LOAN CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon Buyer obtaining the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than N/A calendar days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**

D. **CASH PURCHASE:** Within 1 business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

3. **SALE OF OTHER PROPERTY:**

A. This Agreement is NOT contingent upon the sale of any property owned by the Buyer. **-OR-**

B. ☐ (if checked): The attached Contingent Upon Sale Addendum is hereby incorporated into this agreement.

4. **FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement, all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s).

The following additional items of personal property are also included:  
**Existing kitchen appliances, washer/dryer.**

**SMART HOME DEVICES:**

A. This Agreement DOES NOT include the transfer of SMART Home Devices owned by the Seller. **-OR-**

B. ☐ (if checked): The attached SMART Home Device Addendum provided by seller is hereby incorporated into this agreement.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jeffrey Steffen and/or Assigns

BUYER(S) INITIALS: [JS] / / /

Property Address: 2220 Village Walk DR 3306

SELLER(S) INITIALS: [esm] / [ask] / [JPK]

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**5. ESCROW:**

**A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement ("Opening of Escrow"), at Chicago Title title or escrow company ("Escrow Company" or "ESCROW HOLDER") with Kathe Stevens ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and the Escrow Number.

**B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

**C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on or before 07/15/21 (date). If the designated date falls on a weekend or holiday, COE shall be the next business day.

**D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by federal law.

**6. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

**7. BUYER'S DUE DILIGENCE:** Buyer's obligation ☒ is ~~OR~~ ☐ is not conditioned on the Buyer's Due Diligence as defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative, Sections 7 (A) through (C) shall apply; otherwise, they do not. Buyer shall have 10 calendar days following the date of Acceptance of the RPA (as defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence. **Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's investigations and through the close of escrow.**

**A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, golf courses, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/ non-destructive inspection of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.

**B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller, whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jeffrey Steffen and/or Assigns

BUYER(S) INITIALS: JS

Property Address: 2220 Village Walk DR 3306

SELLER(S) INITIALS: CSK ASK JPK

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**C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer fails to cancel the Residential Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 7, **Buyer shall be deemed to have waived the Due Diligence Condition.**

**BUYER(S) INITIALS:** JS / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**D. INSPECTIONS:** Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. *It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice. (Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Energy Audit	Waived	Fungal Contaminant Inspection	Waived	Well Inspection (Quantity)	N/A
Home Inspection	Buyer	Mechanical Inspection	Buyer	Well Inspection (Quality)	N/A
Termite/Pest Inspection	Waived	Pool/Spa Inspection	N/A	Wood-Burning Device/Chimney Inspection	N/A
Roof Inspection	N/A	Soils Inspection	N/A	Septic Inspection	N/A
Septic Lid Removal	N/A	Septic Pumping	N/A	Structural Inspection	N/A
Survey (type):	N/A	Elevator:		Other:	N/A
		N/A			

**E. CERTIFICATIONS:** In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

**F. BUYER'S REQUEST FOR REPAIRS:** It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.

**8. FEES, AND PRORATIONS** (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

**A. TITLE, ESCROW & APPRAISAL FEES:**

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Lender's Title Policy	N/A	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	Waived	Other:	N/A
				N/A	

**B. PRORATIONS:** Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplements or adjustments that occur after COE will be handled by the parties outside of Escrow.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jeffrey Steffen and/or Assigns

**BUYER(S) INITIALS:** JS / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Property Address: 2220 Village Walk DR 3306

**SELLER(S) INITIALS:** CHH ASK JPK / \_\_\_\_\_

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**C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

**D. CLOSING FEES:** In addition to Seller's expenses identified herein, Seller will contribute % Zero to Buyer's Lender's Fees ☐ including -OR- ☐ excluding costs which Seller must pay pursuant to loan program requirements, Title and Escrow Fees and/or Buyer's reoccurring and non-reoccurring closing fees that may include brokerage Commissions not covered as part of the cooperation offered but not limited to. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

**E. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. Buyer ☐ waives -OR- ☐ requires a Home Protection Plan with Buyer to choose. ☒ Seller -OR- ☐ Buyer will pay for the Home Protection Plan at a price not to exceed \$ 495. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans.

**9. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes, (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public utility easements; and (4) obligations assumed, and encumbrances accepted by Buyer prior to COE. Buyer is advised the Property may be reassessed after COE which may result in a real property tax increase or decrease.

**10. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"), Seller shall provide **AT SELLER'S EXPENSE** the CIC documents as required by NRS 116.4109 (collectively, the "resale package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's receipt thereof.

- Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant to this statute, he/she must deliver, via hand delivery, prepaid U.S. mail, or electronic transmission, a written notice of cancellation to Seller or his or her authorized agent.
- If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24 of the RPA.
- Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

**A. CIC RELATED EXPENSES:** (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	<b>Seller</b>	CIC Capital Contribution	<b>Seller</b>	CIC Transfer Fee/Setup Fee	<b>Seller</b>
<b>N/A</b>	<b>N/A</b>				

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jeffrey Steffen and/or Assigns

BUYER(S) INITIALS: [JS] / /

Property Address: 2220 Village Walk DR 3306

SELLER(S) INITIALS: [esa] / [asa] / [jss]

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**11. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the following Disclosures and/or documents. Check applicable boxes.

- ☒ **Seller Real Property Disclosure Form:** (NRS 113.130)  
☐ **Open Range Disclosure:** (NRS 113.065)  
☒ **Construction Defect Claims Disclosure:** If Seller has marked "Yes" to Paragraph 1(d) of the Sellers Real Property Disclosure Form (NRS 40.688)  
☐ **Lead-Based Paint Disclosure and Acknowledgment:** required if constructed before 1978 (24 CFR 745.113)  
☐ **Other:** (list) \_\_\_\_\_

**12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

**13. WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of the Property within 2 calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.**

**14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than **COE -OR-** \_\_\_\_\_. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

**15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.

**16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable unless agreed upon in writing by all parties.

**17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein or except as otherwise provided by law).

**18. DEFAULT:**

**A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through a mediator mutually agreed upon by the parties. Mediation fees, if any, shall be divided equally among the parties involved. Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

BUYER(S) INITIALS: JS / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ SELLER(S) INITIALS: CHH / ASK / JPK / \_\_\_\_\_

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jeffrey Steffen and/or Assigns BUYER(S) INITIALS: JS / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Property Address: 2220 Village Walk DR 3306 SELLER(S) INITIALS: CHH / ASK / JPK / \_\_\_\_\_

**B. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default.

**C. IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, as Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

## Instructions to Escrow

**19. ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

**20. UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

## Brokers

**21. BROKER'S COMPENSATION/FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third-party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. **In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ☐ will –OR– ☒ will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.**

**22. HOLD HARMLESS AND WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jeffrey Steffen and/or Assigns

BUYER(S) INITIALS: JS / / /

Property Address: 2220 Village Walk DR 3306

SELLER(S) INITIALS: enx / ask / jek

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acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

## Other Matters

**23. DEFINITIONS:** "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means Pacific Standard Time and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is the United States Code. "VA" is the Veterans Administration.

## 24. SIGNATURES, DELIVERY, AND NOTICES:

**A.** This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

**B.** When a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail, personal delivery, overnight delivery, by facsimile, and/or by electronic transmission to the Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the case of email. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to Escrow in the same manner.

**25. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jeffrey Steffen and/or Assigns

BUYER(S) INITIALS: JS / / /

Property Address: 2220 Village Walk DR 3306

SELLER(S) INITIALS: em / ask / jch

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**26. HUD/VA/FHA ESCAPE CLAUSE:** "It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or incur any penalty by forfeiture of earnest money or otherwise unless the purchaser has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the property of not less than the agreed upon contract purchase price. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure or percent the Department of Veterans Affairs will guarantee. HUD/FHA or VA does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

**27. OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

**THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review the terms of this Agreement.**

**THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**28. ADDENDUM(S) ATTACHED:**  
**NONE**

**29. ADDITIONAL TERMS:**

1) With regard to Purchaser "and/or Assigns"-- applies only to an LLC created specifically for the Buyer's purpose of Recording Title in the name of an LLC; not for the purpose of assigning or selling this Residential Purchase Agreement/Property to another third-party purchaser.

2) Buyer understands property may be subject to probate, and is ready and able to close at that time.

3) Seller shall indemnify, defend and hold harmless Buyer for, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind or nature, including reasonable attorneys' fees that may be imposed upon, asserted against, paid, or incurred by Buyer arising out of or connected with any dispute amongst the TIC Owners of the property at 2220 Village Walk Dr. 3306 Henderson, NV. 89052, or anything related to the Nevada Estate of Martin Jeffrey King, including but not limited to any disputes related to the authority to sell the property, or the disbursement of proceeds.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jeffrey Steffen and/or Assigns

BUYER(S) INITIALS: [JS] /        /        /       

Property Address: 2220 Village Walk DR 3306

SELLER(S) INITIALS: [exx] [ask] [jpk] /



## Buyer's Acknowledgement of Offer

**Confirmation of Representation:** The Buyer is represented in this transaction by:

Buyer's Broker: \_\_\_\_\_  
 Company Name: Very Vintage Vegas Realty  
 Broker's License Number: \_\_\_\_\_  
 Phone: 7027673409  
 Fax: \_\_\_\_\_

Agent's Name: Bree Clow  
 Agent's License Number: \_\_\_\_\_  
 Office Address: 330 W Washington #106  
 City, State, Zip: Las Vegas NV 89106  
 Email: breeclow@gmail.com

**BUYER LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she: ☒ **DOES NOT** have an interest in a principal to the transaction. **-OR-** ☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) **-OR-** ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship) N/A

**Seller must respond by:** 12:00 (☐ AM ☒ PM) on (month) June, (day) 17, (year) 2021. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

<p><small>Authentisign</small>                    Buyer's Signature</p>	<p><small>Jeffrey Steffen and/or Assigns</small>                  Buyer's Printed Name</p>	<p>06/16/2021      08      27 <input checked="" type="radio"/> AM <input type="radio"/> PM                  Date      Time</p>
<p>_____                  Buyer's Signature</p>	<p>_____                  Buyer's Printed Name</p>	<p>_____: ____ <input type="checkbox"/> AM <input type="checkbox"/> PM                  Date      Time</p>
<p>_____                  Buyer's Signature</p>	<p>_____                  Buyer's Printed Name</p>	<p>_____: ____ <input type="checkbox"/> AM <input type="checkbox"/> PM                  Date      Time</p>
<p>_____                  Buyer's Signature</p>	<p>_____                  Buyer's Printed Name</p>	<p>_____: ____ <input type="checkbox"/> AM <input type="checkbox"/> PM                  Date      Time</p>

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jeffrey Steffen and/or Assigns      BUYER(S) INITIALS: [JS] / \_\_\_\_ / \_\_\_\_

Property Address: 2220 Village Walk DR      3306      SELLER(S) INITIALS: [en] / [asn] / [jpn]

## Seller's Response

**Confirmation of Representation:** The Seller is represented in this transaction by:

Seller's Broker: <u>Tyler Brady</u>	Agent's Name: <u>Tyler Brady</u>
Company Name: <u>Luxury Homes of Las Vegas</u>	Agent's License Number: <u>B.0145708</u>
Broker's License Number: <u>B.0145708CORP</u>	Office Address: <u>7854 W Sahara Ave # 100</u>
Phone: <u>702-888-2352</u>	City, State, Zip: <u>Las Vegas NV 89117-1944</u>
Fax: <u>702-216-4664</u>	Email: <u>Tyler@LuxuryHomesLV.com</u>

**SELLER LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ **DOES NOT** have an interest in a principal to the transaction. **-OR-** ☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) **-OR-** ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship) \_\_\_\_\_.

☐ **FIRPTA:** If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).

SELLER DECLARES that he/she ☒ is not **-OR-** ☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding. SELLER(S) INITIALS: [CHH] / [ASK] / [JLK] / \_\_\_\_\_

☒ **ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

☐ **COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

☐ **REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is **not** accepted.

<p><small>Authentisign</small> <u>Craig H Hofman</u> Seller's Signature 06/16/2021 4:04:09 PM PDT</p>	<p><u>Craig H Hofman</u> Seller's Printed Name</p>	<p>06/16/2021 4:04 PM Date Time <input type="checkbox"/> AM <input type="checkbox"/> PM</p>
<p><small>Authentisign</small> <u>Alfred S King</u> Seller's Signature 06/16/2021 9:48:26 PM PDT</p>	<p><u>Alfred S King</u> Seller's Printed Name</p>	<p>06/16/2021 9:48 PM Date Time <input type="checkbox"/> AM <input type="checkbox"/> PM</p>
<p><small>Authentisign</small> <u>Janet L King</u> Seller's Signature 06/16/2021 9:49:37 PM PDT</p>	<p><u>Janet L King</u> Seller's Printed Name</p>	<p>06/16/2021 9:49 PM Date Time <input type="checkbox"/> AM <input type="checkbox"/> PM</p>
<p>_____ Seller's Signature</p>	<p>_____ Seller's Printed Name</p>	<p>_____ Date Time <input type="checkbox"/> AM <input type="checkbox"/> PM</p>

The Estate of Martin Jeffrey King aka Jeffrey King Probate Case No. P-19-100680-E

By: \_\_\_\_\_  
The Clerk of the Court for the Clark County Eighth Judicial District Court on behalf of Paul Daniel King, Personal Representative

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): Jeffrey Steffen and/or Assigns BUYER(S) INITIALS: [JS] / \_\_\_\_\_ / \_\_\_\_\_  
Property Address: 2220 Village Walk DR 3306 SELLER(S) INITIALS: [CHH] / [ASK] / [JLK] / \_\_\_\_\_

# ADDENDUM NO. 1 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Jeffrey Steffen and/or Assigns  
as Buyer(s) and Craig H. Hofman, Alfred S. King, & Janet L. King  
as Seller(s), dated 06/16/21  
covering the real property at 2220 Village Walk DR. #3306 HENDERSON NV 89052  
, the ☒ Buyer ☐ Seller hereby proposes that the Purchase  
Agreement be amended as follows:  
Closing date within 2 weeks of court approval

☐ ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached \_\_\_\_\_ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

☐ Buyer ☒ Seller Jeffrey Steffen and/or Assigns 06/18/2021 10:18 AM  
Date

☐ Buyer ☐ Seller \_\_\_\_\_ Time

Acceptance:

☐ Buyer ☒ Seller Craig H Hofman 06/21/2021  
Date

☐ Buyer ☒ Seller Alfred S King 6/21/2021 11:45:49 AM PDT  
Janet L King 6/21/2021 11:47:02 AM PDT  
Time

Prepared by: \_\_\_\_\_  
Agent's Printed Name Phone

Addendum to Purchase Agreement 9/12

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# EXHIBIT “D”



# Equity Title of Nevada

Order No. Pre-2521-BGH

## PRELIMINARY REPORT

UNDERWRITER: Real Advantage Title Insurance Company

Escrow Officer: Bryan G Hearn  
Equity Title of Nevada  
Address: 8850 West Sunset Road  
Suite 100  
Las Vegas, NV 89148  
Phone: (702) 685-3388  
Email: bryanh@equitynv.com

Title Officer: Tom Courey  
Equity Title of Nevada  
2475 Village View Dr., Suite 250  
Henderson, Nevada 89074  
Phone: (702) 432-1111  
Email: tomc@equitynv.com

**BUYER/BORROWER:**  
**PURCHASE PRICE:** \$ \_\_\_\_\_  
**LOAN AMOUNT:** \$ \_\_\_\_\_  
**PROPOSED LENDER:**  
**LOAN #:**

**PROPERTY ADDRESS:** 2220 Village Walk Drive,  
3306  
Henderson, NV 89052

In response to the above referenced application for a policy of title insurance, Equity Title of Nevada hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception below or not excluded from coverage pursuant to the printed schedules, conditions and stipulations of said policy forms.

The printed Covered Risks, Exclusions from Coverage and Standard Coverage Exceptions of said policy or policies are set forth in Exhibit B attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the 2013 ALTA Homeowner's Policy of Title Insurance which establishes a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the policy forms should be read. They are available upon request from the office which issued this report.

Please read the Exceptions to Coverage shown or referred to in Schedule B of this report and the Exclusions from Coverage and Standard Coverage Exceptions set forth in Exhibit B of this report carefully. They are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land. This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a binder or commitment should be requested.

Dated 29th day of November, 2021 at 7:30 AM



Tom Courey, Title Officer

**SCHEDULE A**

**THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS**

**A Condominium, as defined in Chapters 116 and 117, as applicable, of Nevada Revised Statutes, in fee**

**TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:**

**CRAIG H. HOFMAN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 50% INTEREST, MARTIN JEFFREY KING, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 25% INTEREST AND ALFRED S. KING AND JANET L. KING HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 25% INTEREST, ALL AS TENANTS IN COMMON AND HOF'S HUT RESTAURANTS, INC AS TO AN UNDIVIDED 50% INTEREST**

**THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:**

**PARCEL ONE (1)- UNIT:**

**LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").**

**PARCEL TWO (2) - COMMON ELEMENTS:**

**1/88th INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS DOCUMENT NO. 0005038 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").**

**EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.**

**RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.**

**FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.**

**PARCEL THREE (3) - LIMITED COMMON ELEMENTS: THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:**

**PARKING SPACE NUMBER: LCE-P-#8; AND**

**STORAGE SPACE NUMBER: LCE-SL-#23, ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(a) AND 5.3(a) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE. TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:**

**PARKING SPACE NUMBER: LCE-P-#9; AND**

**ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(b) AND/OR 5.3(b), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.**

**TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.**

**PARCEL FOUR (4) - APPURTENANT EASEMENTS: NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) ABOVE.**

**SCHEDULE B**

**AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED  
EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. 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 the public records.
2. Any facts, rights, interests, or claims which are not shown by public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by 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 materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

Note: The above exceptions 1 through 6 will not appear on extended coverage title policies.

7. State, County and/or City taxes for the fiscal year 2021-2022, a lien in the total amount of \$3,062.05  
Parcel No. 178-19-611-076  
First installment due on or before August 26, 2021      \$767.80 - Paid  
Second installment due on or before October 14, 2021      \$764.75 - Paid  
Third installment due on or before January 13, 2022      \$764.75 - Unpaid  
Fourth installment due on or before March 17, 2022      \$764.75 - Unpaid

For further account information, please visit <http://trweb.co.clark.nv.us/>

8. Any Special Assessments which may be due and payable, and which are not assessed through the Clark County Treasurer's Office and are being billed by the entity where the Parcel is located.
9. Water rights, claims or title to water, whether or not shown by the public record.
10. Mineral rights, reservations, easements and exclusions in patent from the United States of America.  
Recorded : December 01, 1971 in Book 186  
Document No. : 148466, Official Records.
11. Any Easements that were not affected by a vacation or abandonment  
Recorded : April 04, 2000 in Book 20000404  
Document No. : 00530, Official Records.
12. Dedications and Easements as indicated or delineated on the Plat of said Subdivision on file in Book 95 of Plats, Page 63, Official Records.
13. An Easement affecting a portion of said land for the purpose stated herein, and incidental purposes  
In Favor of : Telecommunications of Nevada LLC dba KO Communications  
For : underground telecommunication facilities and above ground appurtenances  
Recorded : September 24, 2001 in Book 20010924  
Document No. : 00740, Official Records.  
Affects : reference is hereby made to said document for full particulars



14. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Construction Easement Agreement"  
Recorded : September 24, 2001 in Book 20010924  
Document No. : 00744, Official Records.
15. Any Easements that were not affected by a vacation or abandonment  
Recorded : January 29, 2003 in Book 20030129  
Document No. : 01361, Official Records.
16. An Easement affecting a portion of said land for the purpose stated herein, and incidental purposes  
In Favor of : City of Henderson  
For : drainage  
Recorded : December 23, 2003 in Book 20031223  
Document No. : 01636, Official Records.  
Affects : reference is hereby made to said document for full particulars
17. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Access to Equipment Agreement"  
Recorded : March 15, 2004 in Book 20040315  
Document No. : 01078, Official Records.
18. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Memorandum of Agreement"  
Recorded : March 25, 2004 in Book 20040325  
Document No. : 00734, Official Records.
19. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Subordination, Non-Disturbance and Attornment Agreement (Retail)"  
Recorded : April 07, 2004 in Book 20040407  
Document No. : 03984, Official Records.
20. Dedications and Easements as indicated or delineated on the Plat of said Subdivision on file in Book 119 of Plats, Page 7, Official Records.

And as amended by Certificate of Amendment  
Recorded : November 30, 2004 in Book 20041130  
Instrument No. : 04043, Official Records.

21. Covenants, conditions and restrictions (but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons) as set forth in the document  
Recorded : September 27, 2004 in Book 20040927  
Document No. : 05037 Official Records.

The right to levy certain charges or assessments against said land which shall become a lien if not paid, as therein set forth  
Conferred upon: THE DISTRICT AT GREEN VALLEY RANCH MASTER ASSOCIATION, INC.

Modifications(s) of said covenants, conditions and restrictions  
Recorded : April 25, 2013 in Book 20130425  
Document No. : 03776, Official Records.

Modification of said covenants, conditions and restrictions  
Recorded : on June 10, 2013 as document #20130610-0001750

22. Covenants, conditions and restrictions (but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent said covenant (a) is exempt under

Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons) as set forth in the document  
Recorded : September 27, 2004 in Book 20040927  
Document No. : 05038 Official Records.

The right to levy certain charges or assessments against said land which shall become a lien if not paid, as therein set forth

Conferred upon: CONDOMINIUMS AT THE DISTRICT HOMEOWNERS ASSOCIATION, INC.

Modifications(s) of said covenants, conditions and restrictions  
Recorded : January 26, 2006 in Book 20060126  
Document No. : 03812, Official Records.

23. An Easement affecting a portion of said land for the purpose stated herein, and incidental purposes  
In Favor of : Cox Communications Las Vegas, Inc.  
For : a perpetual non-exclusive easement to construct, place, operate, inspect, maintain, repair, replace and remove cable  
Recorded : December 22, 2004 in Book 20041222  
Document No. : 00757, Official Records.
24. The terms, covenants, conditions, restrictions and provisions as contained in an instrument, entitled "Declaration of Easement"  
Recorded : January 27, 2006 in Book 20060127  
Document No. : 03136, Official Records.
25. A Deed of Trust to secure an indebtedness of the amount stated herein below  
Dated : February 15, 2005  
Amount : \$660,000.00  
Trustor : Craig H. Hofman A Married Man and Martin Jeffrey King A Married Man and, Alfred S. King and Janet L. King Husband and Wife  
Trustee : Nevada Title Company  
Beneficiary : Pulte Mortgage, LLC  
Recorded : on February 25, 2005 as document #20050225-0005267 in the [official records](#)
26. The terms, covenants, conditions, and provisions as contained in an instrument, entitled "Tenancy-In-Common Agreement"  
Recorded : on October 15, 2019 as document #20191015-0001087 in the [official records](#)
27. The terms, covenants, conditions, and provisions as contained in an instrument, entitled "GRANT, BARGAIN, SALE DEED"  
Recorded : on February 25, 2005 as document #20050225-0005264 in the [official records](#)
28. NOTE: The community interest of the spouse of Craig Hofman and Martin Jeffrey King has been previously conveyed.  
Equity Title will not require a spousal deed to be executed prior to the issuance of a policy of title insurance.  
We reserve the right to make additional exceptions and/or requirements.
29. REQUIREMENT: The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Hofs Hut Restaurants, Inc

- a) A Copy of the corporation Bylaws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) Is in good standing and authorized to do business in the state or country where the corporation was formed; and
- d) If the Articles and/or Bylaws require approval by a "parent" organization, a copy of the Articles and Bylaws of the Parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

30. NOTE: Rights and claims of parties in possession by reason of unrecorded leases, if any, that would be disclosed by an inquiry of the parties, or by an inspection of said land.
31. REQUIREMENT: An inspection of the subject property is required prior to closing. Additional exceptions and/or requirements may be added due to facts, rights, interests or claims which are ascertained thereby. Should the inspection disclose construction currently in progress or recently completed, be advised that the final title insurance policy(ies) may exclude coverage against unrecorded mechanic's liens which may arise therefrom.
32. NOTE: This transaction may be subject to a Federal Regulation. Information necessary to comply with the Federal Regulation must be provided prior to closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

NOTE: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

NOTE: This Preliminary Report is intended only as a solicitation of an offer to issue a policy of title insurance. It is not intended for any other purpose, and the Company expressly disclaims all liability for any use or purpose other than as stated herein. The Company reserves the right to make further requirements or exceptions in the event issuance of a policy of title insurance is hereafter requested.

## INFORMATIONAL NOTES

### 24 Month Chain of Title

The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

### ADDRESS SUPPLEMENT

According to the public records, the property described in this report has a physical address of:

**2220 Village Walk Drive, 3306  
Henderson, NV 89052**

No liability is assumed as to the accuracy of said physical address.

If a lender's policy of title insurance is contemplated in this transaction, a requested CLTA 116-06, CLTA 116.2-06, ALTA 22-06, or ALTA 22.1-06 endorsement attached thereto will reflect the following information:

There is located on said land, a

**Condominium**

commonly known as

**2220 Village Walk Drive, 3306, Henderson, NV 89052**

**AVAILABILITY OF 2013 ALTA HOMEOWNERS POLICY OF TITLE INSURANCE**

- ☐ This transaction appears to qualify for the issuance of the 2013 ALTA Homeowners Policy of Title Insurance; or
- ☐ This transaction **DOES NOT** appear to qualify for the issuance of the 2013 ALTA Homeowners Policy of Title Insurance.

Please ask your Title or Escrow Officer if you have questions regarding the 2013 ALTA Homeowners Policy of Title Insurance.

**TO AVOID DELAYS IN CLOSING, PLEASE INFORM YOUR TITLE OR ESCROW OFFICER IMMEDIATELY IF ANY OF THE FOLLOWING CIRCUMSTANCES APPLY:**

- A. The Seller(s) listed on the purchase agreement are not identical to the vested owner(s) listed on the title report.
- B. The Buyer(s) listed on the purchase agreement are not identical to the Buyer(s) listed on the title report.
- C. A Seller, Buyer or Borrower is currently subject to probate, guardianship, bankruptcy or divorce proceedings which are not reflected in the title report.
- D. A Seller, Buyer or Borrower either has or intends to delegate authority to execute required documents to another person or entity by Power of Attorney.
- E. One or more of the vested owners listed on the title report (including a trustee of a trust) is deceased, incapacitated, incompetent, or is otherwise unable to execute the required documents.
- F. The property is subject to a Deed of Trust or Mortgage which is not reflected in the title report.
- G. The transaction involves the transfer of a mobile home.
- H. The transaction includes a transfer of water, water rights, minerals or mineral rights.
- I. A Seller, Buyer or Borrower intends to execute any required documents outside of an office of Equity Title of Nevada.
- J. Construction, repair, remodeling is either in process or recently completed upon the subject property.

**IMPORTANT NOTICE TO PROPOSED LENDERS FOR REAL PROPERTY LOCATED WITHIN A COMMON INTEREST COMMUNITY**

- ☐ If this box is checked, the land described herein lies within a Common Interest Community and is subject to the imposition of a lien for assessments under NRS 116.3116.

Nevada Revised Statutes Section 116.3116 provides for “liens against units for assessments” and their priority over all other liens and encumbrances on a unit, including a “super-priority” over first deeds of trust – to the extent of assessment for the 9 months preceding commencement of an HOA lien foreclosure.

In the past, the majority of Nevada courts have taken the position that a foreclosure of an HOA lien did not extinguish a previously-recorded deed of trust. However a Nevada Supreme Court decision - SFR Investments Pool 1, LLC, v. U.S. Bank, N.A., 130 Nev., Advance Opinion 75 (Sept. 18, 2014) concluded that “NRS 116.3116(2) gives a Common Interest Community a true super-priority lien, proper foreclosure of which will extinguish a first deed of trust”. The court also concluded that any “mortgage protection” language which may appear in the recorded Declaration of Covenants, Conditions and Restrictions (CC&Rs) is void and/or unenforceable with regard to the statutory priority of HOA assessments.

As a result, **no endorsement to a lender’s policy of title insurance will be issued** which provides the insured lender with either a.) an assurance that HOA assessments are subordinate to the lien of the insured mortgage, or b.) an assurance that a violation of the CC&R will not impair the lien of the insured mortgage. The list of such prohibited endorsements includes:

ALTA 4-06 (CLTA 115.1)  
ALTA 5-06 (CLTA 115.2)

Any CLTA 100 series endorsement (including the CLTA 100.13 endorsement); and  
Any ALTA 9 series endorsement (with the sole exception of the ALTA 9.10-06)

The following endorsements may be issued in lieu of the prohibited endorsements listed above:

ALTA 4.1-06 (Condominium) (Revised 10-16-08)  
ALTA 5.1-06 (Planned Unit Development) (Revised 10-16-08)  
ALTA 9.10-06 (Restrictions, Encroachments, Minerals-Current Violations-Loan Policy) (Adopted 4-2-13)

Coverage provided to the insured lender under these endorsements is limited to loss or damage caused by the failure of HOA assessments to be paid current as of the date of the title policy. Sample versions of these endorsement are available and will be provided upon request.

### **NOTICE OF AVAILABLE DISCOUNTS TO TITLE INSURANCE FEES**

Only one of the following discounts may be applied toward the cost of a policy of title insurance, even in cases where a customer qualifies for more than one discount.

- ☐ **SHORT TERM RATE:** Applies to owners title insurance policies only. A **20%** discount shall be applied to the cost of an owners policy of title insurance, if a prior owners policy of title insurance on the same property has been issued within the past 3 years.

Note: If the box above is checked, the herein described property appears to qualify for a short-term rate discount.

**INVESTOR RATE:** This rate is available to individuals, groups of individuals or an entity engaged in the acquisition and/or sale of residential properties for the purpose of generating income or profit ("Investor"). In order to qualify for the discount, the Investor must a.) request the discount and b.) provide reasonable proof or the Company has confirmed that the Investor currently owns or has previously sold for full value three (3) or more investment properties located with the State of Nevada within the preceding 12 months. The rate applies to an owners policy of title insurance or an interim binder to insure a future resale of an existing 1-4 family residential property only, and can only be applied to those premiums which are actually paid by the Investor. The charge for an owners policy of title insurance or an interim binder under this Section shall be **70%** of the full premium amount otherwise applicable.

### **NOTICE OF AVAILABLE DISCOUNTS TO ESCROW FEES**

The discounts shown below are applicable to sale escrows only. Only one escrow rate discount per transaction shall be applied to the Buyer's portion of the applicable escrow fee, even in cases where a customer qualifies for more than one discount. Only one escrow rate discount per transaction shall be applied to the Seller's portion of the applicable escrow fee, even in cases where a customer qualifies for more than one discount.

- A. **SENIOR CITIZEN DISCOUNT:** A buyer or seller who is a senior citizen (55 years of age and over) is entitled to a **25%** discount of his/her normal portion of the escrow fee for residential owner-occupied property. The customer must request the discount and must provide a valid identification.
- B. **ACTIVE MILITARY PERSONNEL DISCOUNT:** A buyer or seller enlisted in active duty with the U.S. military is entitled to a **25%** discount on his/her normal portion of the escrow fee for residential owner-occupied property. The customer must request the discount and must provide a valid military identification.
- C. **TEACHER DISCOUNT:** A buyer or seller employed as a full-time teacher in a public school within Clark County, Nevada is entitled to a **25%** discount on his/her normal portion of the escrow fee for residential owner-occupied property. The customer must request the discount and must provide satisfactory proof of employment as a full-time teacher.

- D. **ACTIVE POLICE OFFICER DISCOUNT:** A buyer or seller employed as active duty police officer is entitled to a **25%** discount on his/her normal portion of the escrow fee for residential owner-occupied property. The customer must request the discount and must provide satisfactory proof of employment as active duty police officer.
- E. **EQUITY ADVANTAGE PROGRAM ("EAP"):** Provided that a Listing Agent agrees to specify in the MLS listing **"Title work begun at Equity Title - 30% Escrow Fee savings to Buyer and Seller when closed at Equity Title"**, said Listing Agent will be provided a full Preliminary Title Report prior to obtaining a Buyer. The Buyer and Seller will each receive a **30%** discount off their respective portion of the basic sale escrow fee at closing. Does not include REO or Short-Sale transactions.

### **STANDARD RECORDING REQUIREMENTS – NEVADA**

Documents submitted for recording must meet the each of the following standard requirements. Failure to comply with any of these standard recording requirements may result in the document being rejected for recording.

**PARCEL NUMBER:** The current assessor parcel number(s) of the subject real property must appear on the top left corner of the first page (NRS 111.312).

**LEGIBILITY:** Documents must be clearly readable and capable of producing a legible microfilm record. (NRS 247.120)

**NAMES UNDER SIGNATURE:** Names must be printed or typed under all signatures (except notaries with a legible notary stamp, and witnesses). (NRS 247.190)

**RETURN DOCUMENT TO:** A "Return Document To" name and address must be indicated and clearly identified on each document (NRS 111.312)

**MAIL TAX STATEMENTS TO:** The name and address of the person(s) to whom a statement of taxes assessed is to be mailed must appear on any document transferring title (NRS 111.312)

**GRANTEE NAME AND ADDRESS:** Grantee name and address must appear on any documents that transfers title. (NRS 111.312).

**LEGAL DESCRIPTION:** A legal description of the subject property must appear on all documents which transfer title to real property. If the legal description is in metes and bounds, the document must indicate the name and address of the person who prepared the legal description or the recording information of a prior recorded document in which said metes and bounds legal description previously appeared. (NRS 111.312).

**NOTARY ACKNOWLEDGMENT:** The signatures appearing on any document which conveys or affects the title to real property must be properly acknowledged by a Notary Public (NRS 247.120, NRS 111.240, NRS 111.310)

**Note:** *If an acknowledgment is to be taken outside of the United States, additional requirements may apply. Please contact your title officer or escrow officer prior to the execution of any such document.*

**RECORDING FEES AND TRANSFER TAX**  
**CLARK COUNTY, NEVADA**  
**(Effective January 1, 2020)**

<u>Official Records-Standard Recordings</u>	<u>Fees:</u>	<u>NRS Reference:</u>	<u>County Ordinance:</u>
Fee Per Document	\$42.00	NRS 247.305	Title 2, Chapter 2.32
Notice of Default/Breach and Election to Sell Under a Deed of Trust	\$250.00 + recording fee	NRS 107.080	

<u>UCC</u>	<u>Fees:</u>	<u>NRS Reference:</u>
Up to 2 pages	\$60.00	NRS 104.9525
3 – 20 pages	\$90.00	NRS 104.9525
Each additional page over 20 pages	\$2.00	NRS 104.9525
Each additional debtor	\$2.00	NRS 104.9525
UCC Copies per page	\$2.00	NRS 104.9525

\*No charge for Declaration of Value Form.

<u>Real Property Transfer Tax</u>	\$2.55 per \$500 of value	NRS 375.020
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## Privacy Policy

### Orange Coast Title Family of Companies

#### We are Committed to Safeguarding Customer Information

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

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

#### Right to Know

You have the right to know:

- The categories of **personal information** we have collected about or from you;
- The categories of sources from which we collected your **personal information**;
- The business or commercial purpose for collecting or sharing your **personal information**;
- The categories of third parties with whom we have shared your **personal information**; and
- The specific pieces of your **personal information** we have collected.

**Process to Submit a Request.** To submit a verified request for this information go to <https://www.titleadvantage.com/CCPAIntakeForm.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by going to <https://www.titleadvantage.com/CCPAIntakeForm.htm> or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to [dataprivacy@octitle.com](mailto:dataprivacy@octitle.com).

**Verification Method.** In order to ensure your **personal information** is not disclosed to unauthorized parties, and to protect against fraud, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the **personal information** requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

#### Right of Deletion

You have a right to request that we delete the **personal information** we have collected from or about you.

**Process to Submit a Request.** To submit a verified request to delete go to <https://www.titleadvantage.com/CCPAIntakeForm.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by going to the site or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to [dataprivacy@octitle.com](mailto:dataprivacy@octitle.com).

**Verification Method.** In order to ensure we do not inadvertently delete your **personal information** based on a fraudulent request, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the **personal information** requested to be deleted, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

#### Right to Opt-Out

We do not sell your **personal information** to third parties, and do not plan to do so in the future.

#### Right of Non-Discrimination

You have a right to exercise your rights under this Privacy Policy without suffering discrimination. Accordingly, the Orange Coast Title Family of Companies will not discriminate against you in any way if you choose to exercise your rights under this Policy.

#### California Minors

If you are a California resident under the age of 18, *California Business and Professions Code §22581* permits you to request and obtain removal of content or information you have publicly posted on any of our Applications or Websites. To make such a request, please send an email with a detailed description of the specific content or information to [dataprivacy@octitle.com](mailto:dataprivacy@octitle.com). Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

#### Collection Notice

The following is a list of the categories of **personal information** we may have collected about consumers in the twelve months preceding the date this Privacy Policy was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the **personal information**, and the categories of third parties with whom we may have shared the **personal information**:

### Categories of Personal Information Collected

The categories of **personal information** we have collected include, but may not be limited to:

- real name
- signature
- alias
- SSN
- physical characteristics or description (including protected characteristics under federal or state law)
- address
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- employment history
- bank account number
- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

### Categories of Sources

Categories of sources from which we've collected **personal information** include, but may not be limited to:

- the consumer directly
- public records
- governmental entities
- non-affiliated third parties
- affiliated third parties

### Business Purpose for Collection

The business purposes for which we've collected **personal information** include, but may not be limited to:

- completing a transaction for our Products
- verifying eligibility for employment
- facilitating employment
- performing services on behalf of affiliated and non-affiliated third parties
- protecting against malicious, deceptive, fraudulent, or illegal activity

### Categories of Third Parties Shared

The categories of third parties with whom we've shared **personal information** include, but may not be limited to:

- service providers
- government entities
- operating systems and platforms
- non-affiliated third parties
- affiliated third parties

### Sale Notice

We have not sold the **personal information** of consumers to any third party in the twelve months preceding the date this Privacy Notice was last updated, and we have no plans to sell such information in the future. We also do not, and will not sell the **personal information** of minors under sixteen years of age without affirmative authorization.

### Disclosure Notice

The following is a list of the categories of **personal information** of consumers we may have disclosed for a business purpose in the twelve months preceding the date this Privacy Notice was last updated:

- real name
- signature
- alias
- SSN
- physical characteristics or description (including protected characteristics under federal or state law)
- address
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- employment history
- bank account number
- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

### Former Customers

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

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We

will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Please be aware that Orange Coast Title Company and its Affiliated Companies maintain high standards to safeguard nonpublic, personal information, and do not rent or sell such information. Please note, however, that unless you opt out in writing, our Affiliated Companies and Service Providers will have access to the information in our files.

**Other Important Information**

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will post the updated Privacy Policy on our website before the new policy becomes effective.

**Revised 2/20/20**

**Exhibit A**

PARCEL ONE (1)- UNIT:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL TWO (2) - COMMON ELEMENTS:

1/88th INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS DOCUMENT NO. 0005038 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

PARCEL THREE (3) - LIMITED COMMON ELEMENTS: THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#8; AND

STORAGE SPACE NUMBER: LCE-SL-#23, ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(a) AND 5.3(a) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE. TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#9; AND

ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(b) AND/OR 5.3(b), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

PARCEL FOUR (4) - APPURTENANT EASEMENTS: NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) ABOVE.

## Exhibit B

### ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-2-13)

#### COVERED RISKS

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an Easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective. Some of these defects are:
  - a. Someone else's failure to have authorized a transfer or conveyance of your Title.
  - b. Someone else's failure to create a valid document by electronic means.
  - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
  - d. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.
  - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
  - f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
  - a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
  - b. Mortgage;
  - c. judgment, state or federal tax lien;
  - d. charge by a homeowner's or condominium association; or
  - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
  - a. any obligation to perform maintenance or repair on the Land; or
  - b. environmental protection of any kind, including hazardous or toxic conditions or substancesunless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.
14. The violation or enforcement 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; or
  - f. environmental protection,if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
16. Because of an existing violation of a subdivision law or regulation affecting the Land:
  - a. You are unable to obtain a building permit;
  - b. You are required to correct or remove the violation; or
  - c. someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.*The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.*
17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
  - a. there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
18. You are forced to remove or remedy Your existing structures, or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit from the proper government office. *The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.*
19. You are forced to remove or remedy Your existing structures because they encroach onto Your neighbor's land, because they violate an existing zoning law or zoning regulation. *If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.*
20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. *If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.*
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an Easement or over a building set-back line, even if the Easement

- or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of a right to maintain or use any Easement affecting the Land, even if the Easement is excepted in Schedule B.
  25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
  26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
  27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
  28. Your neighbor builds any structures after the Policy Date -- other than boundary walls or fences -- which encroach onto the Land.
  29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
  30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
  31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
  32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

#### EXCLUSIONS FROM COVERAGE

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

This Exclusion does not limit the coverage described in Covered Risk 8a., 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 appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.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

The Deductible Amount and Maximum Dollar Limit for Covered Risk 16, 18, 19 and 21 are as follows:

	<u><b>Your Deductible Amount</b></u>	<u><b>Our Maximum Dollar Limit of Liability</b></u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**2006 ALTA LOAN POLICY (06-17-06)**

**COVERED RISKS**

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, incompetency, 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.
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. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
  - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - (b) failure of any person or Entity to have authorized a transfer or conveyance;
  - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
  - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
  - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
  - (f) 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
  - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
  - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
    - (i) contracted for or commenced on or before Date of Policy; or
    - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
  - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
  - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the Insured Mortgage 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.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 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 Insured Mortgage in the Public Records.

**EXCLUSIONS FROM COVERAGE**

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

This form of title insurance policy form may be issued to afford either Standard Coverage or Extended Coverage. The Standard Coverage version will include the following additional Exceptions to Coverage:

**STANDARD COVERAGE EXCEPTIONS**

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 in 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 that 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 materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.



**2006 ALTA OWNER'S POLICY (06-17-06)**

**COVERED RISKS**

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, incompetency, 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.
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.

**EXCLUSIONS FROM COVERAGE**

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.

This form of title insurance policy form may be issued to afford either Standard Coverage or Extended Coverage. The Standard Coverage version will include the following additional Exceptions to Coverage:

**STANDARD COVERAGE EXCEPTIONS**

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 in 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 that 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 materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

# EXHIBIT “E”

## RE: Rina King follow-up re: Henderson NV Condo

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From: Bryan Hearn - Equity Title of Nevada (bryanh@equitynv.com)

To: bluelemon3@yahoo.com; pdkhospitality@yahoo.com

Date: Tuesday, February 8, 2022, 10:03 AM PST

---

Hi, Please see attached the Deed we would re-record to clean up the Vesting.

We would need to order a Certified copy from the Clark County Recorder's office to be able to re-record.

We would do this once we are in contract and the Escrow is opened.

Thank you,

-  
Please Note: [teamhearn@equitynv.com](mailto:teamhearn@equitynv.com) is for all correspondence and document delivery.

-  
**\*\*PLEASE NOTE THAT DURING THIS TIME WE ARE ONLY ALLOWING THE PRINCIPALS IN THE TRANSACTION TO ATTEND THE IN-OFFICE SIGNING APPOINTMENT\*\***



**BRYAN HEARN | Escrow Officer**  
teamhearn@EquityNV.com | License #3219376 | Co. License #:10638  
Office: 702-685-3388 | Fax: 702-842-9004 | Cell: 702-743-1098  
8850 W. Sunset Road | Suite 100 | Las Vegas, NV 89148



**EQUITY TITLE OF NEVADA**

LOCAL EXPERTISE | NATIONAL STRENGTH

#TeamEquity | equitynv.com

Like, Share and Follow Us:  

**Bryan Hearn, Escrow Officer**

**License Number: 3219376**

**Office: 702-685-3388**

**8850 West Sunset Road, #100, Las Vegas, NV 89148**

Equity Title of Nevada has been recognized as an essential company as part of the Financial Institutions by the Federal Government. To our Customers this means we are open and prepared to do your business. Our working hours remain the same as does our timely handling of your transactions and correspondence. We do not expect any delay in getting your business closed and providing you the professional service you have grown to expect from Equity Title of Nevada.

Confidentiality Notice: The information contained in this electronic e-mail and any accompanying attachment(s) is intended only for the use of the intended recipient and is non-public in nature and may be confidential and/or privileged. If any reader of this communication is not the intended recipient, unauthorized use, disclosure, dissemination or copying is strictly prohibited, and may be unlawful. If you have received this communication in error, please immediately notify the sender by return e-mail, and delete the original message and all copies from your system and promptly destroy any copies made of this electronic message. Thank you. noencrypt

---

**From:** Bryan Hearn - Equity Title of Nevada  
**Sent:** Monday, January 31, 2022 9:41 AM  
**To:** rina.king <bluelemon3@yahoo.com>; Danny King <pdkhospitality@yahoo.com>  
**Subject:** RE: Rina King follow-up re: Henderson NV Condo

We would re-record the Deed Craig did removing his individual interest and giving it to Hoff's Hut.

The first page lists out all TIC's when it should be just Craig as an individual.

Just like the spouse deed going to the Estate is just the Ex's name.

Thank you,

Please Note: [teamhearn@equitynv.com](mailto:teamhearn@equitynv.com) is for all correspondence and document delivery.

-

-

**\*\*PLEASE NOTE THAT DURING THIS TIME WE ARE ONLY ALLOWING THE PRINCIPALS IN THE TRANSACTION TO ATTEND THE IN-OFFICE SIGNING APPOINTMENT\*\***

-

20050422-0002684

Fee: \$18.00 RPTT: EX#008  
N/C Fee: \$0.00

04/22/2005 12:09:43  
T20050073830

Requestor:  
NEVADA LEGAL FORMS & BOOKS INC

Frances Deane KGP  
Clark County Recorder Pgs: 5

APN: 178-19-611-076

Recording requested by and mail documents and  
tax statements to:

Name: CRAIG HOFMAN

Address: 2601 E. WILLOW

City/State/Zip: SIGNAL HILL, CALIFORNIA 90755

DED104

Nevada Legal Forms & Books, Inc. (702) 870-8977  
[www.legalformsrus.com](http://www.legalformsrus.com)

5

RPTT: 8

## QUITCLAIM DEED

THIS INDENTURE WITNESS That the GRANTOR(S):  
CRAIG H. HOFMAN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY  
AS TO AN UNDIVIDED 50% INTEREST, ~~MARTIN/JEFFREY KING, A MARRIED MAN //~~  
~~AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 25% INTEREST~~  
~~AND ALFRED S. KING AND JANET L. KING HUSBAND AND WIFE AS JOINT~~  
~~TENANTS AS TO AN UNDIVIDED 25% INTEREST, ALL AS TENANTS IN COMMON~~

for and in consideration of ZERO Dollars (\$ 0.00)

do hereby QUITCLAIM the right, title and interest, if any, which GRANTOR may have in all that real  
property, the receipt of which is hereby acknowledged, to the GRANTEE(S):

HOF'S HUT RESTAURANTS, INC AS TO AN UNDIVIDED 50% INTEREST

all that real property situated in the City of HENDERSON County of CLARK,  
State of NEVADA bounded and described as follows: *(Set forth legal description*  
*and commonly known address)*

### COMMONLY KNOWN ADDRESS:

2220 VILLAGE WALK DRIVE UNIT 3306, HENDERSON, NEVADA

**WARNING: THE COUNTY RECORDER MAY CHARGE AN ADDITIONAL FEE IF YOU  
WRITE WITHIN THE 1" MARGINS OF THIS DOCUMENT OR VIOLATE ANY OTHER  
RECORDING REQUIREMENTS IMPOSED BY YOUR COUNTY RECORDER.**

**LEGAL DESCRIPTION:**

SEE ATTACHED EXHIBIT "A", AND BY THIS REFERENCE MADE A PART  
HEREOF

Together with all and singular hereditament and appurtenances thereunto belonging or in any way  
appertaining to.

In Witness Whereof, I/We have hereunto set my hand/our hands on 18<sup>th</sup> day of APRIL,  
20 05.

  
\_\_\_\_\_  
Signature of Grantor  
CRAIG H. HOFMAN

\_\_\_\_\_  
Signature of Grantor

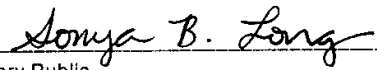
\_\_\_\_\_  
Signature of Grantor

\_\_\_\_\_  
Signature of Grantor

STATE OF California )  
COUNTY OF Los Angeles )

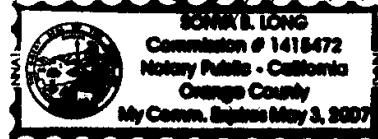
On this 18<sup>th</sup> day of APRIL, 2005, appeared before me, a Notary  
Public, CRAIG H. HOFMAN-----

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

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

My commission expires: 5-3-07

Consult an attorney if you doubt this forms fitness for your purpose.





**EXHIBIT "A"**

**PARCEL ONE (1)-UNIT:**

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

**PARCEL TWO (2)-COMMON ELEMENTS:**

1/88<sup>TH</sup> INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS DOCUMENT NO. 0005038 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

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**PARCEL THREE (3)-LIMITED COMMON ELEMENTS:**

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING,  
SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#8; AND

STORAGE SPACE NUMBER: LCE-SL-#23,

ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION  
5.2(a) AND 5.3(a) OF THE DECLARATION AND WHICH ARE APPURTENANT TO  
PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE  
FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#9; AND

ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN  
ACCORDANCE WITH SECTION 5.2(b) AND/OR 5.3(b), AS APPLICABLE, OF THE  
DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO  
(2) DESCRIBED ABOVE.

TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS,  
ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

**PARCEL FOUR (4)-APPURTENANT EASEMENTS:**

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT  
AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS  
DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE  
APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) ABOVE.

**PARCEL NO. 178-19-611-076**

-----

**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 178-19-611-076  
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  
i) ☐ Other \_\_\_\_\_

**FOR RECORDER'S OPTIONAL USE ONLY**

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

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

Notes:

3. Total Value/Sales Price of Property \$ 0.00  
Deed in Lieu of Foreclosure Only (value of property) ( 0.00 )  
Transfer Tax Value: \$ 0.00  
Real Property Transfer Tax Due \$ 0.00

**4. IF EXEMPTION CLAIMED:**

a. Transfer Tax Exemption per NRS 375.090, Section 8

b. Explain Reason for Exemption:

TRANSFER TO A CORPORATION

5. Partial Interest: Percentage being transferred: 50 %

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)**

Print name: CRAIG H. HOFMAN

Address: 2601 E. WILLOW

City: SIGNAL HILL

State: CALIFORNIA      Zip: 90755

**BUYER (GRANTEE) INFORMATION**  
**(REQUIRED)**

Print name: HOF'S HUT RESTAURANTS, INC

Address: 2601 E. WILLOW

City: SIGNAL HILL

State: CALIFORNIA      Zip: 90755

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

Print Name: NEVADA LEGAL FORMS & BOOKS, INC.

Escrow # \_\_\_\_\_

Address: 3901 W. CHARLESTON BLVD.

City: LAS VEGAS

State: NEVADA

Zip: 89102

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

2684

## Fw: My call about Chicago Title and switching escrow companies

---

From: rina king (bluelemon3@yahoo.com)

To: pdkhospitality@yahoo.com

Date: Wednesday, February 9, 2022, 12:34 PM PST

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----- Forwarded Message -----

**From:** Kaitlyn Dittenbaugh <kdittenbaugh@firstam.com>

**To:** rina king <bluelemon3@yahoo.com>; Rachael Carter <rmcarter@firstam.com>; Jackie Payne <jpayne@firstam.com>

**Sent:** Wednesday, February 9, 2022, 10:46:34 AM PST

**Subject:** My call about Chicago Title and switching escrow companies

Let us know if you have any questions about the initial review.

Please note that all files are subject to requiring additional documentation as the transaction progresses.

And final reviews and approval are completed at time of closing.

Thank you,

**Kaitlyn Dittenbaugh**

Escrow Assistant to Rachael Carter



**First American Title™**

Company License # NV251

2500 N. Buffalo dr. **ste. 120** | Las Vegas, NV 89128

ph: 702-251-5222 fax: 800-889-1539 email: [kdiffenbaugh@firstam.com](mailto:kdiffenbaugh@firstam.com)



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**\*\*\*WITH CYBER-CRIMES on the increase**, it is important to be ever vigilant. If you receive an email or any other communication that appears to be generated from our office, containing new, revised or altered bank wire instructions, consider it suspect, and call our office at a number you trust. Our bank wire instructions seldom change\*\*\*

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**From:** Kaityn Diffenbaugh

**Sent:** Wednesday, February 9, 2022 10:37 AM

**To:** rina king <bluelemon3@yahoo.com>; Rachael Carter <rmcarter@firstam.com>; Jackie Payne <jpayne@firstam.com>

**Subject:** RE: [External] My call about Chicago Title and switching escrow companies

Hello, upon preliminary review we would require a copy of the Hof's Hut Restaurant entity docs showing Craig as the legal owner.

We would have to property transfer his 50% interest to the Restaurant to show final ownership as:

Martin King – 25% Alfred King and Janet King – 25% and Hof's Hut Restaurants Inc. – 50%

ALL owners have to sign for the sale of the property.

**This is the review from the Title Manager:**

## EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY****CASE NO. P-19-100680-E****In the Matter of:**  
**Martin King, Deceased**§  
§  
§  
§  
§Location: **Department 26**  
Judicial Officer: **Sturman, Gloria**  
Filed on: **09/13/2019**  
Case Number History:  
Cross-Reference Case Number: **P100680****CASE INFORMATION****Related Cases**

W-19-016663 (Companion Case)

Case Type: **Probate - Summary  
Administration**Case Flags: **Appealed to Supreme Court****DATE****CASE ASSIGNMENT****Current Case Assignment**Case Number P-19-100680-E  
Court Department 26  
Date Assigned 11/25/2019  
Judicial Officer Sturman, Gloria**PARTY INFORMATION**

		<i>Lead Attorneys</i>
<b>Petitioner</b>	<b>Hofman, Craig</b>	<b>Coffing, Terry A.</b> <i>Retained</i> 7023820711(W)
	<b>Hof's Hut Restaurants, Inc.</b>	<b>Coffing, Terry A.</b> <i>Retained</i> 7023820711(W)
	<b>King, Alfred S</b>	<b>Coffing, Terry A.</b> <i>Retained</i> 7023820711(W)
	<b>King, Alfred Samuel</b>	<b>Coffing, Terry A.</b> <i>Retained</i> 7023820711(W)
	<b>King, Janet L.</b>	<b>Coffing, Terry A.</b> <i>Retained</i> 7023820711(W)
<b>Decedent</b>	<b>King, Martin Jeffrey</b>	
<b>Objector</b>	<b>King, Paul Daniel</b>	<b>Pro Se</b>
<b>Personal Representative</b>	<b>King, Paul Daniel</b>	<b>Pro Se</b>

**DATE****EVENTS & ORDERS OF THE COURT****INDEX****EVENTS**

09/13/2019

Notice of Hearing  
Filed By: Petitioner King, Alfred Samuel  
[1] Notice of Hearing

09/13/2019
















Clerk's Notice of Hearing

# CASE SUMMARY

CASE NO. P-19-100680-E

	<i>[2] Notice of Hearing</i>
09/19/2019	 Certificate of Service Filed by: Petitioner King, Alfred Samuel <i>[3] Certificate of Service</i>
10/11/2019	 Supplement Filed by: Petitioner King, Alfred Samuel <i>[4] Supplement to the Petition for Probate of Will, for Appointment of Personal Representative, for Issuance of Letters of Testamentary, and for Summary Administration of Estate</i>
10/11/2019	 Supplement <i>[5] Second Supplement to Petition for Probate of Will, Appointment of Personal Representative, for Issuance of Letters Testamentary and for Summary Administration of Estate</i>
10/15/2019	 Initial Appearance Fee Disclosure Filed By: Personal Representative King, Paul Daniel <i>[6] Initial Appearance Fee Disclosure</i>
10/15/2019	 Opposition Filed By: Personal Representative King, Paul Daniel <i>[7] Verified Opposition to Appointment of Alfred Samuel King as Personal Representative of the Estate</i>
10/15/2019	 Certificate of Mailing Filed By: Personal Representative King, Paul Daniel <i>[8] Certificate of Mailing</i>
10/15/2019	 Supplement Filed by: Petitioner King, Alfred Samuel <i>[9] Third Supplement To Petition For Probate Of Will, For Appointment Of Personal Representative, For Issuance Of Letters Of Testamentary, And For Summary Administration Of Estate</i>
10/15/2019	 Supplement <i>[10] Fourth Supplement To Petition For Probate Of Will, For Appointment Of Personal Representative, For Issuance Of Letters Of Testamentary, And For Summary Administration Of Estate</i>
10/17/2019	 Reply to Opposition Filed by: Petitioner King, Alfred Samuel <i>[11] Verified Reply to Verified Opposition to Appointment of Alfred Samuel King as Personal Representative of the Estate</i>
10/17/2019	 Supplement <i>[12] Fifth Supplement to Petition for Probate of Will for Appointment of PR for Issuance of Letters of Testamentary and for SA of Estate</i>
11/25/2019	Case Reassigned to Department 26 <i>Reassigned to Judge Gloria Sturman</i>
07/29/2020	 Petition to Set Aside Estate Filed by: Petitioner King, Alfred Samuel <i>[13] Petition to Set Aside Estate Without Administration</i>




**CASE SUMMARY**  
**CASE NO. P-19-100680-E**

07/29/2020	 Notice of Hearing to Set Aside Estate Without Administration Filed by: Petitioner King, Alfred Samuel <i>[14] Notice of Hearing</i>
07/30/2020	 Certificate of Mailing Filed By: Petitioner King, Alfred Samuel <i>[15] Certificate of Service</i>
08/31/2020	 Supplement Filed by: Petitioner King, Alfred Samuel <i>[16] Supplement to Petition to Set Aside Estate Without Administration</i>
09/01/2020	 Certificate of Mailing Filed By: Petitioner King, Alfred Samuel <i>[17] Certificate of Service</i>
09/01/2020	 Supplement Filed by: Petitioner King, Alfred Samuel <i>[18] Second Supplement to Petition to Set Aside Estate Without Administration</i>
09/01/2020	 Certificate of Service Filed by: Petitioner King, Alfred Samuel <i>[19] Certificate of Service</i>
09/03/2020	 Objection Filed By: Personal Representative King, Paul Daniel <i>[20] Objection to Petition to Set Aside Estate Without Administration</i>
09/10/2020	 Notice of Hearing Filed By: Petitioner King, Alfred Samuel <i>[21] Notice of Hearing</i>
09/11/2020	 Clerk's Notice of Hearing <i>[22] Notice of Hearing</i>
09/11/2020	 Notice of Hearing Filed By: Petitioner King, Alfred Samuel <i>[23] Amended Notice of Hearing</i>
09/14/2020	 Certificate of Mailing Filed By: Petitioner King, Alfred Samuel <i>[24] Certificate of Service</i>
09/14/2020	 Certificate of Mailing Filed By: Petitioner King, Alfred Samuel <i>[25] Certificate of Service</i>
10/06/2020	 Supplement Filed by: Petitioner King, Alfred Samuel <i>[26] Sixth Supplement to Petition for Probate of Will, for Appointment of Personal Representative, for Issuance of Letters of Testamentary, and for Summary Administration of Estate</i>







# CASE SUMMARY

CASE NO. P-19-100680-E

10/06/2020	 Certificate of Service Filed by: Petitioner King, Alfred Samuel <i>[27] Certificate of Service</i>
10/13/2020	 Supplement to Opposition Filed By: Personal Representative King, Paul Daniel <i>[28] Supplement to Verified Opposition to Appointment of Alfred Samuel King as Personal Representative</i>
10/14/2020	 Reply to Opposition Filed by: Petitioner King, Alfred Samuel <i>[29] Revival of Verified Reply to Opposition</i>
10/14/2020	 Certificate of Service Filed by: Petitioner King, Alfred Samuel <i>[30] Certificate of Service</i>
10/15/2020	 Addendum Filed By: Personal Representative King, Paul Daniel <i>[31] Addendum to Supplement to Opposition</i>
11/12/2020	 Report and Recommendations <i>[32] Probate Commissioner's Report and Recommendation</i>
11/23/2020	 Objection Filed By: Petitioner King, Alfred Samuel <i>[33] Objection to Report and Recommendation</i>
11/23/2020	 Notice of Hearing Filed By: Petitioner King, Alfred Samuel <i>[34] NOTICE OF HEARING</i>
12/09/2020	 Notice of Change of Hearing <i>[35] Notice of Change of Hearing</i>
12/09/2020	 Notice of Change of Hearing <i>[36] Amended Notice of Change of Hearing</i>
12/26/2020	 Stipulation and Order Filed by: Petitioner King, Alfred Samuel <i>[37] Stipulation and Order</i>
12/28/2020	 Notice of Entry of Stipulation and Order Filed By: Petitioner King, Alfred Samuel <i>[38] NOTICE OF ENTRY OF STIPULATION AND ORDER</i>
01/26/2021	 Notice of Hearing <i>[39] Instructions for Bluejeans Videoconference</i>
01/29/2021	 Reply Filed by: Personal Representative King, Paul Daniel <i>[40] Reply to Objection to Report and Recommendation</i>

**CASE SUMMARY**  
**CASE NO. P-19-100680-E**

01/29/2021	 Supplement Filed by: Petitioner King, Alfred Samuel <i>[41] SUPPLEMENT TO OBJECTION TO REPORT AND RECOMMENDATION</i>
02/02/2021	 Reply to Opposition Filed by: Petitioner King, Alfred Samuel <i>[42] Reply to Opposition (Reply) to Objection to Report and Recommendation</i>
02/02/2021	 Supplement Filed by: Personal Representative King, Paul Daniel <i>[43] Supplement to Reply to Objection to Report and Recommendation</i>
02/02/2021	 Errata Filed By: Petitioner King, Alfred Samuel <i>[44] ERRATA TO REPLY TO OPPOSITION (REPLY) TO OBJECTION TO REPORT AND RECOMMENDATION</i>
02/19/2021	 Order Filed By: Personal Representative King, Paul Daniel <i>[45] Order</i>
02/19/2021	 Notice of Entry of Order Filed By: Personal Representative King, Paul Daniel <i>[46] Notice of Entry of Order</i>
02/23/2021	 Letters of Administration Electronically Issued/Filed Party: Personal Representative King, Paul Daniel <i>[47] Letters Testamentary</i>
03/02/2021	 Notice to Creditors Filed By: Personal Representative King, Paul Daniel <i>[48] Notice to Creditors (60-Day Notice)</i>
03/19/2021	 Affidavit of Publication <i>[49] AFFIDAVIT OF PUBLICATION</i>
04/29/2021	 Application Filed By: Petitioner King, Alfred Samuel <i>[50] Application and Notice of Discharge of Attorney</i>
05/21/2021	 Motion to Withdraw As Counsel Filed By: Petitioner King, Alfred Samuel <i>[51] Motion to Withdraw as Counsel</i>
05/21/2021	 Affidavit in Support Filed By: Petitioner King, Alfred Samuel <i>[52] Affidavit in Support of Motion to Withdraw as Counsel</i>
05/21/2021	 Notice of Motion Filed By: Petitioner King, Alfred Samuel <i>[53] Notice of Motion</i>
05/24/2021	 Clerk's Notice of Hearing <i>[54] Notice of Hearing</i>

**CASE SUMMARY**  
**CASE NO. P-19-100680-E**

05/25/2021	 Certificate of Service Filed by: Petitioner King, Alfred Samuel <i>[55] Certificate of Service</i>
06/16/2021	 Notice of Appearance Party: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L. <i>[56] Notice of Appearance</i>
06/16/2021	 Petition Filed by: Petitioner King, Alfred Samuel; Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Janet L. <i>[57] Petition for Order Requiring Sale</i>
06/16/2021	 Notice of Hearing Filed By: Petitioner King, Alfred Samuel; Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Janet L. <i>[58] Notice of Hearing on Petition for Order Requiring Sale</i>
06/16/2021	 Notice of Hearing Filed By: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L. <i>[59] Notice of Hearing on Petition for Order Requiring Sale</i>
06/16/2021	 Clerk's Notice of Hearing <i>[60] Notice of Hearing</i>
06/16/2021	 Certificate of Service Filed by: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L. <i>[61] Certificate of Service</i>
07/23/2021	 Order Granting Filed By: Petitioner King, Alfred Samuel <i>[62] Order Granting Withdrawal of Counsel</i>
07/23/2021	 Notice of Entry of Order Filed By: Petitioner King, Alfred Samuel <i>[63] Notice of Entry of Order</i>
07/26/2021	 Certificate of Mailing Filed By: Petitioner King, Alfred Samuel <i>[64] Certificate of Mailing/Service</i>
08/10/2021	 Motion Filed By: Personal Representative King, Paul Daniel <i>[65] Motion for Continuance and in the Alternative Objection to Petition for Order Requiring Sale</i>
08/10/2021	 Clerk's Notice of Nonconforming Document <i>[66] Clerk's Notice of Nonconforming Document</i>
08/12/2021	 Reply

**CASE SUMMARY**

**CASE NO. P-19-100680-E**

	Filed by: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L. <i>[67] Reply in Support of Petition for Order Requiring Sale</i>
08/12/2021	 Certificate of Service Filed by: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L. <i>[68] Certificate of Service</i>
08/13/2021	 Clerk's Notice of Nonconforming Document and Curative Action <i>[69] Clerk's Notice of Curative Action</i>
08/17/2021	 Notice of Sale Filed By: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L. <i>[70] Notice of Private Sale Pursuant to NRS 145.070/148.240</i>
08/17/2021	 Supplemental Filed by: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L. <i>[71] Supplemental Petition for Sale</i>
08/17/2021	 Certificate of Service Filed by: Petitioner Hofman, Craig <i>[72] Certificate of Service</i>
08/17/2021	 Notice of Withdrawal Filed by: Personal Representative King, Paul Daniel <i>[73] Notice of Withdrawal of Attorney For Paul Daniel King</i>
08/17/2021	 Certificate of Service Filed by: Personal Representative King, Paul Daniel <i>[74] Certificate of Service</i>
08/18/2021	 Certificate of Service Filed by: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L. <i>[75] Certificate of Service</i>
08/19/2021	 Supplement to Opposition Filed By: Personal Representative King, Paul Daniel <i>[78] Supplement to Motion for Continuance and In The Alternative Objection to Petition for Order Requiring Sale</i>
09/24/2021	 Report and Recommendations Filed by: Personal Representative King, Paul Daniel <i>[77] Probate Commissioner's Report and Recommendation</i>
11/01/2021	 Report and Recommendations <i>[78] Probate Commissioner's Report and Recommendation</i>
11/05/2021	 Objection Filed By: Petitioner Hofman, Craig <i>[79] Objection to Report and Recommendation</i>

# CASE SUMMARY

CASE NO. P-19-100680-E

11/08/2021	 Notice of Hearing <i>[80] Objection to PC's Report and Recommendation</i>
11/19/2021	 Notice of Non Opposition Filed By: Petitioner Hofman, Craig <i>[81] Notice of Non-Opposition to Objection to Report and Recommendation</i>
12/06/2021	 Ex Parte Application Party: Petitioner Hofman, Craig <i>[82] Ex Parte Application for Order to Show Cause Why Paul "Danny" King Should Not Be Held In Contempt on Order Shortening Time</i>
12/08/2021	 Objection Filed By: Personal Representative King, Paul Daniel <i>[83] Objections to Order to Shorten Time and Order to Show Cause</i>
12/09/2021	 Clerk's Notice of Nonconforming Document <i>[84] Clerk's Notice of Nonconforming Document</i>
12/10/2021	 Notice of Hearing <i>[85] Instructions for Bluejeans Videoconference and Rescheduled Hearing</i>
12/12/2021	 Order Shortening Time Filed By: Petitioner King, Alfred Samuel; Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L. <i>[86] Ex Parte Application for Order to Show Cause Why Paul Danny King Should Not Be Held In Contempt on Order Shortening Time</i>
12/13/2021	 Certificate of Service Filed by: Petitioner Hofman, Craig <i>[87] Certificate of Service</i>
12/17/2021	 Opposition Filed By: Personal Representative King, Paul Daniel <i>[88] Opposition to Petitioners' Objection to Report and Recommendation</i>
12/30/2021	 Notice of Hearing <i>[89] Instructions for Bluejeans Videoconference</i>
01/03/2022	 Opposition Filed By: Personal Representative King, Paul Daniel <i>[90] Opposition to Report and Recommendation and Status Report</i>
01/03/2022	 Supplemental Brief Filed By: Petitioner Hofman, Craig <i>[91] Supplemental Briefing in Support of Objection to Report and Recommendation</i>
01/05/2022	 Response Filed by: Personal Representative King, Paul Daniel <i>[92] Response to Supplemental Briefing in Support of Objection to Report and Recommendation</i>
01/05/2022	 Supplemental Filed by: Personal Representative King, Paul Daniel

# CASE SUMMARY

CASE NO. P-19-100680-E

	<i>[93] Supplemental Response to Supplemental Briefing in Support of Objection to Report and Recommendation</i>
01/10/2022	 Order Granting <i>[94] Order Granting Objection to Report and Recommendation and Ordering Paul Daniel King to Execute All Documents Needed to Facilitate the Sale of the Property</i>
01/11/2022	 Notice of Appearance Party: Petitioner Hofman, Craig <i>[95] Notice of Appearance</i>
01/11/2022	 Notice of Entry of Order Filed By: Petitioner Hofman, Craig <i>[96] Notice of Entry of Order Granting Objection to Report and Recommendation and Ordering Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property</i>
02/02/2022	 Ex Parte Application Party: Petitioner Hofman, Craig <i>[97] Ex Parte Application for an Order Appointing the Court Clerk to Execute Seller's Closing Documents Pursuant to NRCP 70 and EDCR 7.51 on Behalf of Danny King</i>
02/04/2022	 Order Filed By: Petitioner King, Alfred Samuel; Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L. <i>[98] Order Appointing Court Clerk to Execute the Seller's Closing Documents Pursuant to NRCP 70 and EDCR 7.51 on Behalf of Danny King</i>
02/10/2022	 Notice of Appeal Filed By: Personal Representative King, Paul Daniel <i>[99] Appeal of Order Granting Objection to Report and Recommendation and Order for Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property</i>
02/11/2022	 Notice of Entry of Order Filed By: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L. <i>[100] Notice of Entry of Order Appointing Court Clerk to Execute the Seller's Closing Documents Pursuant to NRCP 70 and EDCR 7.51 on Behalf of Danny King</i>
02/14/2022	 Ex Parte Motion Filed By: Personal Representative King, Paul Daniel <i>[101] Ex Parte Motion to Vacate Order Appointing Court Clerk to Execute the Seller's closing Documents Pursuant to NRCP 70 and EDCR 7.51 on Behalf of Danny King</i>
02/14/2022	 Motion to Vacate Filed By: Personal Representative King, Paul Daniel <i>[102] Ex Parte Motion to Vacate Order Appointing Court Clerk to Execute the Seller's Closing Documents Pursuant to NRCP 70 and EDCR 7.51 on Behalf of Danny King</i>
02/14/2022	 Amended Notice of Appeal <i>[103] Ex Parte Amended Appeal and Motion to Reconsider This Court's Order Granting Objection to Report and Recommendation and Ordering Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property on Order Shortening Time</i>
02/14/2022	 Motion to Reconsider Filed By: Personal Representative King, Paul Daniel

**CASE SUMMARY****CASE NO. P-19-100680-E**

*[104] Ex Parte Amended Appeal and Motion to Reconsider Order Granting Objection to Report and Recommendation and Order for Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property on Order Shortening Time*

02/14/2022

**Notice of Hearing**

Filed By: Personal Representative King, Paul Daniel

*[105] Notice of Hearing*

02/15/2022

**Order Shortening Time***[106] AmendedAppealMotionReconsider021422*

02/15/2022

**Case Appeal Statement***Case Appeal Statement***HEARINGS**

10/18/2019

**Petition - HM (9:30 AM)** (Hearing Master: Yamashita, Wesley)*Petition for Probate of Will, Appointment of Personal Representative, for Issuance of Letters Testamentary and for Summary Administration of Estate*

09/04/2020

**Petition - HM (9:45 AM)** (Hearing Master: Yamashita, Wesley)**09/04/2020, 10/09/2020***Petition to Set Aside Estate Without Administration*

10/16/2020

**Petition - HM (9:45 AM)** (Hearing Master: Yamashita, Wesley)*Petition for Probate of Will, for Appointment of Personal Representative, For Issuance of Letters of Testamentary, and for Summary Administration of Estate.*

02/04/2021

**Objection - Probate (10:30 AM)** (Judicial Officer: Sturman, Gloria)*Objection to Report and Recommendation*

07/23/2021

**Petition - HM (3:00 AM)** (Hearing Master: Yamashita, Wesley)*Motion to Withdraw as Counsel*

08/20/2021

**Petition - HM (9:45 AM)** (Hearing Master: Yamashita, Wesley)*Petition for Order Requiring Sale*

12/21/2021

**Objection (10:00 AM)** (Judicial Officer: Sturman, Gloria)*Objection to PCRR*

12/21/2021

**Show Cause Hearing (10:00 AM)** (Judicial Officer: Sturman, Gloria)*OSC Why Paul King Should Not Be Held in Contempt of Court*

12/21/2021

**All Pending Motions (10:00 AM)** (Judicial Officer: Sturman, Gloria)

01/06/2022

**Status Check (10:00 AM)** (Judicial Officer: Sturman, Gloria)*Status Check: Probate Status*

02/17/2022

**Motion - HM (9:30 AM)** (Judicial Officer: Sturman, Gloria)*Ex Parte Amended Appeal and Motion to Reconsider Order Granting Objection to Report and Recommendation and Order for Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property on Order Shortening Time***DATE****FINANCIAL INFORMATION****Decedent** King, Martin Jeffrey

Total Charges

284.50

Total Payments and Credits

284.50

**Balance Due as of 2/15/2022****0.00**

# CASE SUMMARY

CASE NO. P-19-100680-E

**Personal Representative** King, Paul Daniel

Total Charges	223.00
---------------	--------

Total Payments and Credits	223.00
----------------------------	--------

<b>Balance Due as of 2/15/2022</b>	<b>0.00</b>
------------------------------------	-------------

**Petitioner** Hofman, Craig

Total Charges	59.50
---------------	-------

Total Payments and Credits	59.50
----------------------------	-------

<b>Balance Due as of 2/15/2022</b>	<b>0.00</b>
------------------------------------	-------------

**Petitioner** Hof's Hut Restaurants, Inc.

Total Charges	3.50
---------------	------

Total Payments and Credits	3.50
----------------------------	------

<b>Balance Due as of 2/15/2022</b>	<b>0.00</b>
------------------------------------	-------------



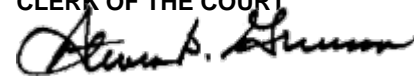
# DISTRICT COURT CIVIL COVER SHEET

County, Nevada

Case No. \_\_\_\_\_

(Assigned by Clerk's Office)

Electronically Filed  
9/13/2019 10:26 AM  
Steven D. Grierson  
CLERK OF THE COURT



## I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

Alfred Samuel King  
23082 Via Celeste  
Coto De Caza, CA 92679

Defendant(s) (name/address/phone):

Martin Jeffrey King

**CASE NO: P-19-100680-E**  
**Clark District Family Domestic**

Attorney (name/address/phone):

Harriet H. Roland  
Roland Law Firm  
2520 Saint Rose Pkwy #309  
Henderson, NV 89074

Attorney (name/address/phone):

Harriet H. Roland  
Roland Law Firm  
2520 Saint Rose Pkwy #309  
Henderson, NV 89074

## II. Nature of Controversy (please select the one most applicable filing type below)


### Civil Case Filing Types

<p style="text-align: center;"><b>Real Property</b></p> <p><b>Landlord/Tenant</b></p> <p><input type="checkbox"/> Unlawful Detainer</p> <p><input type="checkbox"/> Other Landlord/Tenant</p> <p><b>Title to Property</b></p> <p><input type="checkbox"/> Judicial Foreclosure</p> <p><input type="checkbox"/> Other Title to Property</p> <p><b>Other Real Property</b></p> <p><input type="checkbox"/> Condemnation/Eminent Domain</p> <p><input type="checkbox"/> Other Real Property</p>	<p style="text-align: center;"><b>Negligence</b></p> <p><input type="checkbox"/> Auto</p> <p><input type="checkbox"/> Premises Liability</p> <p><input type="checkbox"/> Other Negligence</p> <p style="text-align: center;"><b>Malpractice</b></p> <p><input type="checkbox"/> Medical/Dental</p> <p><input type="checkbox"/> Legal</p> <p><input type="checkbox"/> Accounting</p> <p><input type="checkbox"/> Other Malpractice</p>	<p style="text-align: center;"><b>Torts</b></p> <p><b>Other Torts</b></p> <p><input type="checkbox"/> Product Liability</p> <p><input type="checkbox"/> Intentional Misconduct</p> <p><input type="checkbox"/> Employment Tort</p> <p><input type="checkbox"/> Insurance Tort</p> <p><input type="checkbox"/> Other Tort</p>
<p style="text-align: center;"><b>Probate</b></p> <p><i>(select case type and estate value)</i></p> <p><input checked="" type="checkbox"/> Summary Administration</p> <p><input type="checkbox"/> General Administration</p> <p><input type="checkbox"/> Special Administration</p> <p><input type="checkbox"/> Set Aside</p> <p><input type="checkbox"/> Trust/Conservatorship</p> <p><input type="checkbox"/> Other Probate</p> <p><b>Estate Value</b></p> <p><input type="checkbox"/> Over \$200,000</p> <p><input type="checkbox"/> Between \$100,000 and \$200,000</p> <p><input checked="" type="checkbox"/> Under \$100,000 or Unknown</p> <p><input type="checkbox"/> Under \$2,500</p>	<p style="text-align: center;"><b>Construction Defect &amp; Contract</b></p> <p><b>Construction Defect</b></p> <p><input type="checkbox"/> Chapter 40</p> <p><input type="checkbox"/> Other Construction Defect</p> <p><b>Contract Case</b></p> <p><input type="checkbox"/> Uniform Commercial Code</p> <p><input type="checkbox"/> Building and Construction</p> <p><input type="checkbox"/> Insurance Carrier</p> <p><input type="checkbox"/> Commercial Instrument</p> <p><input type="checkbox"/> Collection of Accounts</p> <p><input type="checkbox"/> Employment Contract</p> <p><input type="checkbox"/> Other Contract</p>	<p style="text-align: center;"><b>Judicial Review/Appeal</b></p> <p><b>Judicial Review</b></p> <p><input type="checkbox"/> Foreclosure Mediation Case</p> <p><input type="checkbox"/> Petition to Seal Records</p> <p><input type="checkbox"/> Mental Competency</p> <p><b>Nevada State Agency Appeal</b></p> <p><input type="checkbox"/> Department of Motor Vehicle</p> <p><input type="checkbox"/> Worker's Compensation</p> <p><input type="checkbox"/> Other Nevada State Agency</p> <p><b>Appeal Other</b></p> <p><input type="checkbox"/> Appeal from Lower Court</p> <p><input type="checkbox"/> Other Judicial Review/Appeal</p>
<p style="text-align: center;"><b>Civil Writ</b></p> <p><b>Civil Writ</b></p> <p><input type="checkbox"/> Writ of Habeas Corpus</p> <p><input type="checkbox"/> Writ of Mandamus</p> <p><input type="checkbox"/> Writ of Quo Warrant</p> <p><input type="checkbox"/> Writ of Prohibition</p> <p><input type="checkbox"/> Other Civil Writ</p>		<p style="text-align: center;"><b>Other Civil Filing</b></p> <p><b>Other Civil Filing</b></p> <p><input type="checkbox"/> Compromise of Minor's Claim</p> <p><input type="checkbox"/> Foreign Judgment</p> <p><input type="checkbox"/> Other Civil Matters</p>

*Business Court filings should be filed using the Business Court civil coversheet.*

9/13/2019

Date

  
Signature of initiating party or representative

See other side for family-related case filings.

**Marquis Aurbach Coffing**  
Terry A. Coffing, Esq.  
Nevada Bar No. 4949  
Tabetha Martinez, Esq.  
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Telephone: (702) 382-0711  
Facsimile: (702) 382-5816  
tcoffing@maclaw.com  
tmartinez@maclaw.com  
Attorneys for Petitioners

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

In the Matter of the Estate of:

MARTIN JEFFREY KING, AKA JEFFREY  
KING,

Deceased.

Case No.: P-19-100680-E  
Dept. No.: 26

**ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND  
ORDERING PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS  
NEEDED TO FACILITATE THE SALE OF THE PROPERTY**

The Court, having reviewed Petitioners Craig Hofman, Hof's Hut Restaurants, Inc., Alfred S. King, and Janet L. King's Objection to Report and Recommendation and all papers filed in support thereof and in opposition thereto; having considered the arguments of the parties at the hearings held on December 16, 2021 and January 6, 2021, and good cause appearing, hereby finds as follows:

1. Good cause exists to grant Petitioners' Objection to the Report and Recommendation.

2. The proposed sale of the real property with APN of 178-19-611-076, also known as 2220 Village Walk Drive, #3306, Henderson, Nevada 89052, and more particularly described as:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE  
FINAL MAP OF THE DISTRICT AT GREEN VALLEY  
RANCH, A CONDOMINIUM SUBDIVISION AND COMMON  
INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS,

PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF  
CLARK COUNTY, NEVADA.

(the "Property") meets with the requirements of the Tenancy in Common Agreement entered into by the parties, and is hereby approved and the sale is ORDERED to proceed;

3. That the sale of the Property is in the best interest of the Estate;

4. That there are no objections being made by the Deceased's ex-spouse, Ellen King, as to any right of first refusal she may have as to the Property or as to the sale of the Property;

5. That the objections raised by Paul Daniel King in his briefing and during oral argument at the time of the hearings, including, but not limited to, the scrivener's error in the Tenancy in Common Agreement as to the address of the Property, the potential for objection by Ellen King, and need for Ellen King to execute documents to finalize the sale, are without merit and/or can be resolved through the title company;

6. That based on the foregoing, Paul Daniel King, as Personal Representative of the Estate, must promptly, and without further delay, cooperate with the sale of the Property and execute any and all documents necessary to convey the Property, including accepting any conveyance of Ellen King, if necessary.

///

///

///

1 Based on the foregoing, IT IS HEREBY ORDERED that the sale of the Property  
2 proceed;

3 IT IS FURTHER HEREBY ORDERED that Paul Daniel King, as Personal  
4 Representative of the Estate, must promptly, and without further delay, cooperate with the sale of  
5 the Property and sign any documents necessary to convey the Property, including accepting a  
6 conveyance of Ellen King, if necessary.  
7

8 IT IS SO ORDERED.

9 Dated this 10th day of January, 2022

10   
DISTRICT COURT JUDGE

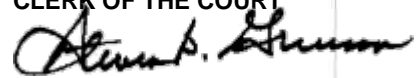
11 1F9 E35 8C10 3A60  
12 Gloria Sturman  
District Court Judge

13 Respectfully submitted this 10th day of January, 2022.

14  
15 MARQUIS AURBACH COFFING

16 By: /s/ Tabettha Martinez

17 Terry A. Coffing, Esq.  
18 Nevada Bar No. 4949  
19 Tabettha Martinez, Esq.  
20 Nevada Bar No. 14237  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Attorneys for Petitioners



1 **Paul Daniel King**  
2 Personal Representative, Martin Jeffrey King Estate  
3 pdannyking@gmail.com

4 **DISTRICT COURT**  
5 **CLARK COUNTY, NEVADA**

6 In the Matter of the Estate of:

7 MARTIN JEFFREY KING, AKA JEFFREY  
8 KING,

Case No.: P-19-100680-E  
Dept. No.: 26

9 Deceased.

10 **PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION**

11 Appearances: Terry A. Coffing, Esq.  
12 On behalf of Petitioners Craig Hofman, Hof's Hut Restaurants, Inc.,  
13 Alfred S. King, and Janet L. King

14 Paul Daniel King  
15 Personal Representative of the Estate

16 Hearings were held on Petitioners' Petition for Order Requiring Sale on August 13, 2021  
17 and August 20, 2021. After considering the pleadings and papers filed in this matter, having  
18 reviewed the points and authorities, having heard oral argument, and good cause appearing  
19 therefore, the Probate Commissioner finds and recommends as follows:

20 **FINDINGS OF FACT**

21 1. Petitioners entered into a Tenancy in Common Agreement (the "Agreement") with  
22 decedent Martin Jeffrey King ("Jeff King") to purchase a property located at 2220 Village Walk  
23 Drive, Unit 3306, Henderson, Nevada 89052 (the "Property") in 2005.

24 2. Pursuant to the terms of the Agreement, ownership of the Property was divided as  
25 follows: Petitioner Craig Hofman: 50%; Petitioners Alfred S. King and Janet L. King, 25%; Jeff  
26 King: 25%.

27 3. The Agreement contained a Right of First Refusal provision, requiring that any co-  
28

1 tenant wishing to sell any part of their interest first make a written offer to sell to the remaining  
2 owners.

3 4. In the event the remaining owners did not wish to purchase the co-tenant's interest,  
4 the Forced Sale provision of the Agreement allowed any co-tenant to force the sale of the Property.

5 5. In the event that the co-tenants did not agree upon the appraised value of the  
6 Property, the Forced Sale provision of the Agreement mandated for the co-tenants to obtain three  
7 appraisals of the Property performed by three different local Nevada real estate appraisers  
8 specializing in residential property, and that appraised value would be the average of the value of  
9 the three appraisals.  
10

11 6. Martin Jeffrey King passed away in 2017, and the instant probate action was opened  
12 in September 2019 in the Clark County Eighth Judicial District Court, Case No. P19-100680-E.

13 7. Paul Daniel King ("Danny King") obtained Letters Testamentary for the Martin  
14 Jeffrey King Estate ("the Estate") on February 23, 2021, and is serving as the personal  
15 representative for the Estate.  
16

17 8. In March of 2021, Petitioner Craig Hofman offered his 50% interest in the Property  
18 to the remaining co-tenants, Alfred S. King ("Sam King") and Janet L. King, and Danny King, as  
19 required by the Agreement.  
20

21 9. In March of 2021, Petitioner Sam King forwarded a Property listing agreement with  
22 Berkshire Hathaway for Danny King and requested for Danny King to sign it. Danny King wasn't  
23 previously consulted on the listing price or any of the agreement's conditions, and Danny King  
24 hadn't agreed upon an appraised value for the Property. Danny King requested for time to review  
25 and correct the listing agreement in order to comply with his duties as the Estate's personal  
26 representative. Danny King also requested for appraisals for the Property. The Petitioners were  
27 unresponsive to that request.  
28

1           10.     In May of 2021, the Petitioners canceled the proposed listing agreement with  
2 Berkshire Hathaway and instead signed a listing agreement with Luxury Homes of Las Vegas.  
3 Danny King wasn't included on the listing agreement, wasn't consulted on the listing price or any  
4 of the agreement's conditions, and hadn't agreed upon an appraised value for the Property.  
5

6           11.     In June of 2021, Petitioner Sam King informed Danny King that the Petitioners  
7 received an offer for the Property. The Petitioners subsequently accepted the offer without Danny  
8 King's consent.

9           12.     On August 20, 2021, a hearing was held on Petitioners' Petition for Order Requiring  
10 Sale. During that hearing, Petitioners requested that the Probate Commissioner approve the  
11 aforementioned sale and order that Petitioner Craig Hofman be named special administrator of the  
12 Estate on the grounds that Danny King was not a Nevada resident. Danny King requested for the  
13 Probate Commissioner to order that three appraisals had to be obtained prior to any Property sale.  
14 The Probate Commissioner denied Petitioners' request to order for Craig Hofman to be named the  
15 Estate's special administrator; confirmed that Danny King was to continue to represent the Estate;  
16 ordered for the co-tenants to obtain the three Property appraisals that Danny King requested, as  
17 per the Agreement; ordered for the property to be sold once the appraisals were obtained; and  
18 ordered for Petitioners' Counsel to write a report outlining the results of the hearing.  
19

20           13.     On September 9, 2021, Sam's Counsel submitted to the Clark County Court an  
21 "ORDER GRANTING IN PART AND DENYING IN PART PETITION FOR ORDER  
22 REQUIRING SALE." In it, Petitioners' Counsel falsely alleged that, during the August 20, 2021  
23 hearing, the Probate Commissioner ordered that "Petitioner Craig Hofman is permitted to act as a  
24 special administrator of the estate for the limited purpose of facilitating the sale of the Property  
25 described herein, and may sign any documents necessary to facilitate the sale of the Property."  
26

27           14.     On September 10, 2021, Danny submitted to Clark County Court an "ORDER  
28

1 GRANTING IN PART AND DENYING IN PART PETITION FOR ORDER REQUIRING  
2 SALE". In it, Danny King declared that the Probate Commissioner during the August 20, 2021  
3 hearing only ordered that the co-tenants obtain three Property appraisals and that the Property was  
4 to be sold once the three appraisals were obtained.

5 15. On September 13, 2021, Petitioners' Counsel forwarded three Property appraisals  
6 to Danny King.  
7

8 16. On September 14, 2021, Clark County Probate Law Clerk Phillip Froehlich  
9 confirmed that Petitioners' Counsel misrepresented the Probate Commissioner's order, writing in  
10 an e-mail to both Danny and Petitioners' Counsel: "Per the Commissioner: At this point unless  
11 both parties agree to the Order submitted by Mr. [Danny] King which did not name Craig Hofman  
12 as Special Administrator this will go as a Report and Recommendation."  
13

14 17. On September 17, 2017, Petitioners' Counsel submitted to the Clark County Court  
15 a "PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION", which, again,  
16 falsely alleged that the Probate Commissioner "authorizes Petitioner Craig Hofman to proceed  
17 with the sale, including signing any and all documents necessary to effectuate the sale on behalf  
18 of the [Jeff's Nevada] Estate, and deliver proper title to Buyer on behalf of all owners including  
19 the Estate."  
20

### 21 CONCLUSIONS OF LAW

22 Based on the above findings:

23 It is hereby RECOMMENDED that the Court enter an ORDER that:

24 1. Thee appraisals of the real property with APN of 178-19-611-076, also known as  
25 2220 Village Walk Drive, #3306, Henderson, Nevada 89052, and more particularly described as:

26 LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE  
27 FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH,  
28 A CONDOMINIUM SUBDIVISION AND COMMON INTEREST  
COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN



1 THE OFFICE OF THE COUNTY RECORDER OF CLARK  
2 COUNTY, NEVADA.

3 (the "Property") must be obtained;

- 4 2. The Property is to be sold.
- 5 3. The Estate is to be paid 25% of the net proceeds of the sale.
- 6 4. That all applicable notice periods are waived.

7 Dated this 28 day of <sup>October</sup> ~~September~~, 2021.

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10 PROBATE COMMISSIONER  
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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 In the Matter of:

CASE NO: P-19-100680-E

7 Martin King, Deceased

DEPT. NO. Department 26

8  
9 **AUTOMATED CERTIFICATE OF SERVICE**

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

13 Service Date: 1/10/2022

14 Anthony Barney anthony@anthonybarney.com

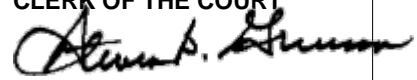
15 Zachary Holyoak zach@anthonybarney.com

16 Sherri Mong smong@maclaw.com

17 Tabetha Martinez tmartinez@maclaw.com

18 Jessica Madsen jmadsen@maclaw.com

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28



1 **Marquis Aurbach Coffing**  
Tye S. Hanseen, Esq.  
2 Nevada Bar No. 10365  
Tabetha Martinez, Esq.  
3 Nevada Bar No. 14237  
10001 Park Run Drive  
4 Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
5 Facsimile: (702) 382-5816  
thanseen@maclaw.com  
6 tmartinez@maclaw.com  
Attorneys for Petitioners

7  
8 **DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

10 In the Matter of the Estate of:

11 MARTIN JEFFREY KING, AKA JEFFREY  
KING,

Case No.: P-19-100680-E  
Dept. No.: 26

12 Deceased.  
13

14 **NOTICE OF ENTRY OF ORDER GRANTING OBJECTION TO REPORT AND**  
15 **RECOMMENDATION AND ORDERING PAUL DANIEL KING TO EXECUTE ANY**  
**AND ALL DOCUMENTS NEEDED TO FACILITATE THE SALE OF THE PROPERTY**

16  
17 Please take notice that an Order Granting Objection to Report and Recommendation and  
18 Ordering Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of  
19 the Property was entered in the above-captioned matter on the 10th day of January, 2022, a copy  
20 of which is attached hereto.

21 Dated this 11th day of January, 2022.

22 MARQUIS AURBACH COFFING

23 By: /s/ Tabetha A. Martinez

24 Tye S. Hanseen, Esq.  
Nevada Bar No. 10365  
25 Tabetha Martinez, Esq.  
Nevada Bar No. 14237  
26 10001 Park Run Drive  
Las Vegas, Nevada 89145  
27 Attorneys for Petitioners  
28

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **NOTICE OF ENTRY OF ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND ORDERING PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO FACILITATE THE SALE OF THE PROPERTY** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 11th day of January, 2022. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>1</sup>

I further certify that I served a copy of this document by email and mailing a true and correct copy thereof, postage prepaid, addressed to:

Paul Daniel King  
3520 Stanford Avenue  
Dallas, TX 75225  
Email: [pdannyking@gmail.com](mailto:pdannyking@gmail.com)

/s/ Jessica Madsen  
An employee of Marquis Aurbach Coffing

<sup>1</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

**Marquis Aurbach Coffing**  
Terry A. Coffing, Esq.  
Nevada Bar No. 4949  
Tabetha Martinez, Esq.  
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Attorneys for Petitioners

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

In the Matter of the Estate of:

MARTIN JEFFREY KING, AKA JEFFREY  
KING,

Deceased.

Case No.: P-19-100680-E  
Dept. No.: 26

**ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND  
ORDERING PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS  
NEEDED TO FACILITATE THE SALE OF THE PROPERTY**

The Court, having reviewed Petitioners Craig Hofman, Hof's Hut Restaurants, Inc., Alfred S. King, and Janet L. King's Objection to Report and Recommendation and all papers filed in support thereof and in opposition thereto; having considered the arguments of the parties at the hearings held on December 16, 2021 and January 6, 2021, and good cause appearing, hereby finds as follows:

1. Good cause exists to grant Petitioners' Objection to the Report and Recommendation.

2. The proposed sale of the real property with APN of 178-19-611-076, also known as 2220 Village Walk Drive, #3306, Henderson, Nevada 89052, and more particularly described as:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE  
FINAL MAP OF THE DISTRICT AT GREEN VALLEY  
RANCH, A CONDOMINIUM SUBDIVISION AND COMMON  
INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS,

PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF  
CLARK COUNTY, NEVADA.

(the "Property") meets with the requirements of the Tenancy in Common Agreement entered into by the parties, and is hereby approved and the sale is ORDERED to proceed;

3. That the sale of the Property is in the best interest of the Estate;

4. That there are no objections being made by the Deceased's ex-spouse, Ellen King, as to any right of first refusal she may have as to the Property or as to the sale of the Property;

5. That the objections raised by Paul Daniel King in his briefing and during oral argument at the time of the hearings, including, but not limited to, the scrivener's error in the Tenancy in Common Agreement as to the address of the Property, the potential for objection by Ellen King, and need for Ellen King to execute documents to finalize the sale, are without merit and/or can be resolved through the title company;

6. That based on the foregoing, Paul Daniel King, as Personal Representative of the Estate, must promptly, and without further delay, cooperate with the sale of the Property and execute any and all documents necessary to convey the Property, including accepting any conveyance of Ellen King, if necessary.

///

///

///

1 Based on the foregoing, IT IS HEREBY ORDERED that the sale of the Property  
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3 IT IS FURTHER HEREBY ORDERED that Paul Daniel King, as Personal  
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7

8 IT IS SO ORDERED.

9 Dated this 10th day of January, 2022

10   
DISTRICT COURT JUDGE

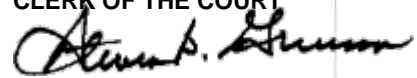
11 1F9 E35 8C10 3A60  
12 Gloria Sturman  
District Court Judge

13 Respectfully submitted this 10th day of January, 2022.

14  
15 MARQUIS AURBACH COFFING

16 By: /s/ Tabettha Martinez

17 Terry A. Coffing, Esq.  
Nevada Bar No. 4949  
18 Tabettha Martinez, Esq.  
Nevada Bar No. 14237  
19 10001 Park Run Drive  
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1 **Paul Daniel King**  
2 Personal Representative, Martin Jeffrey King Estate  
3 pdannyking@gmail.com

4 **DISTRICT COURT**  
5 **CLARK COUNTY, NEVADA**

6 In the Matter of the Estate of:

7 MARTIN JEFFREY KING, AKA JEFFREY  
8 KING,

Case No.: P-19-100680-E  
Dept. No.: 26

9 Deceased.

10 **PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION**

11 **Appearances:** Terry A. Coffing, Esq.  
12 On behalf of Petitioners Craig Hofman, Hof's Hut Restaurants, Inc.,  
13 Alfred S. King, and Janet L. King

14 Paul Daniel King  
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16 Hearings were held on Petitioners' Petition for Order Requiring Sale on August 13, 2021  
17 and August 20, 2021. After considering the pleadings and papers filed in this matter, having  
18 reviewed the points and authorities, having heard oral argument, and good cause appearing  
19 therefore, the Probate Commissioner finds and recommends as follows:

20 **FINDINGS OF FACT**

21 1. Petitioners entered into a Tenancy in Common Agreement (the "Agreement") with  
22 decedent Martin Jeffrey King ("Jeff King") to purchase a property located at 2220 Village Walk  
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24 2. Pursuant to the terms of the Agreement, ownership of the Property was divided as  
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27 3. The Agreement contained a Right of First Refusal provision, requiring that any co-  
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1 tenant wishing to sell any part of their interest first make a written offer to sell to the remaining  
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13 7. Paul Daniel King ("Danny King") obtained Letters Testamentary for the Martin  
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27 unresponsive to that request.  
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1           10.     In May of 2021, the Petitioners canceled the proposed listing agreement with  
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15 Estate's special administrator; confirmed that Danny King was to continue to represent the Estate;  
16 ordered for the co-tenants to obtain the three Property appraisals that Danny King requested, as  
17 per the Agreement; ordered for the property to be sold once the appraisals were obtained; and  
18 ordered for Petitioners' Counsel to write a report outlining the results of the hearing.  
19

20           13.     On September 9, 2021, Sam's Counsel submitted to the Clark County Court an  
21 "ORDER GRANTING IN PART AND DENYING IN PART PETITION FOR ORDER  
22 REQUIRING SALE." In it, Petitioners' Counsel falsely alleged that, during the August 20, 2021  
23 hearing, the Probate Commissioner ordered that "Petitioner Craig Hofman is permitted to act as a  
24 special administrator of the estate for the limited purpose of facilitating the sale of the Property  
25 described herein, and may sign any documents necessary to facilitate the sale of the Property."  
26

27           14.     On September 10, 2021, Danny submitted to Clark County Court an "ORDER  
28

1 GRANTING IN PART AND DENYING IN PART PETITION FOR ORDER REQUIRING  
2 SALE". In it, Danny King declared that the Probate Commissioner during the August 20, 2021  
3 hearing only ordered that the co-tenants obtain three Property appraisals and that the Property was  
4 to be sold once the three appraisals were obtained.

5 15. On September 13, 2021, Petitioners' Counsel forwarded three Property appraisals  
6 to Danny King.  
7

8 16. On September 14, 2021, Clark County Probate Law Clerk Phillip Froehlich  
9 confirmed that Petitioners' Counsel misrepresented the Probate Commissioner's order, writing in  
10 an e-mail to both Danny and Petitioners' Counsel: "Per the Commissioner: At this point unless  
11 both parties agree to the Order submitted by Mr. [Danny] King which did not name Craig Hofman  
12 as Special Administrator this will go as a Report and Recommendation."  
13

14 17. On September 17, 2017, Petitioners' Counsel submitted to the Clark County Court  
15 a "PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION", which, again,  
16 falsely alleged that the Probate Commissioner "authorizes Petitioner Craig Hofman to proceed  
17 with the sale, including signing any and all documents necessary to effectuate the sale on behalf  
18 of the [Jeff's Nevada] Estate, and deliver proper title to Buyer on behalf of all owners including  
19 the Estate."  
20

### 21 CONCLUSIONS OF LAW

22 Based on the above findings:

23 It is hereby RECOMMENDED that the Court enter an ORDER that:

24 1. Thee appraisals of the real property with APN of 178-19-611-076, also known as  
25 2220 Village Walk Drive, #3306, Henderson, Nevada 89052, and more particularly described as:

26 LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE  
27 FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH,  
28 A CONDOMINIUM SUBDIVISION AND COMMON INTEREST  
COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN

1 THE OFFICE OF THE COUNTY RECORDER OF CLARK  
2 COUNTY, NEVADA.

3 (the "Property") must be obtained;

- 4 2. The Property is to be sold.
- 5 3. The Estate is to be paid 25% of the net proceeds of the sale.
- 6 4. That all applicable notice periods are waived.

7 Dated this 28 day of <sup>October</sup> ~~September~~, 2021.

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9   
10 PROBATE COMMISSIONER

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1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 In the Matter of:

CASE NO: P-19-100680-E

7 Martin King, Deceased

DEPT. NO. Department 26

8  
9 **AUTOMATED CERTIFICATE OF SERVICE**

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

13 Service Date: 1/10/2022

14 Anthony Barney

anthony@anthonybarney.com

15 Zachary Holyoak

zach@anthonybarney.com

16 Sherri Mong

smong@maclaw.com

17 Tabetha Martinez

tmartinez@maclaw.com

18 Jessica Madsen

jmadsen@maclaw.com

19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Probate - Summary  
Administration**

**COURT MINUTES**

**October 18, 2019**

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P-19-100680-E      In the Matter of:  
Martin King, Deceased

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**October 18, 2019      9:30 AM      Petition - HM**

**HEARD BY:** Yamashita, Wesley      **COURTROOM:** RJC Courtroom 14D

**COURT CLERK:** Sharon Chun

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**      Cunningham, Richard T, ESQ      Attorney  
King, Alfred Samuel      Petitioner  
Roland, Harriet H      Attorney

**JOURNAL ENTRIES**

- Petition for Probate of Will, Appointment of Personal Representative, for Issuance of Letters Testamentary and for Summary Administration of Estate

Mr. Cunningham stated that a set-aside is suggested. The value is one-fourth interest of the property which equals \$25,000.00. He also advised Mr. King died in CA and this is the only asset in NV.

Ms. Roland advised there are other tenants in common which would be compromised and there are creditor claims.

COMMISSIONER RECOMMENDED, PETITION PLACED ON HOLD. It will be review after the Petition for Set-Aside is heard. Mr. Cunningham confirmed he will file a Petition for Set-Aside.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Probate - Summary  
Administration**

**COURT MINUTES**

**September 04, 2020**

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P-19-100680-E	In the Matter of: Martin King, Deceased
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**September 04, 2020     9:45 AM     Petition - HM**

**HEARD BY:** Yamashita, Wesley                      **COURTROOM:** RJC Courtroom 14D

**COURT CLERK:** Jill Chambers

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Counsel appearing remotely via Bluejeans.

Court noted there was an objection filed 9/3/20 and inquired if the property in Nevada was the only asset in the trust with everything else to be determined in California. Mr. Cunningham confirmed that the property was the only asset in Nevada and stated that he did not object to the sale of the property. Ms. Roland argued as to the previous petition that was denied and requested the she be allowed to renew the petition. Mr. Cunningham stated there was another estate located in Washington that would require another set aside motion to be filed on his client's behalf. Commissioner RECOMMENDED reviving the prior Petition to Set Aside in the alternative to be the executor unless parties can resolve the issue and CONTINUED MATTER.

10/9/20 PETITION TO SET ASIDE

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Probate - Summary  
Administration**

**COURT MINUTES**

**October 09, 2020**

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P-19-100680-E	In the Matter of: Martin King, Deceased
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**October 09, 2020      3:00 AM      Petition - HM**

**HEARD BY:** Yamashita, Wesley      **COURTROOM:** Chambers

**COURT CLERK:** Alice Jacobson

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Prior to the time set for hearing, COMMISSIONER RECOMMENDED, matter taken OFF CALENDAR.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Probate - Summary  
Administration**

**COURT MINUTES**

**October 16, 2020**

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P-19-100680-E	In the Matter of: Martin King, Deceased
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**October 16, 2020      9:45 AM      Petition - HM**

**HEARD BY:** Yamashita, Wesley      **COURTROOM:** RJC Courtroom 14D

**COURT CLERK:** Jill Chambers

**RECORDER:**

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Cunningham, Richard T, ESQ	Attorney
	Roland, Harriet H	Attorney

**JOURNAL ENTRIES**

- Colloquy regarding California and Alaska trusts. Commissioner noted that it appeared that Alfred King has a conflict with acting as the Administrator with issues of the ownership interest in these partnerships and the lands and rights to buy in by the succeeding partners and doesn't see that he can represent both sides.

Argument by counsel. COMMISSIONER RECOMMENDED Alfred King to be REMOVED as Administrator and Paul King APPOINTED as Administrator adding that he would have letters testamentary. Mr. Cunningham to prepare a Report and Recommendation.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Probate - Summary  
Administration**

**COURT MINUTES**

**February 04, 2021**

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P-19-100680-E	In the Matter of: Martin King, Deceased
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**February 04, 2021      10:30 AM      Objection - Probate**

**HEARD BY:** Sturman, Gloria      **COURTROOM:** RJC Courtroom 10D

**COURT CLERK:** Louisa Garcia

**RECORDER:** Kerry Esparza

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Barney, Anthony L.	Attorney
	Cunningham, Richard T, ESQ	Attorney
	Roland, Harriet H	Attorney

**JOURNAL ENTRIES**

- Court advised it was its understanding the Commissioner looked at the circumstances and appointed one of the surviving children; the other child did not want to serve. Following arguments by counsel regarding objection to Commissioner s Report and Recommendation (R&R) whether Commissioner deviated from the decedent s expressed intent, COURT ORDERED, Objection DENIED. Court advised the Commissioner properly exercised its discretion when he found a conflict existed at the time of the hearing based on all the evidence he had before him and in addition to everything else said in the R&R. The Commissioner took into account other facts contained in the supplemental information provide to him and based his decision on everything he had before him at that time he entered his order. Court agreed the existing tenants in common is not sufficient and the R&R should be amended as to findings in Paragraph III, IV and V, as additional information has been provided in interim. Mr. Cunningham to prepare the Order.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Probate - Summary  
Administration**

**COURT MINUTES**

**July 23, 2021**

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P-19-100680-E	In the Matter of: Martin King, Deceased
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<b>July 23, 2021</b>	<b>3:00 AM</b>	<b>Petition - HM</b>
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<b>HEARD BY:</b> Yamashita, Wesley	<b>COURTROOM:</b> Chambers
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**COURT CLERK:** Nylasia Packer

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

- Matter being on Approved List and there being no objection, COMMISSIONER RECOMMENDED, Petition APPROVED.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Probate - Summary  
Administration**

**COURT MINUTES**

**August 20, 2021**

P-19-100680-E

In the Matter of:  
Martin King, Deceased

**August 20, 2021**

**9:45 AM**

**Petition - HM**

**Petition for Order  
Requiring Sale**

**HEARD BY:** Yamashita, Wesley

**COURTROOM:** Phoenix Building 11th Floor  
110

**COURT CLERK:** Jill Chambers  
Jennifer Lott

**RECORDER:**

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Coffing, Terry A.	Attorney
	King, Alfred S	Petitioner
	King, Alfred Samuel	Petitioner

**JOURNAL ENTRIES**

- Mr. Coffing stated the Estate needs representation of counsel, Mr. King is not a resident in the State of Nevada, and is therefore not qualified to serve as personal representative. Commissioner gave Mr. King time to contact an attorney, Mr. Coffing was in contact with an attorney, but he chose not to go forward based on his discussions with Mr. King. Mr. Coffing requested the Court not consider anything from Mr. King at this time, and address the pleadings that were properly filed. Upon Commissioner's inquiry, Mr. King has been issued letters. If Mr. King was duly appointed by direction of a Will, Commissioner stated Mr. King doesn't need to be a resident of Nevada.

Commissioner stated there is no reason for a continuance, and what is going on in California is not applicable here. Commissioner will determine whether or not pursuant to this agreement there is a requirement of sale, and what are the prerequisites to facilitate said sale. Commissioner addressed

counsel regarding the Statute. Argument by Mr. King. Argument by Mr. Coffing. Commissioner stated Mr. King must have good faith reasons for what he is doing. If there is a disagreement on the appraisals, Commissioner stated the next step is to obtain appraisals from three different local real estate Appraisers specializing in residential property (appraisals shall equal their value). Mr. King is in the process of trying to get an appraisal. Mr. Coffing requested the appraisal within the last twelve months suffice. Opposition by Mr. King. Commissioner stated to enforce the Contract, the steps have not been complied with. Commissioner reviewed the steps in the Agreement. Mr. Coffing requested if the appraisals come in less than the sale price, to bring the issues before the Commissioner on an expedited basis. Commissioner agreed. Commissioner WAIVED the Notice. Mr. Coffing requested a Report and Recommendation, and Mr. King to approve as to form and content.

CLERK'S NOTE: Minute Order created from JAVS on 10-8-2021. J. Lott

# Certification of Copy

State of Nevada }  
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

EX PARTE AMENDED APPEAL AND MOTION TO RECONSIDER ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND ORDER FOR PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO FACILITATE THE SALE OF THE PROPERTY ON ORDER SHORTENING TIME; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND ORDERING PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO FACILITATE THE SALE OF THE PROPERTY; NOTICE OF ENTRY OF ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND ORDERING PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO FACILITATE THE SALE OF THE PROPERTY; DISTRICT COURT MINUTES

In the Matter of:

MARTIN KING,

Deceased.

Case No: P-19-100680-E

Dept No: XXVI

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 15 day of February 2022.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk



**EIGHTH JUDICIAL DISTRICT COURT  
CLERK OF THE COURT**

REGIONAL JUSTICE CENTER  
200 LEWIS AVENUE, 3<sup>rd</sup> FL.  
LAS VEGAS, NEVADA 89155-1160  
(702) 671-4554

Steven D. Grierson  
Clerk of the Court

Anntoinette Naumec-Miller  
Court Division Administrator

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February 15, 2022

Elizabeth A. Brown  
Clerk of the Court  
201 South Carson Street, Suite 201  
Carson City, Nevada 89701-4702

RE: In the Matter of: MARTIN KING, deceased  
D.C. CASE: P-19-100680-E

Dear Ms. Brown:

Please find enclosed a Notice of Appeal packet, filed February 10, 2022. Due to extenuating circumstances minutes from the date(s) listed below have not been included:

December 21, 2021

January 6, 2022

We do not currently have a time frame for when these minutes will be available.

If you have any questions regarding this matter, please contact me at (702) 671-0512.

Sincerely,  
STEVEN D. GRIERSON, CLERK OF THE COURT

/s/ Amanda Hampton  
Amanda Hampton, Deputy Clerk