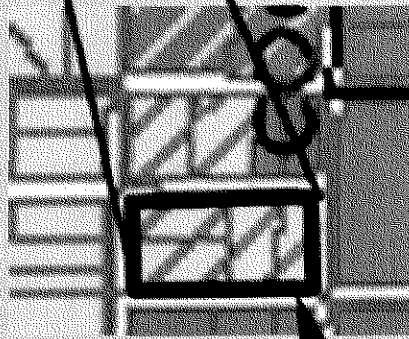
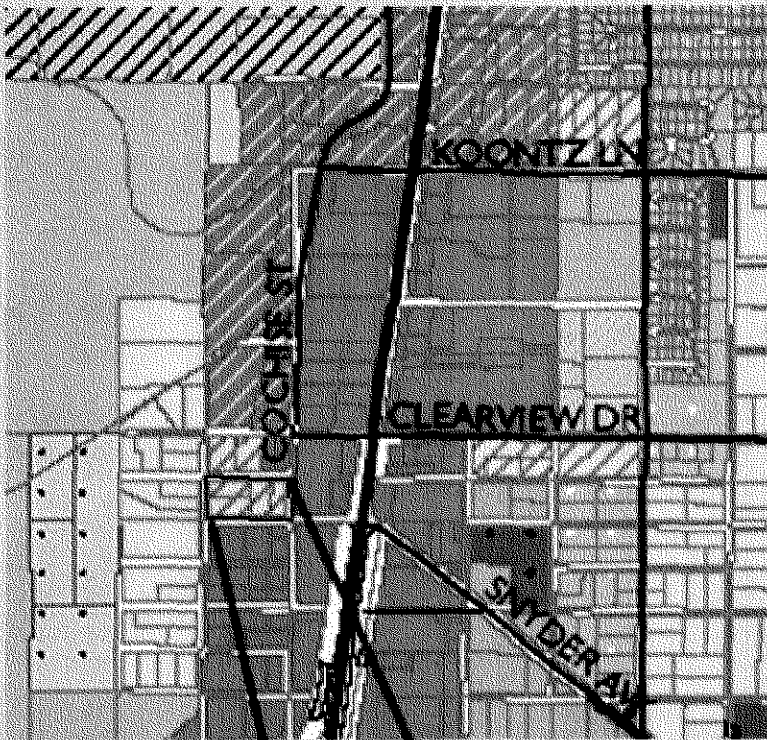


Exhibit B

Master Plan Map



Subject parcel →

Land Use Map

Legend

- | | |
|------------------------------------------------------|---------------------------|
| COMMERCIAL/EMPLOYMENT | MIXED-USE |
| Community/Regional Commercial | Downtown Mixed-Use |
| Neighborhood Commercial | Mixed-Use Commercial |
| Industrial | Mixed-Use Residential |
| RESIDENTIAL | Mixed-Use Employment |
| Rural Residential (5-20 ac/lot) | OPEN LANDS |
| Low Density Residential (0.2-1 du/ac or 5-33 ac/lot) | Public Conservation |
| Medium Density Residential (1-8 du/ac) | Open Space |
| High Density Residential (8-24 du/ac) | Parks and Recreation |
| OTHER | Mixed-Use Activity Center |
| Public/Quasi-Public | Adopted: April 8, 2008 |
| Washoe Tribe | |
| Specific Plan Area | |
| Conservation Reserve (Private) | |
| Planned Roadway Connection | |



Source: 2006 City of Reno Comprehensive Plan, Chapter 10, Land Use Planning
 Date: December 10, 2007. Prepared by: City of Reno Planning Department. All rights reserved.

Future Land Use

Exhibit C

Site Plan and Landscape Plan

DATE	12/15/2010
DESIGNED BY	MM
DRAWN BY	MM
CHECKED BY	MM
SCALE	AS SHOWN

C1

DATE: 12/15/2010
 DESIGNED BY: MM
 DRAWN BY: MM
 CHECKED BY: MM
 SCALE: AS SHOWN

NOT FOR CONSTRUCTION

GRAPHIC SCALE
 SCALE IN FEET
 0 10 20 30 40

CLEAR VIEW RIDGE CONCEPTUAL SITE & LANDSCAPE PLAN

PROJECT SUMMARY

12 UNIT TOWN HOUSE PHASE TWO
 ROSENTHAL, LLC
 100 WEST 10TH STREET
 SUITE 200
 NEW YORK, NY 10011

APN 9-251-08 1.75 AC.
 APN 9-251-05 1.75 AC.
 APN 9-252-08 0.28 AC.
 APN 9-253-09 1.63 AC.
 APN 9-253-11 1.77 AC.
 APN 9-253-12 1.77 AC.
 APN 9-253-10 1.77 AC.
 APN 9-255-07 1.58 AC.
 APN 9-255-02 1.77 AC.
 APN 9-255-03 1.77 AC.

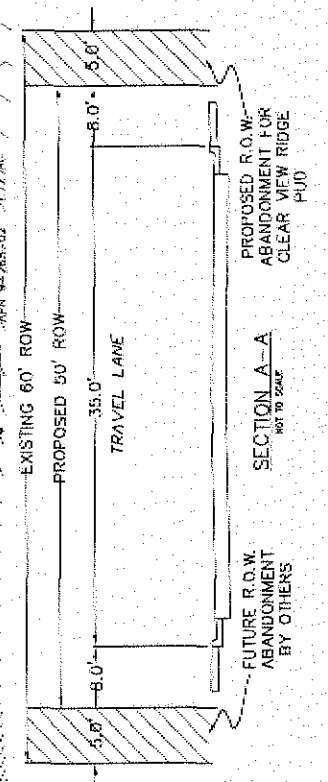
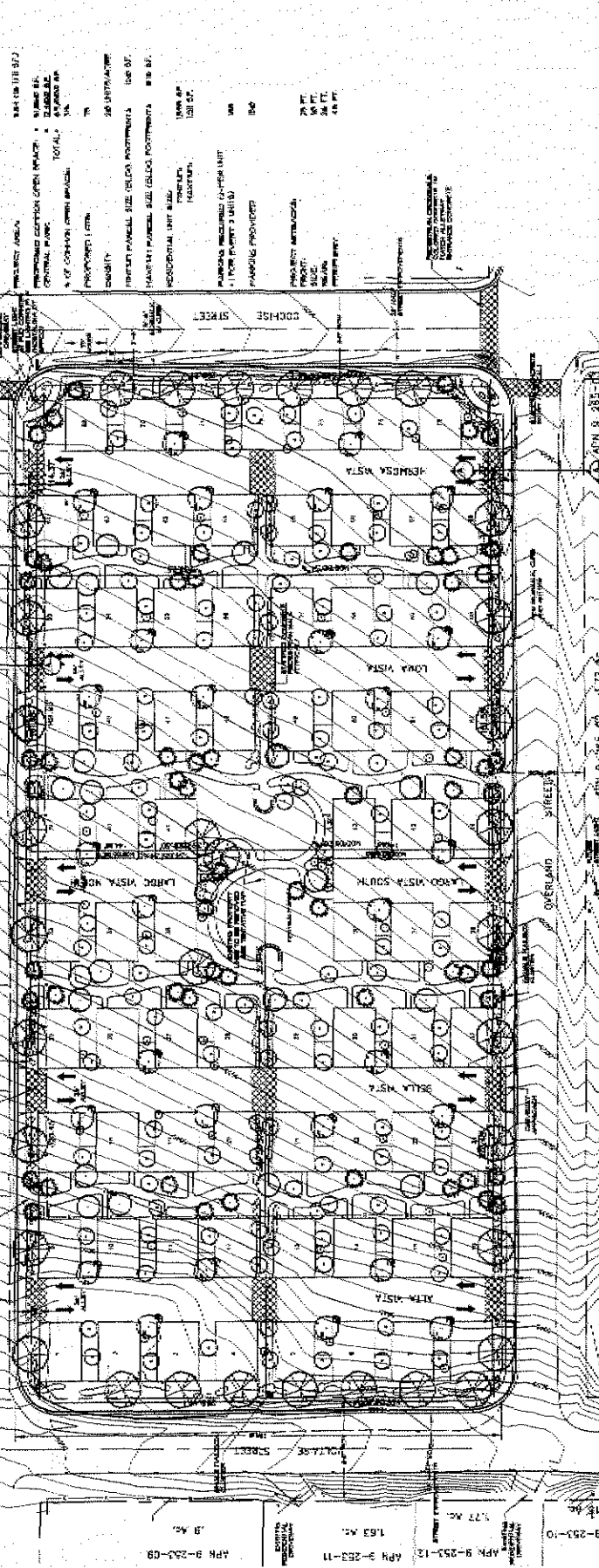
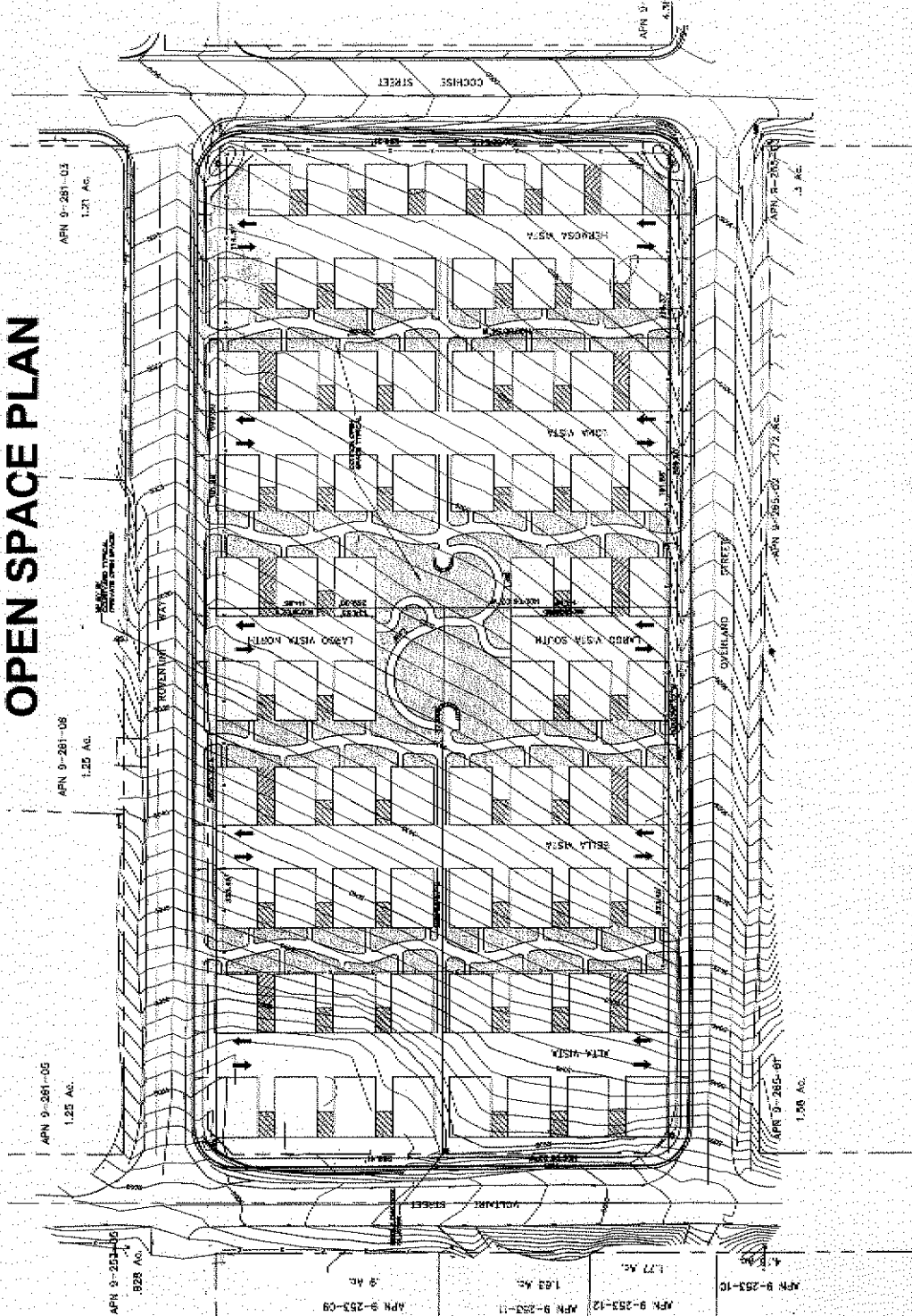


Exhibit D
Open Space Plan

CLEAR VIEW RIDGE OPEN SPACE PLAN



OPEN SPACE CALCULATION

APPROXIMATE TOTAL OPEN SPACE	1,200,000 SQ. FT.
TOTAL AREA	1,200,000 SQ. FT.
% OPEN SPACE	100%

PERCENTAGE OF OPEN SPACE

APPROXIMATE TOTAL OPEN SPACE	1,200,000 SQ. FT.
TOTAL AREA	1,200,000 SQ. FT.
% OPEN SPACE	100%

PERCENTAGE OF PRIVATE OPEN SPACE

APPROXIMATE TOTAL PRIVATE OPEN SPACE	1,200,000 SQ. FT.
TOTAL AREA	1,200,000 SQ. FT.
% PRIVATE OPEN SPACE	100%

LUMOS
ANALYTICS & ASSOCIATES

400 E. COLLETT PARKWAY
SUITE 100, WEST VALLEY
CITY, UT 84119
PHONE: 801.224.1234
WWW.LUMOSANALYTICS.COM

DATE: 05/13/2008
DRAWN BY: [REDACTED]
CHECKED BY: [REDACTED]
APPROVED BY: [REDACTED]

ROSENTHAL, LLC

CLEAR VIEW RIDGE
OPEN SPACE PLAN

COMPLETION: [REDACTED]

DATE	05/13/2008
DRAWN BY	[REDACTED]
CHECKED BY	[REDACTED]
APPROVED BY	[REDACTED]

01

PRELIMINARY
NOT FOR CONSTRUCTION

SITS

SCALE: 1/8" = 1'-0" (SEE PLAN FOR DIMENSIONS AND NOTES)

Exhibit E
Legal Description

Schedule A

Total Fee for Title Search, Examination
And Title Insurance \$1,855.00

Policy amount: \$670,000.00

Policy no.: 141-2338744 -WDB

Policy date: November 21, 2005 at 1:47 pm

1. Name of insured:

Ernesto Flores, an unmarried man and Barbara Renteria, an unmarried woman, as joint tenants

2. Your interest in the land covered by this policy is:

Fee

3. The land referred to in this policy is described as follows:

PARCEL A AS SET FORTH ON THE PARCEL MAP FOR ALBA J AND EVA A REESE FILED
FOR RECORD IN THE OFFICE OF THE CARSON CITY RECORDER ON SEPTEMBER 15, 1992
IN BOOK 7 OF MAPS, PAGE 1954, DOCUMENT NO. 134300.

* * * * *

Schedule A

Total Fee for Title Search, Examination
And Title Insurance \$940.00

Policy amount: \$230,000.00

Policy no.: 141-2238745 -WDB

Policy date: November 21, 2005 at 1:49 pm

1. Name of insured:

Ernesto R. Flores, an unmarried man and Barbara Renteria, an unmarried woman, as joint tenants

2. Your interest in the land covered by this policy is:

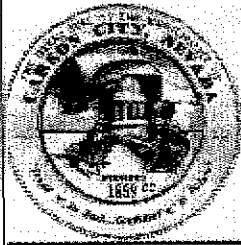
Fee Simple

3. The land referred to in this policy is described as follows:

PARCELS B, C, AND D AS SET FORTH ON THE PARCEL MAP FOR ALBA J AND EVA A
REESE FILED FOR RECORD IN THE OFFICE OF THE CARSON CITY RECORDER ON
SEPTEMBER 15, 1992 IN BOOK 7 OF MAPS. PAGE 1954. DOCUMENT NO. 134300.

* * * * *

Exhibit F
Tax Certificates



Carson City, Nevada Online

Note: Do not use browser Forward Back Buttons for Navigation
Browser Back Button to Exit

Secured Property Tax Records

Note: will automatically disconnect if no activity for five minutes

Parcel # 009-263-02
 Property Loc 449 W ROVENTINI WY 2007 Roll # 005721
 Billed to FLORES, ERNESTO & RENTERIA, B Year 2007 Roll # 005721
 1473 RIFLE RANGE RD District 1.7
 EL CERRITO, CA 94530-0000 Tax Service
 Land Use Code 200

Secured Property Taxes Billed, Paid, and Owning

Prior Year					
	Tax Billed	Penalty & Interest	Total	Amount Paid	Cumulative Total
No Prior Year Taxes					
Current Year					
08/21	212.44		212.44	.00	
10/02	209.00		209.00	.00	
01/02	209.00		209.00	.00	
03/05	209.00		209.00	.00	
Totals	839.44	.00	839.44	.00	

[New Account Search](#)

[Next Account](#)

[Search](#)

Your web browser must have JavaScript enabled to view this page correctly



Carson City, Nevada Online

Note: Do not use browser For Back Buttons for Navigation. Browser Back Button to Exit

Secured Property Tax Records

Note: will automatically disconnect if no activity for five minutes

Parcel # 009-263-03
 Property Loc W OVERLAND ST / VOLTAIRE ST 2007 Roll #: 005722
 Billed to FLORES, ERNESTO R & RENTERIA, B Year 2007 Roll # 005722
 1473 RIFLE RANGE RD District 1.7
 EL CERRITO, CA 94530-0000 Tax Service
 Land Use Code 180

Secured Property Taxes Billed, Paid, and Owng

Prior Year	Tax Billed	Penalty & Interest	Total	Amount Paid	Cumulative Total
No Prior Year Taxes					
Current Year					
06/21	92.33		92.33	.00	
10/02	90.00		90.00	.00	
01/02	90.00		90.00	.00	
03/05	90.00		90.00	.00	
Totals	362.33	.00	362.33	.00	

[New Account Search](#)

[Next Account](#)

[Account](#)

Your web browser must have JavaScript enabled to view this page correctly



Carson City, Nevada Online

Note: Do not use browser Forward Buttons for Navigation
Browser Back Button to Exit

Secured Property Tax Records

Note: will automatically disconnect if no activity for five minutes

Parcel # 009-263-04
 Property Loc W ROVENTINI WY 2007 Roll #: 005723
 Billed to FLORES, ERNESTO R & RENTERIA, E Year 2007 Roll # 005723
 1473 RIFLE RANGE RD District 1.7
 EL CERRITO, CA 94530-0000 Tax Service
 Land Use Code 180

Secured Property Taxes Billed, Paid, and Owning

Prior Year				
Tax Billed	Penalty & Interest	Total	Amount Paid	Cumulative Total
No Prior Year Taxes				

Current Year				
Tax Billed	Penalty & Interest	Total	Amount Paid	Cumulative Total
08/21		92.44	.00	92.44
10/02		91.00	.00	183.44
01/02		91.00	.00	274.44
03/05		91.00	.00	365.44
Totals	.00	365.44	.00	365.44

New Account Search

New Account

Account

Your web browser must have JavaScript enabled to view this page correctly



Carson City, Nevada Online

Note: Do not use browser Back Buttons for Navigation
Browser Back Button to Exit

Secured Property Tax Records

Note: will automatically disconnect if no activity for five minutes

Parcel # 009-263-05
 Property Loc W ROENTINI WY 2007 Roll #: 005724
 Billed to FLORES, ERNESTO R & RENTERIA, E Year 2007 Roll # 005724
 1473 RIFLE RANGE RD District 1.7
 EL CERRITO, CA 94530-0000 Tax Service
 Land Use Code 180

Secured Property Taxes Billed, Paid, and Owning

Prior Year					
	Tax Billed	Penalty & Interest	Total	Amount Paid	Cumulative Total
No Prior Year Taxes					
Current Year					
08/21	80.68		80.68	.00	
10/02	79.00		79.00	.00	
01/02	79.00		79.00	.00	
03/05	79.00		79.00	.00	
Totals	317.68	.00	317.68	.00	

New Account Search

Next Account

Account

Your web browser must have JavaScript enabled to view this page correctly

Exhibit G
Title Reports

Form No. 1341.87
(6-87)
ALTA Plain Language Policy

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

RESIDENTIAL TITLE INSURANCE One-To-Four Family Residences OWNER'S COVERAGE STATEMENT

This policy insures your title to the land described in Schedule A--if that land is a one-to-four family residential lot or condominium unit.

Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

Your insurance is limited by the following:

- Exclusions on page 2
- Conditions as attached
- Exceptions in Schedule B

We insure you against actual loss resulting from:

- any title risks covered by this Policy--up to the Policy Amount; and
- any costs, attorneys' fees and expenses we have to pay under this Policy

COVERED TITLE RISKS

This Policy covers the following title risks, if they affect your title on the Policy Date:

- Someone else owns an interest in your title.
- A document is not properly signed, sealed, acknowledged, or delivered.
- Forgery, fraud, duress, incompetency, incapacity or impersonation.
- Defective recording of any document.
- You do not have any legal right of access to and from the land.
- There are restrictive covenants limiting your use of the land.
- There is a lien on your title because of:
 - a mortgage or deed of trust;
 - a judgment, tax, or special assessment;
 - a charge by a homeowner's or condominium association.
- There are liens on your title, arising now or later, for labor and material furnished before the Policy Date--unless you agreed to pay for the labor and material.
- Others have rights arising out of leases, contracts, or options.
- Someone else has an easement on your land.
- Your title is unmarketable, which allows another person to refuse to perform a contract to purchase, to lease or to make a mortgage loan.
- You are forced to remove your existing structure--other than a boundary wall or fence--because:
 - it extends on to adjoining land or on to any easement
 - it violates a restriction shown in Schedule B
 - it violates an existing zoning law
- You cannot use the land because use as a single-family residence violates a restriction shown in Schedule B or an existing zoning law.
- Other defects, liens, or encumbrances.

COMPANY'S DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in any court case as to that part of the case that is based on a Covered Title Risk insured against by this Policy. We will pay the costs, attorneys' fees, and expenses we incur in that defense.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions.

This Policy is not complete without Schedules A and B.

First American Title Insurance Company

BY *Gary L. Keruett* PRESIDENT

ATTEST *Mark R. Anderson* SECRETARY



Form No. 1341.87
(6-87)
ALTA Plain Language Policy

EXCLUSIONS

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

1. Governmental policy power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

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

4. Failure to pay value for your title.

5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A;
or
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

CONDITIONS

1. DEFINITIONS

- a. **Easement**--the right of someone else to use your land for a special purpose.
- b. **Land**--the land or condominium unit described in Schedule A and any improvements on the land which are real property.
- c. **Mortgage**--a mortgage, deed of trust, trust deed or other security instrument.
- d. **Public Records**--title records that give constructive notice of matters affecting your title--according to the state statutes where your land is located.
- e. **Title**--the ownership of your interest in the land, as shown in Schedule A.

2. CONTINUATION OF COVERAGE

This Policy protects you as long as you:

- own your title
or
- own a mortgage from anyone who buys your land
or
- are liable for any title warranties you make

This Policy protects anyone who receives your title because of your death.

3. HOW TO MAKE A CLAIM

- a. **You Must Give the Company Notice of Your Claim**
If anyone claims a right against your insured title, you must notify us promptly in writing.
Send the notice to First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707. Please include the Policy number shown in Schedule A, and the county and state where the land is located.

Our obligation to you could be reduced if:

- you fail to give prompt notice; and
- your failure affects our ability to dispose of or to defend you against the claim

- b. **Proof Of Your Loss Must Be Given To The Company**

You must give us a written statement to prove your claim of loss. This statement must be given to us not later than 90 days after you know the facts which will let you establish the amount of your loss.

The statement must have the following facts:

- the Covered Title Risks which resulted in your loss
- the dollar amount of your loss
- the method you used to compute the amount of your loss
- You may want to provide us with an appraisal of your loss by a professional appraiser as a part of your statement of loss.

We may require you to show us your records, checks, letters, contracts, and other papers which relate to your claim of loss.

We may make copies of these papers.

We may require you to answer questions under oath.

Our obligation to you could be reduced if you fail or refuse to:

- provide a statement of loss
or
- answer our questions under oath
or
- show us the papers we request
and
- your failure or refusal affects our ability to dispose of or to defend you against the claim.

4. OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM

After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:

- a. Pay the claim against your title.
- b. Negotiate a settlement.
- c. Prosecute or defend a court case related to the claim.
- d. Pay you the amount required by this Policy.
- e. Take other action which will protect you.
- f. Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time which we are obligated to pay.

5. HANDLING A CLAIM OR COURT CASE

You must cooperate with us in handling any claim or court case and give us all relevant information.

We are required to repay you only for those settlement costs, attorneys' fees and expenses that we approve in advance.

When we defend your title, we have a right to choose the attorney. We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided.

6. LIMITATION OF THE COMPANY'S LIABILITY

- a. We will pay up to your actual loss or the Policy Amount in force when the claim is made--whichever is less.
- b. If we remove the claim against your title within a reasonable time after receiving notice of it, we will have no further liability for it.
If you cannot use any of your land because of a claim against your title, and you rent reasonable substitute land or facilities, we will repay you for your actual rent until:
 - the cause of the claim is removed
or
 - we settle your claim
- c. The Policy Amount will be reduced by all payments made under this policy--except for costs, attorneys' fees and expenses.
- d. The Policy Amount will be reduced by any amount we pay to our insured holder of any mortgage shown in this Policy or a later mortgage given by you.
- e. If you do anything to affect any right of recovery you may have, we can subtract from our liability the amount by which you reduced the value of that right.

7. TRANSFER OF YOUR RIGHTS

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.

With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

8. ARBITRATION

If it is permitted in your state, you or the Company may demand arbitration.

The arbitration shall be binding on both you and the Company.

The arbitration shall decide any matter in dispute between you and the Company.

The arbitration award may:

- include attorneys' fees if allowed by state law
- be entered as a judgment in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The law used in the arbitration is the law of the place where the property is located.

You can get a copy of the Rules from the Company.

9. OUR LIABILITY IS LIMITED TO THIS POLICY

This Policy, plus any endorsements, is the entire contract between you and the Company. Any claim you make against us must be made under this Policy and is subject to its terms.

Schedule A

Total Fee for Title Search, Examination
And Title Insurance \$1,855.00

Policy amount: \$670,000.00

Policy no.: 141-2238744 -WDB

Policy date: November 21, 2005 at 1:47 pm

1. Name of insured:

Ernesto Flores, an unmarried man and Barbara Renteria, an unmarried woman, as joint tenants

2. Your interest in the land covered by this policy is:

Fee

3. The land referred to in this policy is described as follows:

PARCEL A AS SET FORTH ON THE PARCEL MAP FOR ALBA J AND EVA A REESE FILED
FOR RECORD IN THE OFFICE OF THE CARSON CITY RECORDER ON SEPTEMBER 15, 1992
IN BOOK 7 OF MAPS, PAGE 1954, DOCUMENT NO. 134300.

* * * * *

Schedule B

Exceptions

In addition to the exclusions, you are not insured against loss, costs, attorney's fees, and expenses resulting from:

1. Water rights, claims or title to water, whether or not shown by the public records.
2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
3. Those taxes for the fiscal year July 1, 2005 through June 30, 2006, including any secured personal property taxes collected by the County Treasurer.

APN 009-263-02

1st installment	\$	196.52	PAID
2nd installment	\$	196.49	PAID
3rd installment	\$	196.49	PAID
4th installment	\$	196.49	
Total	\$	785.99	

NOTE:

Said taxes become a lien on July 1, 2005, each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2005.
- 2nd installment is due on the 1st Monday of October, 2005.
- 3rd installment is due on the 1st Monday of January, 2006.
- 4th installment is due on the 1st Monday of March, 2006.

Each installment will become delinquent ten (10) days after due.

4. Any lien which may be levied by the Carson City Utilities by reason of said land lying within its boundaries.
5. Reservations and provisions as contained in Patent from the United States of America, recorded January 22, 1959, in Book 78 of Deeds, Page 501, as Instrument No. 23127.
6. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Parcel Map #1954 referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.
7. Rights of parties in possession of the land by reason of unrecorded leases, if any, that would be disclosed from an inquiry of the parties, or by an inspection of the land.
8. Existing rights in use in favor of the public or third parties for highways, roads, railroads, pipelines, telephone, telegraph and electrical transmission lines, canals, laterals and drains.
9. 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.

- The terms, conditions and provisions of that certain Trust Agreement referred to in the vesting herein and any failure to comply therewith.

NOTE: We will require a photocopy of said Trust Agreement, any amendments or additions thereto or a Certification of Trust pursuant to NRS 164.400-164.440 for our files prior to the issuance of any policy of title insurance.

10. A Deed of Trust to secure an indebtedness of \$232,000.00, recorded 11/21/2005 as Instrument No. 346233 of Official Records:

Dated: 11/08/2005
Trustor: Ernesto Flores, an unmarried man and Barbara Renteria, an unmarried woman
Trustee: First American Title Company of Nevada
Beneficiary: "MERS" (Solely as nominee for Lender), the Lender being MortgageIt, Inc.

* * * * *

Form No. 1341.87
(6-87)
ALTA Plain Language Policy

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

RESIDENTIAL TITLE INSURANCE One-To-Four Family Residences OWNER'S COVERAGE STATEMENT

This policy insures your title to the land described in Schedule A--if that land is a one-to-four family residential lot or condominium unit.

Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

Your insurance is limited by the following:

- Exclusions on page 2
- Conditions as attached
- Exceptions in Schedule B

We insure you against: actual loss resulting from:

- any title risks covered by this Policy--up to the Policy Amount; and
- any costs, attorneys' fees and expenses we have to pay under this Policy

COVERED TITLE RISKS

This Policy covers the following title risks, if they affect your title on the Policy Date:

- Someone else owns an interest in your title.
- A document is not properly signed, sealed, acknowledged, or delivered.
- Forgery, fraud, duress, incompetency, incapacity or impersonation.
- Defective recording of any document.
- You do not have any legal right of access to and from the land.
- There are restrictive covenants limiting your use of the land.
- There is a lien on your title because of:
 - a mortgage or deed of trust
 - a judgment, tax, or special assessment
 - a charge by a homeowner's or condominium association
- There are liens on your title, arising now or later, for labor and material furnished before the Policy Date--unless you agreed to pay for the labor and material.
- Others have rights arising out of leases, contracts, or options.
- Someone else has an easement on your land.
- Your title is unmarketable, which allows another person to refuse to perform a contract to purchase, to lease or to make a mortgage loan.
- You are forced to remove your existing structure--other than a boundary wall or fence--because:
 - it extends on to adjoining land or on to any easement
 - it violates a restriction shown in Schedule B
 - it violates an existing zoning law
- You cannot use the land because use as a single-family residence violates a restriction shown in Schedule B or an existing zoning law.
- Other defects, liens, or encumbrances.

COMPANY'S DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in any court case as to that part of the case that is based on a Covered Title Risk insured against by this Policy. We will pay the costs, attorneys' fees, and expenses we incur in that defense.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions.

This Policy is not complete without Schedules A and B.

First American Title Insurance Company

BY *Gary L. Keruett* PRESIDENT

ATTEST *Mark R. Anderson* SECRETARY



Form No. 1341.87
(6-87)
ALTA Plain Language Policy

EXCLUSIONS

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

1. Governmental policy power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

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

4. Failure to pay value for your title.

5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A;
or
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

CONDITIONS

1. DEFINITIONS

- a. **Easement**--the right of someone else to use your land for a special purpose.
- b. **Land**--the land or condominium unit described in Schedule A and any improvements on the land which are real property.
- c. **Mortgage**--a mortgage, deed of trust, trust deed or other security instrument.
- d. **Public Records**--title records that give constructive notice of matters affecting your title--according to the state statutes where your land is located.
- e. **Title**--the ownership of your interest in the land, as shown in Schedule A.

2. CONTINUATION OF COVERAGE

This Policy protects you as long as you:

- own your title
- or
- own a mortgage from anyone who buys your land
- or
- are liable for any title warranties you make

This Policy protects anyone who receives your title because of your death.

3. HOW TO MAKE A CLAIM

- a. **You Must Give the Company Notice of Your Claim**
If anyone claims a right against your insured title, you must notify us promptly in writing.
Send the notice to First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707. Please include the Policy number shown in Schedule A, and the county and state where the land is located.

Our obligation to you could be reduced if:

- you fail to give prompt notice; and
- your failure affects our ability to dispose of or to defend you against the claim.

- b. **Proof Of Your Loss Must Be Given To The Company**

You must give us a written statement to prove your claim of loss. This statement must be given to us not later than 90 days after you know the facts which will let you establish the amount of your loss.

The statement must have the following facts:

- the Covered Title Risks which resulted in your loss
- the dollar amount of your loss
- the method you used to compute the amount of your loss
- You may want to provide us with an appraisal of your loss by a professional appraiser as a part of your statement of loss.

We may require you to show us your records, checks, letters, contracts, and other papers which relate to your claim of loss. We may make copies of these papers.

We may require you to answer questions under oath.

Our obligation to you could be reduced if you fail or refuse to:

- provide a statement of loss
- or
- answer our questions under oath
- or
- show us the papers we request
- and
- your failure or refusal affects our ability to dispose of or to defend you against the claim.

4. OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM

After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:

- a. Pay the claim against your title.
- b. Negotiate a settlement.
- c. Prosecute or defend a court case related to the claim.
- d. Pay you the amount required by this Policy.
- e. Take other action which will protect you.
- f. Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time which we are obligated to pay.

5. HANDLING A CLAIM OR COURT CASE

You must cooperate with us in handling any claim or court case and give us all relevant information.

We are required to repay you only for those settlement costs, attorneys' fees and expenses that we approve in advance.

When we defend your title, we have a right to choose the attorney. We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided.

6. LIMITATION OF THE COMPANY'S LIABILITY

- a. We will pay up to your actual loss or the Policy Amount in force when the claim is made--whichever is less.
- b. If we remove the claim against your title within a reasonable time after receiving notice of it, we will have no further liability for it.
If you cannot use any of your land because of a claim against your title, and you rent reasonable substitute land or facilities, we will repay you for your actual rent until:
 - the cause of the claim is removed
 - or
 - we settle your claim
- c. The Policy Amount will be reduced by all payments made under this policy--except for costs, attorneys' fees and expenses.
- d. The Policy Amount will be reduced by any amount we pay to our insured holder of any mortgage shown in this Policy or a later mortgage given by you.
- e. If you do anything to affect any right of recovery you may have, we can subtract from our liability the amount by which you reduced the value of that right.

7. **TRANSFER OF YOUR RIGHTS**

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.

With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

8. **ARBITRATION**

If it is permitted in your state, you or the Company may demand arbitration.

The arbitration shall be binding on both you and the Company. The arbitration shall decide any matter in dispute between you and the Company.

The arbitration award may:

- include attorneys' fees if allowed by state law
- be entered as a judgment in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The law used in the arbitration is the law of the place where the property is located.

You can get a copy of the Rules from the Company.

9. **OUR LIABILITY IS LIMITED TO THIS POLICY**

This Policy, plus any endorsements, is the entire contract between you and the Company. Any claim you make against us must be made under this Policy and is subject to its terms.

Schedule A

Total Fee for Title Search, Examination
And Title Insurance \$940.00

Policy amount: \$230,000.00

Policy no.: 141-2238745 -WDB

Policy date: November 21, 2005 at 1:49 pm

1. Name of insured:

Ernesto R. Flores, an unmarried man and Barbara Renteria, an unmarried woman, as joint tenants

2. Your interest in the land covered by this policy is:

Fee Simple

3. The land referred to in this policy is described as follows:

PARCELS B, C, AND D AS SET FORTH ON THE PARCEL MAP FOR ALBA J AND EVA A
REESE FILED FOR RECORD IN THE OFFICE OF THE CARSON CITY RECORDER ON
SEPTEMBER 15, 1992 IN BOOK 7 OF MAPS, PAGE 1954, DOCUMENT NO. 134300.

* * * * *

Schedule B

Exceptions

In addition to the exclusions, you are not insured against loss, costs, attorney's fees, and expenses resulting from:

1. Water rights, claims or title to water, whether or not shown by the public records.
2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the Carson City County Assessor, per Nevada Revised Statute 361.260.
5. Those taxes for the fiscal year July 1, 2005 through June 30, 2006, including any secured personal property taxes collected by the County Treasurer.

APN 009-263-03

1st installment	\$	84.83	PAID
2nd installment	\$	84.81	PAID
3rd installment	\$	84.81	PAID
4th installment	\$	84.81	

Total	\$	339.26	
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NOTE:

Said taxes become a lien on July 1, 2005, each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2005.
- 2nd installment is due on the 1st Monday of October, 2005.
- 3rd installment is due on the 1st Monday of January, 2006.
- 4th installment is due on the 1st Monday of March, 2006.

Each installment will become delinquent ten (10) days after due.

6. Those taxes for the fiscal year July 1, 2005 through June 30, 2006 , including any secured personal property taxes collected by the County Treasurer.

APN 009-263-04

1st installment	\$	85.55	PAID
2nd installment	\$	85.54	PAID
3rd installment	\$	85.54	PAID
4th installment	\$	85.54	

Total \$ 342.17

NOTE:

Said taxes become a lien on July 1, 2005. each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2005.
- 2nd installment is due on the 1st Monday of October, 2005.
- 3rd installment is due on the 1st Monday of January, 2006.
- 4th installment is due on the 1st Monday of March, 2006.

Each installment will become delinquent ten (10) days after due.

7. Those taxes for the fiscal year July 1, 2005 through June 30, 2006 , including any secured personal property taxes collected by the County Treasurer.

APN 009-263-05

1st installment	\$	74.37	PAID
2nd installment	\$	74.36	PAID
3rd installment	\$	74.36	PAID
4th installment	\$	74.36	

Total \$ 297.45

NOTE:

Said taxes become a lien on July 1, 2005. each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2005.
- 2nd installment is due on the 1st Monday of October, 2005.
- 3rd installment is due on the 1st Monday of January, 2006.
- 4th installment is due on the 1st Monday of March, 2006.

Each installment will become delinquent ten (10) days after due.

8. Reservations and provisions as contained in Patent from the United States of America, recorded January 22, 1959, in Book 78 of Deeds, Page 501, as instrument No. 23127.

9. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Parcel Map #1954 referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.

10. A document entitled "Ordinance", executed by and between Carson City and The Reese Family Trust, recorded October 19, 1992, in Book N/A as instrument No. 135688 of Official Records.

NOTE: Affects Parcel D

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iii