

Mayor  
**John J. Lee**

City Manager  
**Ryann Juden**

Council Members  
**Isaac E. Barron**  
**Pamela A. Goynes-Brown**  
**Scott Black**  
**Richard J. Cherchio**



**Department of Public Works – Dale Daffern, P.E.**  
2250 Las Vegas Boulevard, North · Suite 200 · North Las Vegas, Nevada 89030  
Telephone: (702) 633-1919 · Fax: (702) 649-4696 · TDD: (800) 326-6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

February 1, 2022

Old Republic Title Company  
Attn: Stacy Kim-Wei  
101 North Brand Boulevard, 14<sup>th</sup> Floor  
Glendale, CA 91203

**RE: RELEASE – NORTH MESA PLAZA**

Ms. Kim-Wei,

On January 31, 2022, the Director of Public Works approved the release of the Substitution of Trustee and Deed of Partial Reconveyance dated March 5, 2003. Furthermore, the First Deed of Trust dated July 22, 1996, and modified on March 20, 2003 is also hereby released by the City of North Las Vegas.

Please contact Dale Daffern at 702.633.1325 if you have questions.

Respectfully,

A handwritten signature in blue ink, which appears to be 'Dale Daffern', followed by the date '2-1-22' written in the same ink.

Dale Daffern, P.E.  
Director of Public Works

DD:srg

enc.

cc: City Manager's Office

APN #: 139-04-311-003

When Recorded Mail To:

City of North Las Vegas  
City Clerk  
P. O. Box 4086  
North Las Vegas, NV 89036-4086

@3819  
To Clerk  
4-14  
Rec 422-63  
20030422.62950

## NOTICE OF MODIFICATION

Notice is hereby given, this 20th day of March, 2003 as follows:

That certain Note, secured by the Deed of Trust which is recorded on July 22, 1996 in Book Number 960722 as Document 00824, Official Records, Clark County, Nevada has been amended and modified by Desert Mesa Land Partners, a Nevada Limited Partnership, as Payor and The City of North Las Vegas, as Payee.

### ITEMS MODIFIED UNDER SAID DOCUMENT:

1. Remaining Principal balance due under the terms and conditions set forth in the Note dated July 22, 1996 shall be Six Hundred Thousand and 00/100ths----(\$600,000.00)-----Dollars.

Executed this 14<sup>th</sup> day of April, 2003

PAYEE:

The City of North Las Vegas

By

  
**Michael L. Montandon**

Its: Mayor

Attest:

  
**Eileen M. Sevigny, CMC**  
City Clerk

STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF CLARK    )

On APR 14 2003, 2003, personally appeared before me, a Notary Public,  
MICHAEL L. MONTANDON and EILEEN M. SEVIGNY, personally known or proven  
to me to be the persons whose names are subscribed to the above instrument who  
acknowledged that they executed this instrument for the purposes therein contained.

Donna M. Gamble  
Notary Public

My commission expires: Aug 21, 2005



APN:

WHEN RECORDED MAIL TO:  
City of North Las Vegas  
P.O. Box 4086  
North Las Vegas, Nevada 89030

**SUBSTITUTION OF TRUSTEE AND  
DEED OF PARTIAL RECONVEYANCE**

CITY OF NORTH LAS VEGAS, the Owner and holder of the Note secured by the Deed of Trust dated 7-22-96 made by DESERT MESA LAND PARTNERS, A NEVADA LIMITED PARTNERSHIP as Trustor to Old Republic Title Company of Nevada, a Nevada corporation as Trustee, for the benefit of the undersigned, as Beneficiary, which Deed of Trust was recorded July 22, 1996 in the Office of the County Recorder of Clark County, Nevada in Book 960722 as Document No. 00824, hereby substitutes the undersigned as Trustee in lieu of the above named Trustee under the Deed of Trust, and requests the Deed of Trust be partially reconveyed.

The undersigned hereby accepts said appointment as Trustee under the Deed of Trust and, as successor Trustee, having been duly requested to quitclaim and reconvey that portion of the real property covered by said Deed of Trust hereinafter particularly described, in compliance with said request and the payment of its fees in the premises, receipt of which is hereby acknowledged, DOES HEREBY QUITCLAIM AND RECONVEY to the PERSON OR PERSONS LEGALLY ENTITLED THERETO, but without warranty, the real property described as:

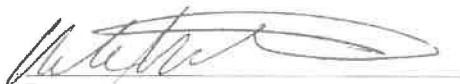
SEE EXHIBIT 'A' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF, FOR THE LEGAL DESCRIPTION.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed on this 5th day of March, 2003.

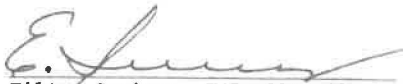
**BENEFICIARY AND SUBSTITUTE TRUSTEE:**

CITY OF NORTH LAS VEGAS

ATTEST:




By:  
DULY AUTHORIZED SIGNATORY

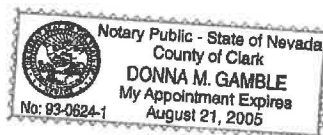
  
Eileen Sevigny, CMC, City Clerk

STATE OF NEVADA )  
                                  )ss.  
COUNTY OF CLARK )

On this 11th day of March, 2003, personally appeared before me, a Notary Public Eileen in and for said County and State, Michael L. Montandon and / known to me to be, or Sevigny proven on the basis of satisfactory evidence to be, the person(s) described herein, who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

  
Notary Public

My commission exp.: 8-21-05



# CITY OF NORTH LAS VEGAS

2200 Civic Center Drive, North Las Vegas, Nevada 89030

## AGREEMENT IN LIEU OF BOND FIRST DEED OF TRUST

THIS AGREEMENT, made and entered into this 3 day of JULY, 1996, by and between DESERT MESA PARTNERS, whose mailing address is 19 BROOKS AVE., NORTH LAS VEGAS, NV (hereinafter referred to as the "Developer"), the CITY OF NORTH LAS VEGAS, a political subdivision of the State of Nevada (hereinafter referred to as the "City"), and \_\_\_\_\_, whose mailing address is \_\_\_\_\_, (hereinafter referred to as the "Financial Institution");

### WITNESSETH

WHEREAS, the developer has agreed to do and perform certain work, consisting of the construction of improvements for NORTH MESA PLAZA, commonly called FULL OFF-SITE IMPROVEMENTS CONSISTING OF, including STREETS, SEWERS, CURBS, GUTTERS, SIDEWALKS & STREET LIGHTS (general description of improvements)

In accordance with that certain Improvement Agreement between the Developer and the City, dated the 3 day of JULY, 1996, a copy of which is attached hereto, marked Exhibit "A", and by reference made a part hereof; and

WHEREAS, in said Improvement Agreement, the Developer agreed to execute a first deed of trust in favor of the City, securing to the City the faithful performance of all of the terms and conditions thereof on the Developer's part to be performed; and

WHEREAS, the Developer may execute a first deed of trust on the subject property provided that the total estimated cost of the improvements as set forth in the Improvement Agreement does not exceed seventy-five percent (75%) of the estimated market value of an improved property or sixty-five percent (65%) of the estimated market value of an unimproved property which is subject to the deed of trust.

WHEREAS, the Developer desires to execute a first deed of trust in lieu of a surety and performance bond, and the City desires to accept such deed of trust in satisfaction of the Developer's obligation to provide such surety;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Developer hereby represents that it has executed a first deed of trust and has delivered said deed to :

Land Title of Nevada  
720 South 7th Street  
Las Vegas, Nevada  
Attention: Tax O'Dell

and has established an escrow with said title company to ensure the mutual covenants and provide as security for the faithful performance of all of the terms and conditions of the aforesaid Off-Site Improvement Agreement on the Developer's part to be performed. Said first deed of trust shall be recorded by said title company in accordance with the terms of this Agreement and for no other purpose than herein stated.

2. Requests for full or partial reconveyance of the deed of trust shall be signed jointly by the Director of Public Works of the City of North Las Vegas or his designated deputy, and by a designated

5. It is acknowledged by the Developer that the sum provided for in paragraph 1 above is based upon the estimate cost of the improvements called for in said Off-Site Improvement Agreement. It is understood and agreed that, in the event the actual cost of said improvements shall exceed such sum, the Developer is in no way relieved by this Agreement from the obligation of paying the amount of such excess.
6. It is understood and agreed that the first deed of trust, as herein provided, is a security interest and that the City's claim to said property shall be prior to that of any creditor, referee, receiver, or trustee in the event of insolvency or bankruptcy. This Agreement, with attachment, shall be placed on public record to perfect said security interest.
7. The Developer is responsible for the entire costs of providing appraisals, title searches, tax statements, escrow fees, recording fees, or any other information required by the City to establish the estimated market value, ownership, and legal encumbrances which may be assessed against the subject property.
8. Upon final acceptance by the City Council of the City of North Las Vegas, all of the off-site improvements called for in said Off-Site Improvement Agreement, this Agreement shall become null and void and of no further force or effect, and the City shall execute and record a full reconveyance to the property subject to said deed of trust.
9. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.
10. Developer agrees to indemnify and hold harmless the City from and against any and all lawsuits, claims, demands, payments, suits, actions, recoveries, and/or judgments of any and every nature and description brought or recovered by reason of any act or omission of the Developer in the performance of his work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or have caused to be executed by their duly authorized representative, this Agreement in triplicate the day and year first above written.

Approve:  
Robert Mesa Cantuero,  
BRS, Inc. pursuant  
by Don Jones, Jr.

DEVELOPER  
High Mesa, Inc.  
By: Don Jones, Jr. X

ATTEST:

Eileen Sevigny, City Clerk

CITY OF NORTH LAS VEGAS

Donald J. Brown  
Donald J. Brown, A.I.C.P.  
Development

ATTEST:

Secretary

FINANCIAL INSTITUTION

President

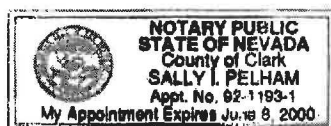
STATE OF NEVADA )

) ss

COUNTY OF CLARK )

On this 9 day of July, 19 96, personally appeared before me, the undersigned, a notary public in and for said County and State, JAN ROSS, known to me to be the person(s) described and who executed the foregoing instrument, and who each and severally acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of my office the day and year first above written.



Sally I. Pelham  
Notary Public in and for said County and State  
My Commission Expires on 6/8/2000

# SHORT FORM DEED OF TRUST AND ASSIGNMENT RENTS

THIS DEED OF TRUST, made this 22 day of July 1996 between

Desert Mesa Land Partners, a Nevada Limited Partnership, herein called GRANTOR or TRUSTOR,  
whose mailing address is 19 W. Brooks Avenue, Suite A, North Las Vegas, Nevada 89030  
(number and street) (city) (state) (zip code)

OLD REPUBLIC TITLE COMPANY OF NEVADA, a Nevada corporation, herein called TRUSTEE, and  
The City of North Las Vegas

herein called BENEFICIARY,  
WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum  
of One Million Four Hundred Thousand dollars and no/100\*\*\*\*\* DOLLARS

and has agreed to repay the same, with interest, to Beneficiary in lawful money of the United States according to the terms of a  
promissory note of even date herewith, executed and delivered thereto by Trustor;

NOW, THEREFORE for the purpose of securing each agreement of the Trustor herein contained including payment of the said  
promissory note and of any money with interest thereon that may be advanced by or otherwise become due to Trustee or Beneficiary  
under the provisions hereof and for the purpose of securing payment of such additional sums as may be hereafter advanced for the  
account of Trustor by Beneficiary with interest thereon, Trustor Irrevocably GRANTS AND TRANSFERS TO TRUSTEE, IN TRUST WITH  
POWER OF SALE, all that property in Clark County, Nevada described as:

See Attached Exhibit "A"

Note secured by this Deed of Trust payable at City of North Las Vegas or as directed TOGETHER WITH  
all appurtenances in which Trustor has any interest, including water rights benefiting said realty whether represented by shares of a  
company or otherwise; and

TRUSTOR ALSO ASSIGNS to Beneficiary all rents, issues, and profits of said realty, reserving the right to collect and use the same  
except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and  
enforce the same by any lawful means in the name of any party hereto.

TO HAVE AND TO HOLD SAID PROPERTY UPON AND SUBJECT TO THE TRUSTS AND AGREEMENTS HEREIN set forth to-wit:

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured  
hereby, that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 588593, of Official Records  
in the Office of the County Recorder of Clark County.

(WHICH PROVISIONS ARE PRINTED ON THE REVERSE HEREOF) hereby are adopted and incorporated herein and made a part  
hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property,  
obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of  
Trust.

The parties agree that with respect to provision 17, the amount of fire insurance required by covenant 2 shall be \$ n/a  
and with respect to attorney's fees provided for by covenant 7 the percentage shall be reasonable %.

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

Desert Mesa Land Partners, a Signature of Trustor  
Nevada Limited Partnership  
By: TSRB, Inc., its General Partner

R. Ian Ross, President

If executed by a Corporation the Corporation Form of  
Acknowledgement must be used

STATE OF NEVADA,

COUNTY OF Clark } ss.

On \_\_\_\_\_ before me, the  
undersigned, a Notary Public in and for said County and State,  
personally appeared \_\_\_\_\_

known to me to be the person described in and who executed  
the foregoing instrument, who acknowledged to me that he  
executed the same freely and voluntarily and for the uses and  
purposes therein mentioned.

WITNESS my hand and official seal.

(Seal)  
Signature Helen E. Thayer



When Recorded mail to: \_\_\_\_\_

Loan No. \_\_\_\_\_

SPACE BELOW THIS LINE FOR RECORDER'S USE

EXHIBIT "A"

The land referred to is situated in the State of Nevada, County of Clark, City of North Las Vegas, and is described as follows:

That portion of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) AND the North Half (N 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 4, Township 20 South, Range 61 East, M.D.M., City of North Las Vegas, Clark County, Nevada, more particularly described as follows:

COMMENCING from the West Quarter (W 1/4) of said Section 4, also being the centerline intersection of Craig Road and Clayton Avenue;  
THENCE South 00°24'39" East 304.18 feet along the centerline of said Clayton Avenue;  
THENCE North 89°57'44" East 59.84 feet to the POINT OF BEGINNING, also being on the Easterly line of said Clayton Avenue;  
THENCE North 89°57'44" East 170.35 feet;  
THENCE North 00°02'16" West 234.17 feet to the Southerly line of Craig Road;  
THENCE North 89°57'44" 45.55 feet East to a curve concave Southwesterly and having a 20.00 foot radius;  
THENCE Southeasterly along the arc of said curve through a central angle of 90°00'00" an arc distance of 31.42 feet;  
THENCE North 89°57'44" East 22.50 feet;  
THENCE North 00°02'16" West 10.00 feet;  
THENCE North 89°57'44" East 14.29 feet;  
THENCE leaving said Southerly line South 00°02'16" East 224.17 feet;  
THENCE North 89°57'44" East 317.96 feet;  
THENCE North 00°02'16" West 214.17 feet, to the Southerly line of Craig Road;  
THENCE North 89°57'44" East 19.90 feet;  
THENCE North 00°02'16" West 10.00 feet;  
THENCE North 89°57'44" East 20.00 feet;  
THENCE leaving said Southerly line South 00°02'16" East 239.06 feet;  
THENCE South 66°04'02" East 149.72 feet;  
THENCE North 89°57'44" East 204.19 feet;  
THENCE North 00°02'16" West 299.89 feet to the Southerly line of Craig Road;  
THENCE North 89°57'44" East 22.50 feet along a radial line to a curve concave Southeasterly and having a 20.00 foot radius;  
THENCE Northeasterly along the arc of said curve through a central angle of 90°00'00" an arc distance of 31.42 feet;  
THENCE North 89°57'44" East 04.83 feet;  
THENCE leaving said Southerly line South 00°02'16" East 206.15 feet;  
THENCE North 89°57'44" East 212.55 feet to the Westerly line of Scott Robinson;  
THENCE South 00°02'16" East 15.00 feet;  
THENCE North 89°57'44" East 00.34 feet;  
THENCE South 00°02'16" East 20.00 feet along a radial line, to a curve concave Southwesterly and having a 20.00 foot radius;  
THENCE Southeasterly along the arc of said curve through a central angle of 89°45'29" an arc distance of 31.33 feet;  
THENCE South 00°16'47" East 159.52 feet to a curve concave Northwesterly and having a 20.00 foot radius;  
THENCE Southwesterly along the arc of said curve through a central angle of



90°14'31" an arc distance of 31.50 feet;  
 THENCE South 00°02'16" East 25.00 feet;  
 THENCE North 89°57'44" East 00.38 feet;  
 THENCE South 00°02'16" East 25.00 feet along the radial line to a curve concave  
 Southwesterly and having a 20.00 foot radius;  
 THENCE Southeasterly along the arc of said curve through a central angle of  
 89°45'29" an arc distance of 31.33 feet;  
 THENCE South 00°16'47" East 63.61 feet to a curve concave Northwesterly and  
 having a 20.00 foot radius;  
 THENCE Southwesterly along the arc of said curve through a central angle of  
 90°14'31" an arc distance of 31.50 feet;  
 THENCE South 00°02'16" East 20.00 feet;  
 THENCE North 89°57'44" East 00.34 feet;  
 THENCE South 00°02'16" East 20.00 feet along a radial line to a curve concave  
 Southwesterly and having a 20.00 foot radius;  
 THENCE Southeasterly along the arc of said curve through a central angle of  
 89°45'29" an arc distance of 31.33 feet;  
 THENCE South 00°16'47" East 110.00 feet to a curve concave Northwesterly and  
 having a 20.00 foot radius;  
 THENCE Southwesterly along the arc of said curve through a central angle of  
 90°14'31" an arc distance of 31.50 feet;  
 THENCE South 00°02'16" East 25.00 feet;  
 THENCE North 89°57'44" East 00.38 feet;  
 THENCE South 00°02'16" East 25 feet along a radial line, to a curve concave  
 Southwesterly and having a 20.00 foot radius;  
 THENCE Southeasterly along the arc of said curve through a central angle of  
 89°45'29" an arc distance of 31.33 feet;  
 THENCE South 00°16'47" East 1057.78 feet to a curve concave Northwesterly and  
 having a 15.00 foot radius;  
 THENCE Southwesterly along the arc of said curve through a central angle of  
 89°47'22" an arc distance of 23.51 feet to the Northerly line of Coralie Avenue;  
 THENCE South 89°30'35" West 935.17 feet;  
 THENCE North 00°22'41" West 634.82 feet;  
 THENCE South 89°39'39" West 317.90 feet to the Easterly line of Clayton Avenue;  
 THENCE North 00°24'39" West 129.66 feet to a curve concave Southeasterly and  
 having a 20.00 foot radius;  
 THENCE Northeasterly along said curve through a central angle of 90°22'23" an  
 arc distance of 31.55 feet;  
 THENCE North 00°02'16" West 25.00 feet;  
 THENCE South 89°57'44" West 00.59 feet;  
 THENCE North 00°02'16" West 25.00 feet along a radial line to a curve concave  
 Northeasterly and having a 20.00 foot radius;  
 THENCE Northwesterly along said curve through a central angle of 89°37'37" an  
 arc distance of 31.29 feet;  
 THENCE North 00°24'39" West 344.53 feet to a curve concave Southeasterly and  
 having a 20.00 foot radius;  
 THENCE Northeasterly along said curve through a central angle of 90°22'23" an  
 arc distance of 31.55 feet;  
 THENCE North 00°02'16" West 25 feet;  
 THENCE South 89°57'44" East 00.59 feet;  
 THENCE North 00°02'16" West 25.00 feet along a radial line to a curve concave  
 Northeasterly and having a 20.00 foot radius;  
 THENCE Northwesterly along said curve through a central angle of 89°37'37" an  
 arc distance of 31.29 feet;

THENCE North 00°24'39" West 182.76 feet to a curve concave Easterly and having a radius of 20.00 feet;  
THENCE Northerly along said curve through a central angle of 10°12'26" an arc distance of 03.56 feet;  
THENCE North 09°47'47" East 51.97 feet to a curve concave Westerly and having a 30.00 foot radius;  
THENCE Northerly along said curve through a central angle of 10°12'26" an arc distance of 05.34 feet;  
THENCE North 00°24'39" West 100.00 feet to a curve concave Southeasterly and having a 20.00 foot radius;  
THENCE Northeasterly along said curve through a central angle of 90°22'23" an arc distance of 31.55 feet;  
THENCE North 00°02'16" West 22.50 feet;  
THENCE South 89°57'44" West 10.55 feet;  
THENCE North 00°02'16" West 17.50 feet to the POINT OF BEGINNING.

CLARK COUNTY, NEVADA  
JUDITH A. VANDEVER, RECORDER  
RECORDED AT REQUEST OF:  
SOUTHWEST ENGINEERING  
07-22-96 11:07 PAR  
BOOK: 960722 INST: 00824  
FEE: 10.00 RPTT: 00  
TRUST DEED  
CONFORMED COPY HAS NOT BEEN COMPARED TO THE ORIGINAL



February 3, 2003  
J. Forsman / G. Neel  
HS Job # 410.033.01

## **EXPLANATION**

THIS LEGAL DESCRIBES A PORTION OF LOT 13 (AKA 2B) AS SHOWN IN THE "AMENDED PLAT OF NORTH MESA PLAZA, A COMMERCIAL SUBDIVISION", RECORDED IN BOOK 85 OF PLATS, AT PAGE 40, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA, GENERALLY LOCATED AT THE SOUTHEAST QUADRANT OF CRAIG ROAD AND CLAYTON STREET. THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

## **LEGAL DESCRIPTION**

A PORTION OF LOT 13 AS SHOWN IN THAT CERTAIN FINAL MAP THE "AMENDED PLAT OF NORTH MESA PLAZA, A COMMERCIAL SUBDIVISION", RECORDED IN BOOK 85, PAGE 40 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF NORTH LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 4, BEING AT THE CENTERLINE INTERSECTION OF CRAIG ROAD AND CLAYTON STREET; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 4 AND THE CENTERLINE OF SAID CLAYTON STREET, SOUTH 00°24'39" EAST, 1032.00 FEET; THENCE DEPARTING THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 4 AND THE CENTERLINE OF SAID CLAYTON STREET, NORTH 89°57'44" EAST, 40.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID CLAYTON STREET AND BEING THE POINT OF BEGINNING; THENCE NORTH 00°24'39" WEST, 29.43 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHERLY AND TO THE RIGHT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°29'16" AN ARC LENGTH OF 8.20 FEET TO A POINT OF CUSP BEING THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET FROM WHICH THE RADIUS POINT BEARS NORTH 66°06'25" EAST; THENCE SOUTHEASTERLY AND TO THE LEFT ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°08'41" AN ARC LENGTH OF 23.09 FEET TO A POINT OF NON-TANGENCY TO WHICH A RADIAL LINE BEARS SOUTH 00°02'16" WEST; THENCE SOUTH 00°02'16" EAST, 5.50 FEET; THENCE NORTH 89°57'44" EAST, 200.63 FEET; THENCE NORTH 00°02'16" WEST, 34.56 FEET; THENCE NORTH 89°57'44" EAST, 172.92 FEET; THENCE SOUTH 00°02'16" EAST, 256.79 FEET; THENCE NORTH 89°57'44" EAST, 857.56 FEET TO THE WEST RIGHT-OF-WAY LINE OF SCOTT ROBINSON BOULEVARD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°02'16" EAST, 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 20.00 FEET, FROM WHICH POINT THE RADIUS POINT BEARS SOUTH 00°02'16" EAST; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE AND CURVE THROUGH A CENTRAL ANGLE OF 75°30'36", AN ARC LENGTH OF 26.36 FEET, TO A POINT OF NON-TANGENCY, TO WHICH A RADIAL LINE BEARS NORTH 75°28'20" EAST; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, SOUTH 89°57'44" WEST, 926.79 FEET; THENCE NORTH 00°02'16" WEST, 196.06 FEET; THENCE SOUTH 89°57'44" WEST, 323.09 FEET;

C:\\_HorizonProjects\410.033\Legals\Lot-2b.DOC

9901 Covington Cross Drive • Suite 190 • Las Vegas, Nevada 89144  
Phone (702) 228-5066 • Fax (702) 228-0677 • Website: [www.horizonsurveys.com](http://www.horizonsurveys.com)



THENCE NORTH 00°02'16" WEST, 0.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 20.00 FEET FROM WHICH THE RADIUS POINT BEARS SOUTH 00°02'16" EAST; THENCE SOUTHWESTERLY AND TO THE RIGHT ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°22'23" AN ARC LENGTH OF 31.55 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID CLAYTON STREET; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 00°24'39" WEST, 45.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 51,534 SQUARE FEET, MORE OR LESS.

#### **BASIS OF BEARINGS**

SOUTH 00°24'39" EAST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., AS SHOWN IN BOOK 85 OF PLATS, AT PAGE 40, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

#### **END OF LEGAL DESCRIPTION.**

D. Gregory Neel, PLS  
Professional Land Surveyor  
Nevada Certificate No. 9435



3/3/03  
EXP. 12/31/03

C:\\_HorizonProjects\410.033\Legals\Lot-2b.DOC

9901 Covington Cross Drive • Suite 190 • Las Vegas, Nevada 89144  
Phone (702) 228-5066 • Fax (702) 228-0677 • Website: [www.horizonsurveys.com](http://www.horizonsurveys.com)

# CRAIG ROAD

## DEED - 2B AREA

### WAL-MART @ CRAIG & CLAYTON

1/4  
5 | 4

POINT OF COMMENCEMENT

NOTE:

SEE SHEET 2 FOR LINE TABLE

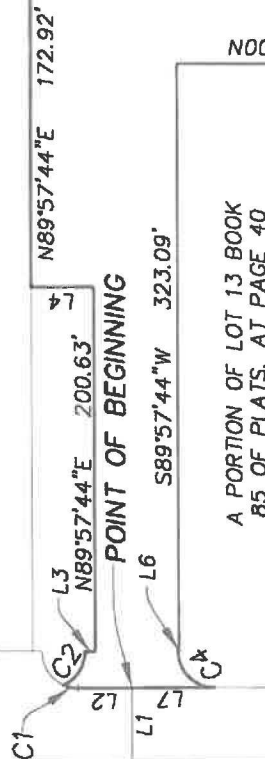
PARCEL 3A

FILE 92 OF SURVEYS, AT PAGE 62

A PORTION OF PARCEL 3

BOOK 85 OF PLATS, AT PAGE 40

CLAYTON STREET  
(BASIS OF BEARINGS)  
S00°24'39"E 1032.00'



A PORTION OF LOT 13 BOOK  
85 OF PLATS, AT PAGE 40

S00°02'16"E 256.79'

N00°02'16"W 196.06'

N89°57'44"E 172.92'

N89°57'44"E 200.63'

POINT OF BEGINNING

S89°57'44"W 323.09'

N89°57'44"E 907.43'

51,534 S.F.

S89°57'44"W 926.79'

MATCHLINE SEE  
SHEET 2 OF 2

## CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	20.00'	23°29'16"	8.20'	4.16'
C2	20.00'	66°08'41"	23.09'	13.02'
C3	20.00'	75°30'36"	26.36'	15.49'
C4	20.00'	90°22'23"	31.55'	20.13'

SECTION 4, TOWNSHIP 20 SOUTH, RANGE 61 EAST, NDM

## HORIZON SURVEYS

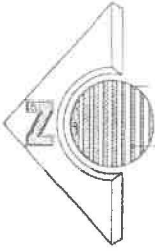
9901 COMINGTON CROSS DRIVE, SUITE 180  
LAS VEGAS, NEVADA 89144  
PHONE (702) 228-5086  
FAX (702) 228-0677  
WWW.HORIZONSURVEYS.COM

SCALE:	1" = 80'
JOB NO:	410.033
DWG:	410033-NORMLD3
DRAWN BY:	M. Smith
DATE:	02/04/03
SHEET	1 OF 2

EXHIBIT TO COMPANY  
LEGAL DESCRIPTION

KIMLEY-HORN

# DEED - 2B AREA WAL-MART @ CRAIG & CLAYTON



LINE TABLE

LINE	BEARING	LENGTH
L1	N89°57'44"E	40.00'
L2	N00°24'39"W	29.43'
L3	N00°02'16"W	5.50'
L4	S00°02'16"E	34.56'
L5	S00°02'16"E	5.00'
L6	N00°02'16"W	0.67'
L7	S00°24'39"E	45.63'
R1	S75°28'20"W	

MATCHLINE  
SEE SHEET 1  
OF 2

N89°57'44"E 857.56'

51,534 S.F.

S89°57'44"W

926.79'

L5  
C3  
R1

SCOTT ROBINSON BOULEVARD

SECTION 4, TOWNSHIP 20 SOUTH, RANGE 61 EAST, NDM.

**HORIZON SURVEYS**

9801 COVINGTON CROSS DRIVE, SUITE 180  
LAS VEGAS, NEVADA 89144  
PHONE (702) 228-5066  
FAX (702) 228-0677  
WWW.HORIZONSURVEYS.COM



EXHIBIT TO ACCOMPANY  
LEGAL DESCRIPTION

KIMLEY-HORN

SCALE:	1" = 80'
JOB NO:	410.033
DWG:	410033-NOSBUILD3
DRAWN BY:	M. Smith
DATE:	02/04/03
SHEET	2 OF 2