

# RERC

Real Estate Resolutions . . . So You Can Move On!



Dear Prospective Buyer:

Real Estate Resolution Corp. would like to introduce you 2801 Pinto Ln, Las Vegas NV 89107, a magnificent, luxurious 23,000 square  $\pm$  Mansion.

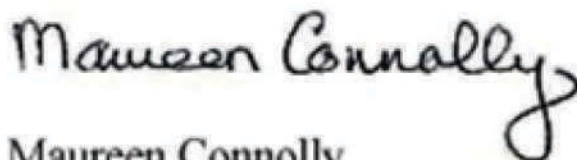
RERC is committed to providing you with comprehensive information on each property that we sell. Our staff is readily available to assist you with any questions you may have regarding the property or the auction process. We want to ensure your complete confidence on auction day.

RERC provides integrated real estate and transition solutions. This means we take on the entire challenge of auctioning your real estate.

Real estate auction experts help you get the best market value, quickly and efficiently. You move on with confidence that all the details of this important transition are taken care of smoothly and with unconditional care.

Please call us, or visit us online at [www.realestateresolutions.net](http://www.realestateresolutions.net) to learn more about this valuable service.

Thank you for your interest in this property. We look forward to your participation in the auction.



Maureen Connolly  
Director of Marketing



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# Disclaimer

Be advised that the information contained in this property information package is to the best knowledge of the provider or was compiled from public information. It is provided to you without warranties or representations of any kind. This property is offered as is and where is, with all faults. No warranties or representations are made in connection with the property whatsoever.

All measurements are approximate and should be verified by the Bidder. Bidders are advised to inspect the property carefully and draw their own conclusions prior to making a bid.



# Terms and Conditions

1. ID and Proof of Deposit are required to register to bid (with no exceptions)
2. The Sale of the Real Estate is subject to a 12% Buyer's Premium to be added to the High Bid.  
  
2A. The sale of the contents if any, is subject to a 15% Buyer's Premium plus sales tax.  
2B. The sale of vehicles is subject to a 15% buyers premium. \$5,000.00 deposit required to bid on vehicles.
3. The sale of this real estate will be subject to the owner's acceptance of the high bid.
4. All property, real estate and personal, is to be sold "AS IS", "WHERE IS", and "AS EXISTING"
5. An irrevocable deposit of \$150,000 by cashiers or certified check, payable to Real Estate Resolution Corp., will be required from the successful bidder immediately following the conclusion of the bidding on the Real Estate.
6. Successful bidder will execute the Agreement immediately after this conclusion of the bidding in exactly the same form as such Agreement in this Property Information Package, or as may be modified only by any announcements made at the Auction by the Auctioneer from the podium prior to commencement of bidding for the property, and with the blanks completed in accordance with the terms of the transaction.
7. Real Estate closing will be scheduled on or before Dec.27, 2017
8. No conditions may be added to the agreement of purchase and sale by the Buyer either at the auction or otherwise.
9. The Buyer's lawyer will be allowed until one week prior to closing to inspect title.
10. All information is deemed reliable but not guaranteed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



# Terms and Procedures

All bidders and others attending this auction agree that they have read and fully understood the terms and agree to be bound thereby. These terms are in addition to any other posted information.

1. Registration for the Real Estate Auction will be begin at 1:00pm on Saturday, Nov. 25, 2017, at 2801 Pinto Ln. Las Vegas NV 89107. Anyone interested in bidding must register and obtain a bid card. There is no charge for registering.
2. All announcements by the Auctioneer or Seller at the beginning of the auction, will take precedence over any previously printed material or any other statements made by anyone employed by, representing, or associated with Real Estate Resolution Corp.
3. Questions will be entertained only prior to the beginning of the auction. Please see a bid assistant for questions during the sale itself.
4. If any dispute arises between or among bidders, the decision of the Auctioneer shall be final and absolute.
5. Real Estate Resolution Corp. reserves the right to reject any and all bids and reserves the right to bid on behalf of an absentee bidder. The existence of absentee bidders, if any, will be disclosed at the beginning of the auction.
6. Buyer's Premium: a 12% buyer's premium will be added to the bid price and will become part of the total purchase price paid at closing. (i.e. if the final bid on the property is \$4,000,000, add 12% buyer's premium of \$480,000 for a total purchase price of \$4,480,000.
7. Agency: Buyer acknowledges that Real Estate Resolution Corp. represents the Seller and that the payment of this premium does not constitute a relationship of dual agency.
8. Broker Participation: a 2% commission on the "bid price" of the property will be paid by Real Estate Resolution Corp. to the successful buyer's broker/agent. The broker/agent must attend and register at/or prior to the auction with his/her clients or make prior written arrangements with Real Estate Resolution Corp. (Broker/agent must complete Broker Participation Form which is on our website: [www.realestateresolutioncorp.net](http://www.realestateresolutioncorp.net))
9. Closing Costs: the Buyer will incur standard closing costs as with any purchase of real estate in the State of Nevada.



Alberto Aguilera Valadez (Spanish pronunciation: January 7, 1950 – August 28, 2016),[1] better known by his stage name Juan Gabriel, was a Mexican singer and songwriter.[1][2] Colloquially nicknamed as Juanga[3] and El Divo de Juárez, Gabriel was known for his flamboyant style, which broke barriers within the Latin music market.[4][5] Widely considered one of the best and most prolific Mexican composers and singers of all time.[6] Considered an icon of pop music.[7]

Having sold over 200 million copies worldwide, Juan Gabriel was among Latin America's best selling singer-songwriters.[8] His nineteenth studio album, *Recuerdos, Vol. II*, which one source claims is the best-selling album of all time in Mexico, with over eight million copies sold.[9] During his career, Juan Gabriel wrote around 1,800 songs.[5] Among his most recognized penned songs are "Amor Eterno", "Querida", "Yo No Nací Para Amar", "Hasta Que Te Conocí", "El Noa Noa", "No Tengo Dinero", "Abrázame Muy Fuerte", "Te lo Pido por Favor", "En Esta Primavera", "Pero Qué Necesidad", "Te Sigo Amando", "Siempre en Mi Mente", "De Mí Enamórate", and "Lo Pasado, Pasado", among others; all of them, performed by him and many other artists.[10]

On August 28, 2016, Juan Gabriel died of a heart attack at his home in Santa Monica, California, while still on a tour in the United States. Gabriel was posthumously awarded two Latin Grammy Awards for his album *Los Dúo*, Vol. 2.



#### Early life[edit]

Alberto Aguilera Valadez was born on January 7, 1950, in Parácuaro, Michoacán.[11] The son of farmers Gabriel Aguilera Rodríguez and Victoria Valadez Rojas, he was the youngest of ten siblings.[11] During his childhood, his father was interned into a psychiatric hospital.[12] Due to this, his mother moved to Ciudad Juárez, Chihuahua, and he was put in the El Tribunal boarding school where he remained eight years. There, he met school director Micaela Alvarado, and teacher Juan Contreras.[11] Aguilera became very close with Contreras, then escaped El Tribunal and lived with him for a year when he was 13.[12] In the same year, Aguilera composed his first song.[13] At 14 Aguilera returned to live with his mother in the center of the town.[12] He became interested in a local Methodist Church and met the sisters Leonor and Beatriz Berúmen, who took him in.[11] There he sang in the choir and helped by cleaning the church.[12]

In 1965, Aguilera debuted on the Notivisa (now Gala TV Ciudad Juárez) television show *Noches Rancheras*. [11] [12] Host Raúl Loya gave him the pseudonym Adán Luna. In the program, he sang the song "María la Bandida" by José Alfredo Jiménez.[11][12] From 1966 to 1968, he started to work as a singer at the Noa-Noa bar.[11][12] During this period, he wrote the song "El Noa Noa".[11] He also worked as a singer in other bars in the town.[12] Later, he traveled to Mexico City looking for opportunities at record companies, but he was rejected.[11][12] He returned to Juárez, where he continued working as a singer.[12] The next year, he tried again to be signed by a record label. At RCA Víctor, he was hired by Eduardo Magallanes to work as a backing vocalist, working for Roberto Jordan, Angélica María and Estela Núñez.[12] In 1970, he resigned because he received insufficient payment and returned to work the bars in Juárez.[12]

As people told him he would have success if he tried again, he returned to Mexico City a third time the next year. Not having enough money, Aguilera slept in bus and train stations.[12] At a certain point, he was wrongly accused of robbery,[14] and was imprisoned in the Palacio de Lecumberri prison for a year and a half.[11] During this time, he wrote songs (including "Tres Claveles y Un Rosal" and "Me He Quedado Solo"), which helped him to meet Andrés Puentes Vargas,[11] Lecumberri's prison warden, who introduced him to Mexican singer and actress La Prieta Linda.[12] She helped him, and due to the lack of evidence he was released from prison.[12]



## High Style in Historic Vegas

Las Vegas is no stranger to flamboyant real estate. This glittering jewel of the desert tends to attract outsized personalities, and those who decide to make Vegas home often build residences to match their personas. Case in point: 2801 Pinto Lane.



### Keeping It on the Down-Low

At first blush, this oversized property looks pretty run-of-the-mill. Sure, it's huge, and it has a gracious yard shaded by mature trees and decorated with tasteful statuary, but beyond that, there's nothing to give it away as a glamorous neighborhood hotspot. Just wait until you take the tour.



We're going to cover a lot of ground, and there may be some dancing involved, so let's start our tour with a snack at the 1950s-themed diner. Actually, the home was built in 1960, so at the time, it was just a regular diner in the fashion of the day. Fast-forward to 2017, and it looks quaintly retro with its cheerful red booths, red striped walls, and sparkly vinyl chairs.

It looks like the home's original owner (Mexican pop star Juan Gabriel) hired the interior designers from Circus



Circus, but told them to “keep it tasteful.” There’s plenty of room here. You could install a lounge or game room and still have square footage to spare. And as an added bonus, the original restaurant-grade appliances may be old, but they’re still supremely capable.



### The Tunnel of Love

Why don’t more homes have underground tunnels? And when they do, why are they so drab? Here, you’ll find a prime example of residential tunneling done right. In true Sin City fashion, this lovely secret thoroughfare is ringed with flashing lights that herald your arrival at the basement discotheque. Yes, really.



There’s a stage, naturally, where your guests can nervously watch you karaoke “I Did it My Way” 10 times in a row from sumptuous red velvet lounge chairs and booths. To add to the ambiance, the walls are covered with paintings of elephants, zebras, and other exotic big game, and the entire ceiling has been equipped with little twinkly lights, because in Las Vegas, the only place to go stargazing is in some megalomaniac’s secret basement nightclub.





### The Central Courtyard

The four buildings that make up this 23,000 ± square foot residential compound all surround a central courtyard, and it's a great place to kick back and enjoy the warm summer evenings Vegas is known for. When you need to cool off, take a dip in the pool. On chilly nights, there's an inviting Jacuzzi guaranteed to melt your cares away. Don't feel like getting wet? Make yourself a cocktail and read a book by the fountain.


### An Architectural Time Capsule

Some parts of this home have been remodeled. Others still bear the hallmark of 1960s Vegas style. Whether that's a plus or a minus is in the eye of the beholder.

One thing's for sure: this is a unique property, and it has a ton of potential. It's full of interesting architectural elements that any designer would love to play with, from the unusual beamed ceilings to the generous incorporation of natural light.



Previous Listing Information

GLVAR	Single Family Residential	Ownership	SFR	10/24/2017 3:16 PM				
	ML#	1883836	Status	W	Area	401	L/Price	
	Offc	NVDR	PubID	225362	List Agent a	REALTOR? Y	VTour	Y
	Bldr		Model				LP/SqFt	\$285
	County	CLARK	Parcel#	139-32-306-020	City/Town	Las Vegas	State	NV
	Prop Desc	CUSTOM	CondoConv				Studio	
	Type	DETACHD	Unit Desc	1LEV1FL, 1LEV2FL, 2LEVEL			Subdiv#	4850
	Subdiv	VALLEY WEST	#7 PHASE 3B				Repo/REO	N
	Community	NONE	Short Sale	N	ForeclosureCommenced	N		
	Assc/Comm	None						
	Zoning	Single Family			YrBuilt	1960/RE	MH Yr Blt	
Elem K-2	WASD	Elem 3-5	WASD	YrRoundN	Junior HYDE	HighSch	CLAR	
2801 /PINTO /Lane		Unit	Building #	Zip	89107			

GENERAL INFORMATION				FB	3/4	HB	T			
Bldg Desc	1STORY, 2STORY, BASEMNT		#Bedrms	21	#Baths	8	7	4		
Garage	0		Conv		Carport	3				
AppxLivArea	12,262	ApxAddLivArea	ApprxTotalLivArea	12,262	#Acres +/-	1.140	#Den/Oth	3	#Loft	0
Roof	Composition Shingle		Lot SqFt	49,658	Parking Desc	No On Street Parking, Restrictions				
Private Spa	Yes/Inground		Lot Desc	1 to 5 Acres						
Private Pool	Y/Inground-Private		Pool Size +/-							
Dir	FROM ALTA & RANCHO * WEST ON ALTA * SOUTH ON SHETLAND * WEST ON PINTO * PROPERTY ON LEFT									
Remarks	SPLENDID ESTATE 23,000+ SQFT ON OVER 1 ACRE*MAIN HOUSE 12,262 SQFT, UPDATED OPEN KITCHEN, ISLAND 2 NOOKS*FORMAL DINING & LIVING ROOM*SUN ROOM W VIEWS OF POOL*WINE ROOM*MASTER RETREAT, WALL CLOSET, MASTER BATH, SEP SPA/MASSAGE ROOM*GAME ROOM, WET BAR, CARD NOOK*SEP GUEST ROOM, BATH ACCESS & VIEWS OF POOL*SPA*WADING POOL*GAZEBO*GREAT ROOM*GREEN ROOMS*50'S DINER W CONNECT UNDERGROUND TUNNEL TO NIGHTCLUB*DUPEX*BBQ AREA									

APPROXIMATE ROOM SIZES AND DESCRIPTIONS							
Master Bedroom	18x18	2MBR, BBDOWN, BIBOOK, DNSTRS, SEPRAT, WICLOS		Master Bedroom	43x20	2MBR, BBDOWN, CUSTMCLOST, DNSTRS, DRESRM, SEPRAT, SITROO, WICLOS	
Master Bath		DBLSNK, MAKEUP, SHOWER		2nd Bedroom	16x16	CUSTMCLOST, DNSTRS	
3rd Bedroom	16x16	UPSTRS, WICLOS, WBATH		4th Bedroom	16x16	UPSTRS, WICLOS, WBATH	
5th Bedroom	15x15	CUSTMCLOST, WICLOS		Dining Room	19x14	FORDIN	
Family Room	23x20	SEPFAM		Kitchen		BRKBAR, NOOK, CUSCAB, GRNCTP, ISLAND, STAINSTEELAPPLI, TILE, WALKPAN	
Living Room	35x20	ENTFOY, FORMAL, FRONT		Great Room	36x30	DNSTRS, WETBAR	
Media Room	40x16						
MBR Down? <b>Y</b>		Bed Down <b>Y</b>		Bath Down <b>Y</b>	Ba Dn Desc.		<b>Full Bath Downstairs</b>
Refrg <b>Y</b>	Dispos <b>Y</b>	Dishw <b>Y</b>	Washer Inc <b>Y</b>	Dryer Inc <b>Y</b>	DryerUtil	<b>E</b>	Location
OthApplnces <b>Microwave</b>				Oven Desc	<b>Built-In Oven(E), Cooktop(E), Double Built-In Oven(E)</b>		
Interior	<b>Blinds, Shutters, Skylight</b>			Constrctn	<b>Brick, Brick Front, Wood Siding</b>		
Fireplace	<b>4/Wood Burning</b>			Flooring	<b>Ceramic</b>		
Fence	<b>Fully Fenced/Block</b>			Equest	<b>None</b>		

UTILITIES INFORMATION			
House Face	<b>North</b>	Miscel	<b>None</b>
Exterior	<b>Back Yard Access, Built-In Barbecue, Private Yard</b>		
Landscap	<b>Drip Irrigation/Bubblers, Front Lawn, Front Sprinkler System, Mature Landscapi</b>		
Heat Sys	<b>2 or More Units, Central</b>	Heat Fuel	<b>Electric</b>
Cool Sys	<b>2 or More Central Units, Central</b>	Cool Fuel	<b>Electric</b>
Utility Info	<b>Cable Wired</b>	Grd Mounted Energy	<b>None</b>
		Water Sewer	<b>Public, Septic</b>

FINANCIAL INFORMATION			
AsscFee	<b>N</b>	AssocName	
AsscFee1		Earn Dep	
AsscFee2		Annual Taxes	<b>\$19,455</b>
Finance Consid	<b>Cash, Conventional</b>		
Presented by: Office Name	<b>Nevada Desert Realty Inc</b>		Agent Heather E. Neuwirth
		Assoc Ph	<b>Mast Plan Fee \$0</b>
		Assessmt	<b>N</b>
		SID/LIDTotal	<b>Assessment Amt</b>
			<b>SID/LID Annual</b>
			<b>Existing Rent</b>

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED. IT IS A VIOLATION TO PROVIDE DETAIL PRINTOUTS TO A CUSTOMER/CLIENT.





14408 CHANTILLY CROSSING  
LANE, #808  
CHANTILLY, VIRGINIA, 20151  
866-712-0920  
www.RealEstateResolutionCorp.net

## Seller Property Information Statement Residential

**ANSWERS MUST BE COMPLETE AND ACCURATE** This statement is designed in part to protect Sellers by establishing that correct information concerning the property is being provided to buyers. All of the information contained herein is provided by the Sellers to the Auction Firm. Any person who is in receipt of and utilizes this Statement acknowledges and agrees that **the information is being provided for information purposes only and is not a warranty as to the matters recited herein after even if attached to an Agreement of Purchase and Sale.** The Auction Firm, its employees & Auctioneers shall not be held responsible for the accuracy of any information contained herein.

**BUYERS MUST STILL MAKE THEIR OWN INQUIRIES** Buyers must still make their own inquiries notwithstanding the information contained on this statement. Each question and answer must be considered and where necessary, keeping in mind that the sellers' knowledge of the property may be inaccurate or incomplete, additional information can be requested from the Sellers or from an independent source such as the county. Buyers can hire an independent inspector to examine the property to determine whether defects exist and to provide an estimate of the cost of repairing problems that have been identified. **This statement does not provide information on psychological stigmas that may be associated with a property.**

For the purposes of this Seller Property Information Statement, a "Seller" includes a landlord or a prospective landlord and a "buyer" includes a tenant, or a prospective tenant.

PROPERTY: <u>2801 Pinto Lane Las Vegas, NV</u>	89107
SELLER(S): <u>Jane Popple</u>	SELLER(S) TO INITIAL EACH APPLICABLE BOX

GENERAL:		YES	NO	UNKNOWN	NOT APPLICABLE
1.	(a) I have owned the property for <u>3</u> years. <u>8 months</u>				
	(b) I have occupied the property from <u>March 2014</u> to <u>Bought</u>				
2.	Does any other party have an ownership, spousal, or other interest in the property?				
3.	Is the property subject to first right of refusal, option, lease, rental agreement or other listing? <u>IP</u>				
4.	If the Seller owns adjoining land, has a consent to sever been obtained within the last 2 years?				
5.	Are there any encroachments, registered easements, or rights-of-way?				
6.	(a) Is there a plan of survey? Date of survey _____				
	(b) Does the survey show the current location of all buildings, improvements, easements, encroachments and rights-of-way?				
7.	Are there any disputes concerning the boundaries of the property?				
8.	What is the zoning on the subject property? <u>Residential</u>				
9.	Does the subject property comply with the zoning? _____ If not, is it legal non-conforming?				
10.	Are there any pending real estate developments, projects or applications for rezoning in the neighborhood?				
11.	Are there any restrictive covenants that run with the land? <u>city limits</u>				
12.	Are there any drainage restrictions?				
13.	Are there any local levies or unusual taxes being charged at the present time or contemplated? If so, at what cost? _____ Expiry date _____				
14.	Have you received any notice, claim, work order or deficiency notice affecting the property from any person or any public body?				

INITIALS OF BUYER(S):  
Page 1 of 3



GENERAL: (continued)

	YES	NO	UNKNOWN	NOT APPLICABLE
15. Are there any public projects planned for the immediate area? Eg: road widenings, new highways, expropriations etc.		✓		
16. Is the property connected to public water and sewer? If not <u>2 bldgs have public</u>	✓			
(a) If well water, has the water been safety tested? <u>No well H2O</u>		✓		
17. (a) Are there any current or pending Historical designations for the property? <u>yes see</u>		✓		
(b) Is the property in an area designated as Historical?	✓			
18. Are there any conditional sales contracts, leases, or service contracts? eg: furnace, alarm system, hot water tank, propane tank, etc		✓		
Are they assigned or will they be discharged?				✓
19. Are there any defects in any appliances or equipment included with the property?		✓		
20. Do you know the approximate age of the building(s)? Age <u>1970 main bldg</u>				
Any additions: Age: <u>1980 S</u>				
21. Are there any past or pending claims under any home owner warranty that exists or that you previously had? Registration No. _____		✓		

ADDITIONAL COMMENTS:

ENVIRONMENTAL:

	YES	NO	UNKNOWN	NOT APPLICABLE
1. Are you aware of possible environmental problems or soil contamination of any kind on the property or in the immediate area? eg: radon gas, toxic waste, underground gasoline or fuel tanks etc.		✓		
2. Are there any existing or proposed waste dumps, disposal sites or land fills in the immediate area?		✓		
3. Is the property subject to flooding?		✓		
4. Is the property under the jurisdiction of any Conservative Authority or Commission?		✓		
5. Are you aware of any excessive erosion, settling, slippage, sliding or other soil problems?		✓		
6. Does the property have any abandoned well(s)?		✓		
7. Does the property have a in-ground swimming pool?	✓			
8. (a) Is there a fuel oil tank on the property? If yes, complete the following:		✓		
<input type="checkbox"/> Underground. Date of required upgrading or removal _____				
<input type="checkbox"/> Aboveground. Age of tank _____ Date of last inspection _____				
(b) Does the fuel oil tank comply with the Technical Standards and Safety Authority requirements and any other requirements for fuel to be delivered?				✓
9. Has the use of the property ever been for the growth or manufacture of illegal substance?		✓		
10. Does the property operate on a septic tank? <u>2 bldgs</u> If so, is it in proper working condition? <u>yes</u>	✓			
If so, what year was it last cleaned? <u>2017</u>				

ADDITIONAL COMMENTS:

2 buildings are on septic in  
good working order + other 2 bldgs.  
on public sewerage.

INITIALS OF BUYER(S): JP

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# IMPROVEMENTS AND STRUCTURAL

	YES	NO	UNKNOWN	NOT APPLICABLE
1. Are you aware of any structural problems?		✓		
2. (a) Have you made any renovations, additions or improvements to the property?	✓			
(b) Was a building permit obtained? <i>didn't need one - all bldgs.</i>		✓		
(c) Has the final building inspection been approved or has a final occupancy permit been obtained? <i>are permitted</i>				✓
3. To the best of your knowledge, have the building(s) ever contained ureaformaldehyde insulation?		✓		
4. Is there vermiculite insulation on the property? _____ If yes, has it been tested for asbestos?				✓
5. (a) Are you aware of any deficiencies or non-compliance with the County Fire Code?		✓		
(b) Is your property equipped with operational smoke detectors?	✓			
(c) Is the property equipped with operational carbon monoxide detectors? <i>main house</i>	✓			
(d) Is the property equipped with operational radon detectors?		✓		
6. (a) Is the woodstove(s) / chimney(s) / fireplace(s) / insert(s) in good working order?	✓			
7. Are you aware of any problems with the central air conditioning or heating system?		✓		
8. Are you aware of any moisture and/or water problems?		✓		
9. Are you aware of any damage due to wind, fire, water, insects, termites, rodents, pets or wood rot?		✓		
10. Are you aware of any roof leakage or unrepaired damage? Age of roof covering if known <i>is 25 yrs. roof</i>		✓		
11. (a) Are you aware of any problems with the electrical system? Size of service: _____		✓		
(b) Type of wiring: <input type="checkbox"/> copper <input type="checkbox"/> aluminium <input type="checkbox"/> knob-and-tube <input type="checkbox"/> other _____				
12. Is the owner responsible for the maintenance/replacement of any hydro poles/equipment?		✓		
13. Are you aware of any problems with the plumbing system?		✓		
14. Is the outdoor lawn sprinkler system in working order? <i>put in new</i>	✓			
15. Is there any lead or galvanized metal plumbing on the property?			✓	
16. Are you aware of any problems with the swimming pool, sauna, hot tub or jet bathtub?		✓		
17. What is under the carpeting? <i>plywood under carpet on 1 area</i>				✓
18. Is there a home inspection report available? Date of report <i>2017</i>	✓			

## ADDITIONAL COMMENTS:

Schedule(s) attached hereto and forming part of this Statement include:

The Sellers state that the above information is true, based on their current actual knowledge as of the date below. Any important changes to this information known to the Seller will be disclosed by the sellers prior to closing. Sellers are responsible for the accuracy of all answers. Sellers further agree to indemnify and hold the auction firm and it's employees harmless from any liability incurred as a result of any buyer relying on this information. The Sellers hereby authorized the auction firm to include a copy of this Seller Property Information Statement into the Property Information Package for the Auction and to provide a copy of this Seller Property Information Statement to be delivered by their agent or representative to prospective buyers or their agents or representatives. The Sellers hereby acknowledge receipt of a true copy of this statement.

*James Papple*  
Signature of Seller

Date: *10/25/17*

Signature of Seller

Date: \_\_\_\_\_

I acknowledge that the information provided herein is not warranted and hereby acknowledge receipt of a copy of the above information including any applicable Schedule(s).

Signature of Buyer or Authorized Representative

Date: \_\_\_\_\_

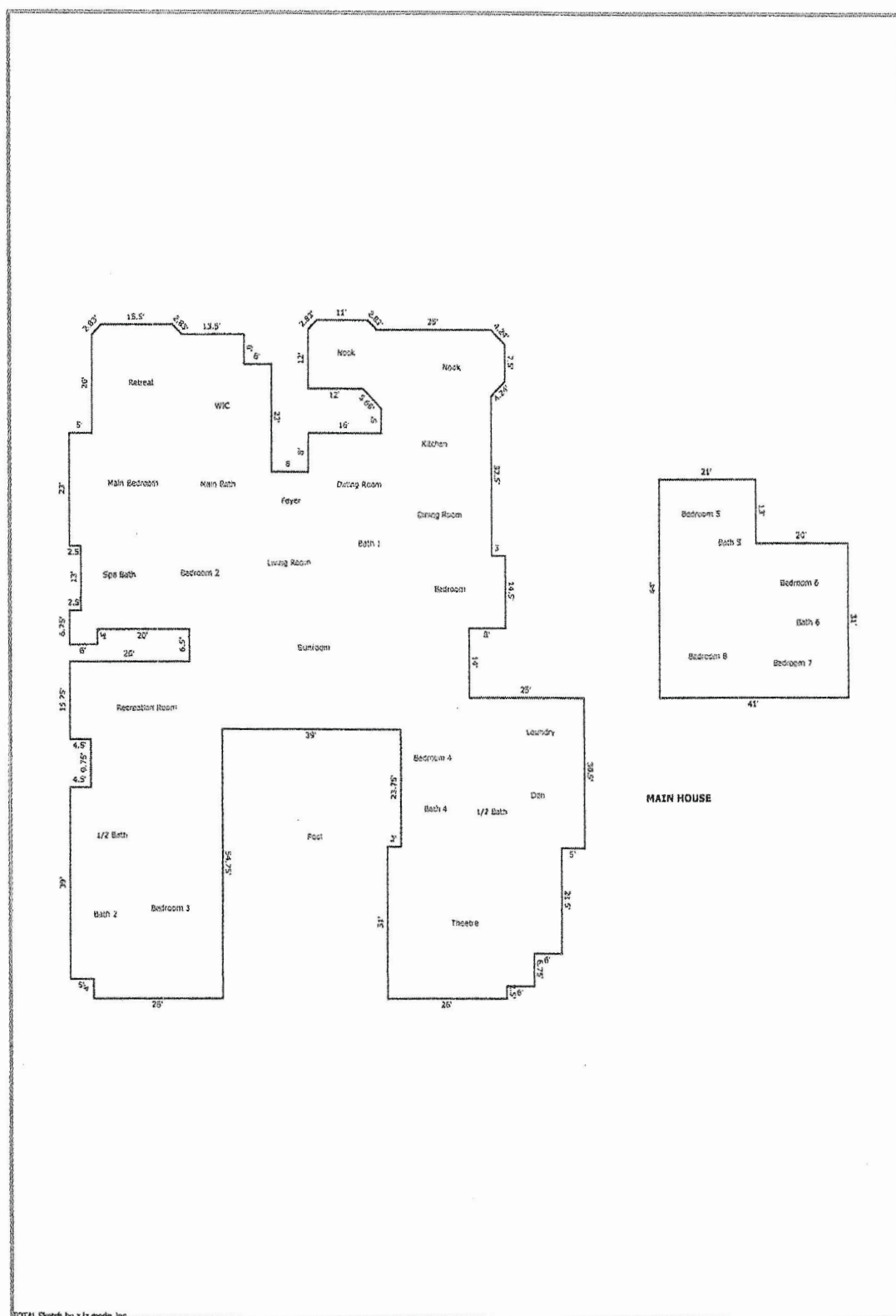
Signature of Buyer

Date: \_\_\_\_\_

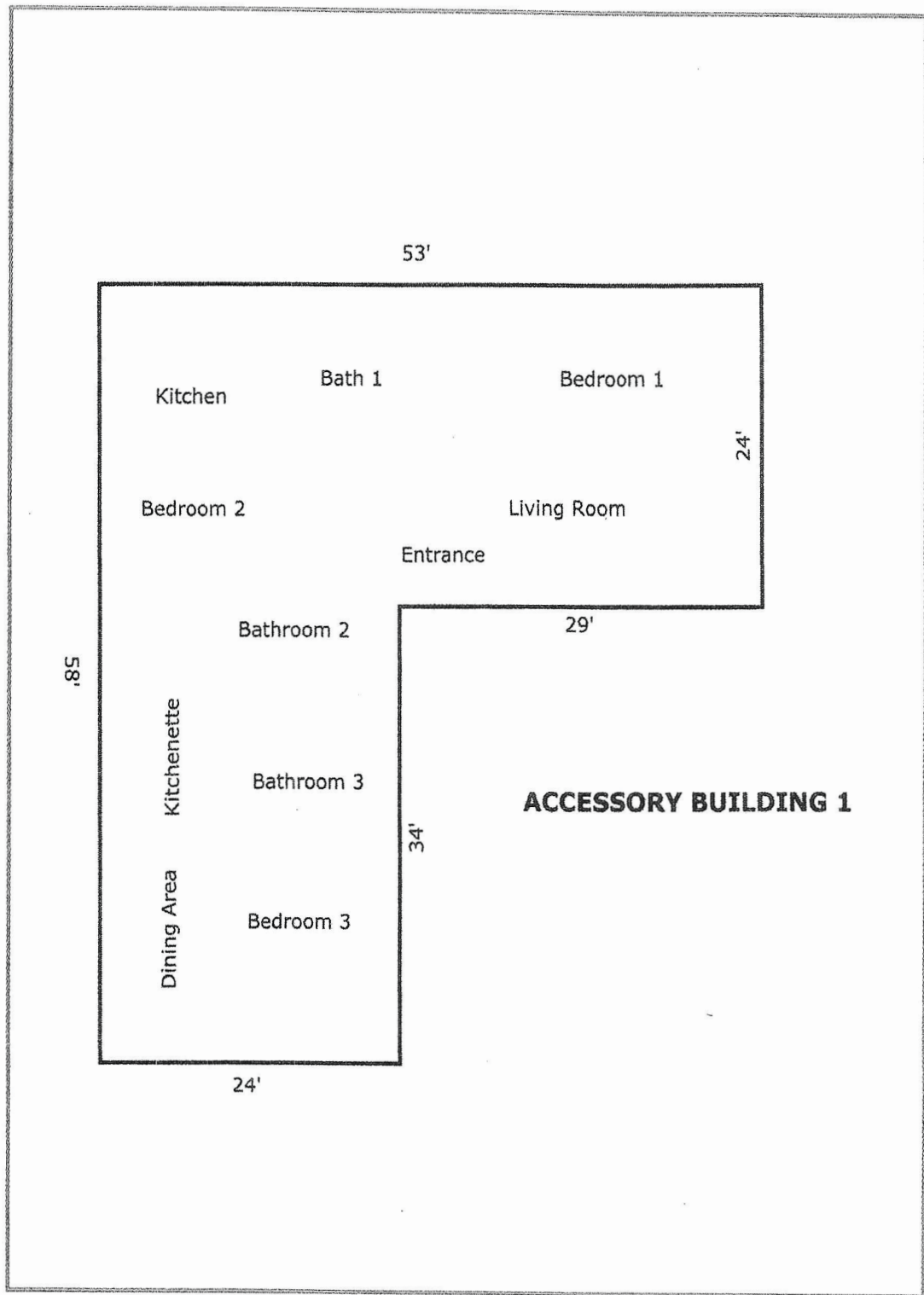
Page 3 of 3



## Floor Plan and Measurements



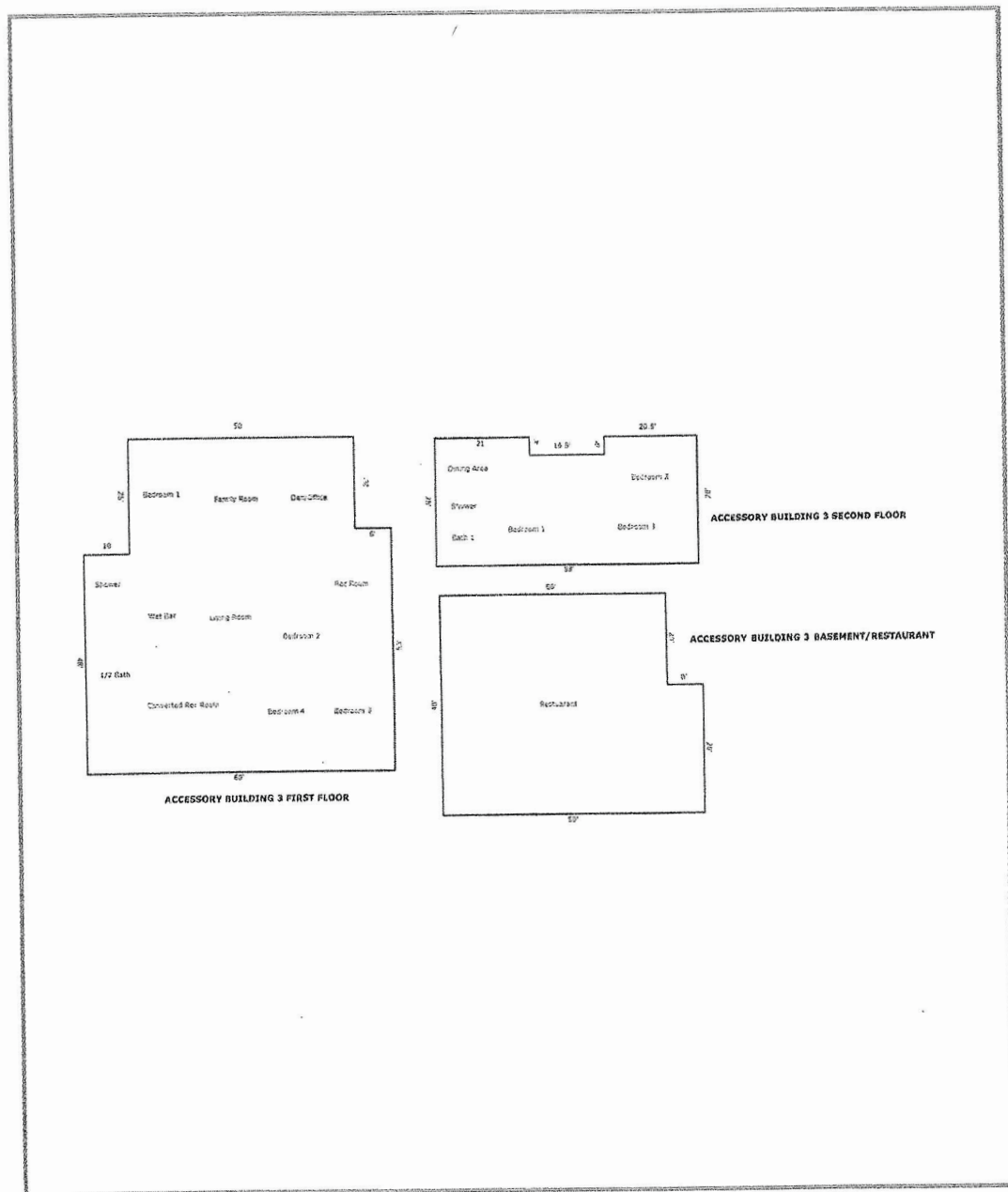














Living Area		CIRCUMSCRIBED POLYAGONS	
First Floor	10718.12 Sq ft	0.5 x 3 x 3	4.5
		0.5 x 3 x 3	4.5
		7.5 x 3	22.5
		0.5 x 2 x 2	2
		0.5 x 2 x 2	2
		15.5 x 2	31
		0.5 x 2 x 2	2
		0.5 x 2 x 2	2
		11 x 2	22
		40 x 12	480
		33 x 6	198
		39 x 14	546
		30.5 x 5	152.5
		39 x 4.5	175.5
		15.75 x 4.5	70.88
		6.75 x 2.5	16.88
		52 x 6	312
		23 x 2.5	57.5
		58.75 x 6	352.5
		26 x 31	806
		14.5 x 3	43.5
		30.25 x 8	242
		28 x 4	112
		28.5 x 50.75	1446.38
		15 x 23.75	356.25
		82.5 x 13.75	1134.38
		61 x 6.5	396.5
		3.5 x 3	10.5
		39.75 x 41.5	1649.62
		31.75 x 8	254
		39.75 x 16	636
		48.5 x 5	242.5
		19 x 44.75	850.25
		4 x 19	76
		0.5 x 4 x 4	8
Second Floor	1544 Sq ft	41 x 31	1271
		13 x 21	273
<b>Total Living Area (Rounded):</b>			
<b>Non-living Area</b>			
Accessory Building 1	2088 Sq ft	24 x 29	696
		58 x 24	1392
Accessory Building 2	2784.13 Sq ft	0.5 x 3 x 3	4.5
		0.5 x 3 x 3	4.5
		16 x 3	48
		80 x 1	80
		0.5 x 1 x 1	0.5
		6 x 5	30
		0.5 x 5 x 4	10
		0.5 x 2.08 x 5	5.21
		18 x 5	90
		0.5 x 5 x 5	12.5
		0.5 x 5 x 5	12.5
		22 x 4	88
		0.5 x 4 x 4	8
		26 x 24	624
		84 x 6	504
		0.5 x 4 x 6	12
		88 x 0.5	44
		6.5 x 2	13
		0.5 x 2 x 2	2
		6.5 x 6	39
		1.57 x 3.58	5.64
		0.5 x 4.93 x 3.58	8.83
		0.5 x 1.57 x 0.42	0.33
		70.5 x 4	282
		0.5 x 4 x 4	8
		15 x 56	840
		0.5 x 15	7.5
		0.5 x 0.5 x 0.5	0.12
Accessory Building 2 Basement/ Nightclub)	1736 Sq ft	31 x 56	1736
Accessory Building 3 First Floor	4554 Sq ft	68 x 48	3264
		5 x 8	40
		25 x 50	1250
Accessory Building 3 Second Floor	1558 Sq ft	58 x 24	1392
		4 x 20.5	82
		4 x 21	84



Accessory Building 3 Basement/Restaurant	2624 Sq ft	48 x 50 = 2400 8 x 28 = 224
--	------------	--------------------------------

Form S&T D1 NOV11 TOTAL # completed applications for a license for 2008-2009



Inst #: 20140319-0000243  
Fees: \$21.00 N/C Fee: \$0.00  
RPTT: \$0.00 Ex: #003  
03/19/2014 08:01:05 AM  
Receipt #: 1965062  
Requestor:  
CHICAGO TITLE LAS VEGAS  
Recorded By: ANI Pgs: 6  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 139-32-306-020

---

**Grant, Bargain, Sale Deed**

---

**\*\*\* Re-recording 20140220-2628 to correct the  
Legal Description \*\*\***

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**TYPE OF DOCUMENT**

**RECORDING REQUESTED BY:  
Chicago Title**

**RETURN TO:**

**NAME:** Chicago Title  
**ADDRESS:** 3100 W. Sahara Avenue, Suite 115  
**CITY/STATE/ZIP:** Las Vegas, NV 89102



Inst #: 201402200002628  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$4335.00 Ex: #  
02/20/2014 03:07:50 PM  
Receipt #: 1938566  
Requestor:  
CHICAGO TITLE LAS VEGAS  
Recorded By: SUO Pgs: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 139-32-306-020  
Affix R.P.T.T. \$4,335.00

**WHEN RECORDED MAIL TO and MAIL TAX  
STATEMENT TO:**

JANE POPPLE  
PO BOX 30265  
LAS VEGAS, NV 89173

ESCROW NO: 14017070-086-JR

**GRANT, BARGAIN, SALE DEED**

THIS INDENTURE WITNESSETH: That

**Republica Musicana, LLC, a Nevada Limited Liability Company**

in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

**Jane Popple, an unmarried woman**

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

*\* See Exhibit "A" attached \**

~~That portion of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 32, Township 20 South, Range 61 East, M.D.B. & M., more particularly described as follows:~~

~~BEGINNING at the Northeast corner of Lot 1 as shown on Parcel Map File 26, Page 14 in the Office of the County Recorder, Clark County, Nevada; thence South 00°00'41" East along the East line thereof a distance of 60.00 feet, thence North 89°27'59" West a distance of 161.25 feet; thence North 00°00'41" West a distance of 60.00 feet to a point on the North line of Lot 2 as shown on the aforementioned Parcel Map File 26, Page 14; thence South 89°27'59" East along the North line of said Lot 2 and the North line of the aforementioned Lot 1 a distance of 26.25 feet; thence North 00°00'41" West a distance of 301.77 feet to a point on the Southerly right-of-way line a distance of 132.00 feet, thence South 00°00'41" East a distance of 301.74 feet to the TRUE POINT OF BEGINNING.~~

- Subject to:
1. Taxes for the current fiscal year, paid current.
  2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.



APN: 139-32-306-020  
Affix R.P.T.T. \$4,335.00

**WHEN RECORDED MAIL TO and MAIL TAX  
STATEMENT TO:**

JANE POPPLE  
PO BOX 30265  
LAS VEGAS, NV 89173

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★ See Exhibit "A" attached ★

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Subject to: 1. Taxes for the current fiscal year, paid current.  
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.



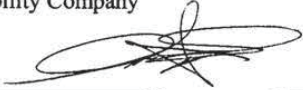
ESCROW NO: 14017070-086-JR

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

Witness my/our hand(s) this 19 day of FEB, 2014.

**SELLER:**

Republica Musicana, LLC, a Nevada Limited Liability Company



By: Ivan G. Aguilera, Manager

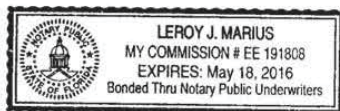
STATE OF FLORIDA )  
 ) ss.  
COUNTY OF Broward )

On this 19 FEB 2014 appeared before me, a Notary Public,

Ivan G. Aguilera, Manager of Republica Musicana, LLC 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.

Leroy J. Marius  
Notary Public

My commission expires: May 18, 2016



LERCY J. MARIUS  
Comm # EE191808  
EXPIRES 05/18/2016



Order No.: 14017070-086-JR

### EXHIBIT A

That portion of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 32, Township 20 South, Range 61 East, M.D.B. & M., more particularly described as follows:

BEGINNING at the Northeast corner of Lot 1 as shown on Parcel Map File 26, Page 14, in the Office of the County Recorder, Clark County, Nevada;  
Thence South 00°00'41" East, along the East line thereof a distance of 60.00 feet;  
Thence North 89°27'59" West, a distance of 161.25 feet;  
Thence North 00°00'41" West, a distance of 60.00 feet to a point on the North line of Lot 2, as shown on the aforementioned Parcel Map File 26, Page 14;  
Thence South 89°27'59" East, along the North line of said Lot 2 and the North line of the aforementioned Lot 1, a distance of 26.25 feet;  
Thence North 00°00'41" West a distance of 301.77 feet to a point on the Southerly right-of-way line of Pinto Lan (60.00 feet wide);  
Thence South 89°27'18" East, along said Southerly right-of-way line, a distance of 132.00 feet;  
Thence South 00°00'41" East, a distance of 301.74 feet to the TRUE POINT OF BEGINNING.

Assessor's Parcel Number: 139-32-306-020



STATE OF NEVADA  
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a. 139-32-306-020  
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. a. Total Value/Sales Price of Property

\$ \_\_\_\_\_

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

c. Transfer Tax Value:

\$ \_\_\_\_\_

d. Real Property Transfer Tax Due

\$ 0

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 3

b. Explain Reason for Exemption: Re-recording 20140220-2628 to correct the Legal Description.

5. Partial Interest: Percentage being transferred: 100 %

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

Signature



Capacity Title Agent

Signature

Capacity

**SELLER (GRANTOR) INFORMATION  
(REQUIRED)**

Print Name: Republica Musicana, LLC

Address: 13920 Stirling Road

City: SW Ranches

State: FL Zip: 33330

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

Print Name: Jane Popple

Address: PO Box 30265

City: Las Vegas

State: NV Zip: 89173

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

Print Name: Chicago Title

Escrow #: CT14017070-JR

Address: 3100 W. Sahara, Suite 115

City: Las Vegas

State: NV

Zip: 89102

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)





DEPARTMENT OF PLANNING  
DEPUTY DIRECTOR  
KAREN DUDDLESTEN

## **NOTICE AND ORDER**

Inst #: 20160616-0000603

Fees: \$20.00

N/C Fee: \$0.00

06/16/2016 10:15:16 AM

Receipt #: 2792938

Requestor:

CITY OF LAS VEGAS, BUILDING

Recorded By: GYOUNG Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 139-32-306-020

Date: June 15, 2016

Case # 159189

*Certified/Regular Mail*

*Return Receipt Requested*

POPPLE JANE  
P O BOX 30265  
LAS VEGAS NV 89173

### **NUISANCE NOTICE AND ORDER TO COMPLY**

You are hereby notified as owner(s) of the property located at 2801 PINTO LN., Las Vegas, NV, Parcel #(s) 139-32-306-020, that you are in violation of Las Vegas Municipal Code, Title 9 Nuisances, and Title 19 Zoning, dealing with nuisance and zoning violations. **You must correct the following violations by June 28, 2016 at 5:00 p.m.**

#### **The following violations have been verified:**

(See attachment for applicable municipal code section descriptions)

#### **19.12.010 SINGLE FAMILY, ATTCH**

Case #	Violation Location	Violation Comments
159189	Dwelling/Property	Property is zoned Residential. Utilizing this single family home as a place to hold parties and special events is not allowed. Cease all of these types of activities. These activities may affect your business license that allows short term rentals.

#### **9.04.010 (5) ZONING VIOLATION**

#### **LAS VEGAS CITY COUNCIL**

MAYOR CAROLYN G. GOODMAN

MAYOR PRO TEM STEVEN D. ROSS • LOIS TARKANIAN

RICKI Y. BARLOW • STAVROS S. ANTHONY • BOB COFFIN • BOB BEERS

CITY MANAGER ELIZABETH N. FRETWELL

Return to: CITY OF LAS VEGAS • 495 S. MAIN STREET • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 7-1-1 • [www.lasvegasnvcvada.gov](http://www.lasvegasnvcvada.gov)



2801 PINTO LN.

Case # 159189

Page 2

Case #	Violation Location	Violation Comments
159189	Dwelling/Property	Short Term License specifically prohibits special events and parties. Penalties will be incurred if such activity persists. Stop the un-approved off-site parking at 2850 Palomino in support these events.

You are hereby ordered to correct the nuisance no later than **June 28, 2016, 5:00 p.m.** **Re-inspection of the property will occur on June 29, 2016** the eleventh day after the day of mailing, servicing or posting of this Notice and Order.

**If you do not correct these violations** within the designated time frame, the City may elect to pursue criminal misdemeanor charges or civil liability against you, the owner, and/or the responsible party.

Should the City pursue criminal charges, it is a separate violation and criminal charge for each day that the violation exists. Each violation carries a maximum penalty of six (6) months in jail and/or a fine of up to One Thousand Dollars (\$1,000.00) and responsibility for City's expenses to abate the violations together with any fees incurred from licensed contractors that City may hire plus an administrative fee.

Should the City pursue civil liability, it is a separate violation for each day that the violation exists. Each violation incurs liability of up to Five Hundred Dollars (\$500.00) per violation for non-commercial property and One Thousand Dollars (\$1,000.00) per violation for commercial property, and responsibility for City's expenses to abate the violations together with any fees incurred from licensed contractors that City may hire plus an administrative fee.

In addition to any other fine or liability, LVMC 9.04.020 authorizes City to assess inspection fees as service charges. There is no fee for the initial inspection that has already occurred. If all repairs or corrections are not complete to City's satisfaction by the re-inspection date set forth above, City may assess a One Hundred Twenty Dollars (\$120.00) initial reinspection fee. An additional fee of One Hundred Eighty Dollars (\$180.00) per hour, with a one hour minimum, will be assessed for each additional inspection required to certify compliance with this Notice until each repair or correction has been completed to City's satisfaction. City may also include a ten percent (10%) administrative fee.

**Fee Schedule:**

**Initial inspection- No Charge**

**1st re-inspection- \$120 re-inspection fee**



2801 PINTO LN.

Case # 159189

Page 3

**2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed;  
3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed;  
4th re-inspection and additional re-inspections will be assessed a \$180 re-inspection fee +  
a civil penalty. Residential (\$500) or Commercial (\$1000)**

**Any and all unpaid liability and/or fees are subject to collection, assessment, and/or encumbrance via lien.**

Be advised, should all public nuisances not be removed and all violations cured within the time frame above, City may abate the violations or hire a contractor or contractors to do so without further notice pursuant to LVMC 9.04.080(B). In such an event, all debris may be collected from the location and disposed of off the property, so you are encouraged to remove any items that you consider useful or valuable.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

**Responsible party must provide contact information to this department.** Please contact area Code Enforcement Officer **Mccoy** at **(702) 229-5184** to supply your current phone number, email address, fax number, or additional mailing address.

If you disagree with this Notice, the owner or responsible party may file an appeal in writing with the City Clerk no later than ten (10) days after service of this Notice. The date of service is not necessarily the date the notice was received, but instead is the date it was personally served, mailed, or posted at the property, as applicable. Should an appeal be filed, within ten (10) days after filing, the appellant shall be given written notice of the procedure and time frame for hearing of the appeal. The appeal shall be heard by the City Council or its designee. If the appeal is heard by a designee, there shall be a further right of appeal to a court of competent jurisdiction. The decision of the City Council or its designee (in cases where a designee hears an appeal and no further appeal is taken) shall be final and conclusive. Any owner or responsible party failing to timely appeal shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

It is recommended that you contact the **Code Enforcement Officer Mccoy** at **(702) 229-5184** or the Department of Planning, Code Enforcement Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.



2801 PINTO LN.

Case # 159189

Page 4

Sincerely,

A handwritten signature in black ink, appearing to read "Karen L. Duddleston". The signature is fluid and cursive, with the first name "Karen" being more prominent.

Karen L. Duddleston, Deputy Director  
Code Enforcement Division  
Department of Planning

Enclosures: City of Las Vegas General Conditions of Abatement

CC:

SHAPIRO, DAVID  
BARNEY, MICHAEL & MICHELLE



## **Why would a seller choose auction rather than a traditional listing?**

The answer is simple: You want to sell your property in the manner best suited to your situation and your real estate.

The advantages of listing versus auction are different for each individual seller. We believe that providing our sellers with an option that best allows us to serve their unique needs.

With the auction method, the seller sets the time and date of the sale and buyers act on their schedules and terms. Down payments, closing time frames, can be set up to eliminate negotiations and the seller can guarantee a firm sale. There is a greater amount of control with an auction than there is with a traditional listing. At Real Estate Resolution Corp. the time from which we sign a contract to completion of the auction, is typically 45 days.

Auctions are particularly well suited when a property is left unattended, or the seller requires a quick sale with a known time line. Because there are no contingencies associated with the sale, this can be a relief to a seller who is already handling the many tasks associated with the sale of a property.

Our clients often require more flexibility than a traditional sale can offer. There are many issues that go beyond simply selling real estate when dealing with a downsizing situation, estate settlement or the need for a quick sale. These clients often choose the auction method because it is the best way to maximize exposure and price, while minimizing time and carrying costs.

Real Estate Resolution Corp. is committed to ensure that our sellers get the best value for their property at the least inconvenience to them.



# Tips For the Buyer

## **View the Property**

All of our properties are available for viewing at one or more pre-set open house times. If any appointment is required, this will be announced clearly in the brochures, newspaper ads and our web site. If you are not available to view the property on any of the pre-established viewing / inspection dates, we would be pleased to arrange alternate viewing times for all qualified buyers.

## **Request a property information package**

If you have some interest in bidding on a property, make sure to get a property information package. You may not bid on a property at Real Estate Resolution Corp. until you have signed that you have received, read and understood the property information package.

## **Do your due diligence**

We want you to be confident about your buying decision. While we aim to provide you with as much information as possible, we are happy to arrange for your own contractors or inspectors to view the property. Remember that auctions are final and unconditional.

## **Arrange financing**

When Real Estate Resolution Corp. sells a property, it is for cash, with no conditions and typically closes in 30 days. This means that you will not be permitted to bid on a conditional basis. You must know prior to bidding that you are pre-approved with a mortgage, or that you have the cash in hand.

## **Deposit requirements**

Make sure that you have the required deposit amount accessible upon short notice, or on hand. The deposit terms are always listed clearly in the property information package. Make sure you read the deposit terms and ask an auction representative if you are not sure what the requirements are.

## **Register to bid**

Anyone interested in bidding must register for the auction and obtain a bid card. You may register a bid on the property at an open house, at our offices, by far, or in person at the registration desk just prior to the live auction. You may not bid on a property without having properly registered.



# What can I expect on auction day?

## **How will the auction start?**

When selling by live auction, we require every registered bidder to provide an opening bid on the bid certification registration form, and the live auction opening bid could simply start at the highest opening bid provided. Everyone who registers and submits a bid is eligible to bid at the auction. The Auctioneer will move at an appropriate pace to ensure that every person clearly understands the amount of the previous bid. You will have the opportunity to bid as many times as you like.

## **Start the bidding!**

Do not be afraid to start bidding with a strong opening bid!

The stronger your opening bid, the more likely you are to be the ultimate winner!

## **Bid Assistants**

You will see bid assistants at all of the Real Estate Resolution Corp. live real estate auctions. These people are there to answer your questions during the auction and to assist you with the bidding. No questions will be entertained by the auctioneer and Seller after opening announcements. All questions must be directed to a bid assistant.

## **Ending the auction**

Upon conclusion, the highest bidder will be declared the buyer subject to approval of the Seller. The Auctioneer's decision is final. If you are the high bidder, you will immediately sign the agreements of purchase and sale and provide a deposit in the specified amount.



### BIDDER REGISTRATION FORM

By signing this certification and returning it to the offices of Real Estate Resolution Corp., or an employee therein, I hereby certify that:

1. I acknowledge that I have received a property information package.
2. I have read the auction terms, rules and bidding format as set out by Real Estate Resolution Corp., as contained in the property information package and I completely understand them.
3. I understand that the terms and rules of the auction will be strictly enforced and that there will be no exceptions.
4. I certify that I currently have sufficient funds to meet the "deposit" requirements as called for by the agreement of purchase and sale.
5. I have examined the proposed agreement of purchase and sale given to me as part of the property information package and understand that it is a legally binding contract and it is not contingent upon financing, further inspection, insurability, or anything else.
6. I understand that if I am declared the highest bidder as a result of the auction, I will be required to sign the agreement of purchase and sale immediately. I agree to complete and sign the agreement of purchase and sale immediately upon such transmitted notice.
7. I understand that a 12% buyer's premium will be added to my final bid and is due in addition to my final bid to complete the final purchase price.
8. I understand that Real Estate Resolution Corp. and all of its representatives are working for the Seller and there is no relationship of dual agency.
9. I understand that the purchase price of the property will become public information immediately following the auction and that this information may be published.
10. I understand that my registration for this auction will not be accepted without providing an opening bid (space provided on this form) and this constitutes a binding bid.

OPENING BID AMOUNT: \$ \_\_\_\_\_ (plus 12% Buyer's Premium)

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

HOW I HEARD ABOUT THE AUCTION: \_\_\_\_\_



# Real Estate Resolution Corp

## PURCHASE SETTLEMENT AGREEMENT

This Purchase Settlement Agreement is made as of November 25th, 2017,  
between \_\_\_\_\_ (Purchaser) and JANE POPPLE (Seller)

In consideration of the deposit of \$150,000.00 One Hundred Fifty Thousand (the "Deposit") delivered by Purchaser to Real Estate Resolution Corp. (the "Auction Firm") and the mutual covenants hereinafter provided, Seller agrees to sell, and Purchaser agrees to buy, the following parcel of real estate together with any improvements thereon, commonly known as:

Address: 2801 Pinto Lane, Las Vegas, Nevada, 89103 (The Property)  
Legal Subdivision: 4850/VALLEY WEST #7 PHASE 3B

The purchase and sale of the Property shall be on the following terms and conditions:

1. Auction Terms and Conditions. The Auction Terms and Conditions (the "Auction Terms") shall be deemed part of this Contract as is set forth in this Contract in their entirety. In the event of a conflict between the terms and conditions of this Contract and those of the Auction Terms, the terms and conditions of the Auction Terms shall govern.
2. Purchase Price. Purchaser agrees to pay as the full purchase price for the Property the sum of \_\_\_\_\_ ("the Purchase Price") as follows:
  - (a) Purchaser shall pay the Deposit to the Auction Firm in cash or as may be otherwise agreed upon by the Auctioneer upon the execution of this Agreement. The Auction Firm shall hold the Deposit and shall (i) pay it over to Seller at settlement for application to the payment of the Purchase Price, (ii) return it to Purchaser when instructed to do so by Seller upon the conditions set forth herein, or (iii) in the event of Purchaser's default and at Seller's option, pay it over to Seller for application as set forth in Paragraph 8 below. Any interest accruing on the Deposit while held by the Auction Firm shall be retained by the Auction Firm.
  - (b) Purchaser shall pay the remainder of the Purchase Price to Seller at settlement in cash, by wire transfer, or by certified or cashier's check.
  - (c) Purchaser acknowledges that the Purchase Price includes a Buyer's Premium of twelve percent (12%). A summary of the terms of the sale is as follows:

High Bid	\$	_____	
12% Buyer's Premium	Plus	\$	_____
Purchase Price	Equal	\$	_____
Deposit	Less	\$	\$150,000.00 + \$ _____ Balance of Purchase Price
Due at Settlement	Equals	\$	_____

3. Settlement and Possession. Settlement shall take place on or before December



27<sup>th</sup>, 2017, which is thirty (32) days from the date hereof at the offices of Purchaser's attorney, who shall be the settlement agent in connection with this transaction delivered to Purchaser at settlement following payment of the Purchase Price, subject to the rights of the tenants, if any. TIME IS OF THE ESSENCE AS TO THE COMPLETION OF SETTLEMENT.

4. Title. Seller shall convey the Property to Purchaser by Grant Bargain Sale Deed. Purchaser's and Seller's obligations hereunder are contingent upon Seller being able to convey good and marketable title to the Property subject, however, to the following (the "Permitted Encumbrances"): (i) matters that do not render title to the Property unmarketable; (ii) the rights of tenants, if any; (iii) the lien of ad valorem real estate taxes not yet due and payable; (iv) such state of facts as an accurate survey and physical inspection of the Property would reveal; and (v) ordinary and customary easements, encumbrances and other restrictions of record. If, prior to settlement hereunder, Purchaser identifies a title defect other than the Permitted Encumbrances, Seller shall have the opportunity, but not the obligation, to attempt to cure the title defect, and Seller may, at its sole discretion, extend the settlement date accordingly. If Seller does not elect to attempt to cure the title defect, or if Seller attempts but is not successful in curing the title defect, Purchaser shall have the option to; (1) terminate this Agreement, in which case Seller shall instruct the Auction Firm to return the Deposit (less any accrued interest) to Purchaser and neither party shall have any Further obligation or liability to the other; or (2) waive the title defect and proceed to settlement hereunder, without any adjustment or modification of the Purchase Price. If an owner's title insurance policy can be obtained without extraordinary Exception or with affirmative protection over any title defect, Purchaser shall be required to waive its objection to the title defect.
5. Settlement Costs. Real estate taxes, rent, and other apportionable items (if any) will be prorated at settlement. Seller shall pay the grantor's tax and the cost of preparing the deed; all other recording costs, taxes, fees, and closing expenses shall be paid by Purchaser. Each party hereto shall be responsible for paying its own legal fees incurred under this Contract, whether or not closing occurs.
6. Eminent Domain. In the event of a taking of the Property or any portion thereof by eminent domain after the date hereof but before settlement, Purchaser shall, within ten (10) days of the taking, either (i) terminate this Contract by written notice to Seller, in which event Purchaser shall be entitled to the return of the Deposit (less any accrued interest) and neither party shall have any further liability to the other, or (ii) elect to proceed to settlement without a reduction in the Purchase Price, in which event Seller shall convey to Purchaser the portion of the Property not taken and shall assign to Purchaser all of Seller's rights, title, and interest in any condemnation award arising from and pertaining to the taking of the Property.
7. Property Sold As Is. Purchaser acknowledges that it has examined and inspected, and is satisfied with, the physical condition of the Property and the improvements thereon. PURCHASER EXPRESSLY AGREES THAT THE PROPERTY IS OR



WILL BE SOLD "AS IS, for tax reporting WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUBJECT TO ORDINARY WEAR AND TEAR OCCURRING AFTER THE DATE HEREOF. Purchaser further Acknowledges that neither Seller nor Auction Firm have made or extended to Purchaser any representation, warranty or indemnity with regard to the environmental condition of the Property or with regard to its compliance with the Americans with Disabilities Act of 1990, if applicable, and Purchaser hereby assumes sole responsibility therefore, indemnifies and agrees to hold Seller and Auction Firm, and each of their affiliates, agents, directors, Employees and attorneys harmless from and waives any right, action, claim or Cause of action it or its successors or assigns may now or in the future against Seller and Auction Firm, and each of their affiliates, agents, directors, employees or attorneys with regard thereto. If the improvements on the Property are damaged after the date hereof but before settlement, Seller may (but shall not be obligated to) attempt to repair the improvements and, at Seller's Sole option, there shall be a reasonable extension of the settlement date in which Seller may attempt to complete the repair. If Seller notifies Purchaser that Seller does not intend to attempt repair, or if Seller attempts but is not successful in effecting repair and so notifies Purchaser, within ten (10) days of either such notification Purchaser shall either terminate this Agreement, in which case Purchaser shall be entitled to the return of the Deposit (less any accrued Interest) and neither party shall have any further liability to the other, or (ii) waive any objection to the damage and any right to reduce the Purchase Price in which case Seller shall convey to Purchaser the Property with such damaged improvements as are there thereon and shall assign to Purchaser all of Seller's right, title and interest to any insurance proceeds, if any, received or to be received in payment of damage to the improvements (but no other insurance proceeds, such as proceeds from damage to personal property).

8. Default. If Purchaser defaults hereunder, Seller may retain the Deposit and may also pursue such remedies as are available to Seller at law or in equity, including without limitation, an action for specific performance. If Seller defaults hereunder, Purchaser's sole remedy shall be the return of the Deposit (less any accrued interest) and the Purchaser expressly and unconditionally waives and releases any other claim, demand injury, or cause of action, whether at law or in equity. A termination of this Contract pursuant to the termination provisions set forth in paragraphs 4, 6, and 7, shall not be deemed to be a default of either party hereunder.
9. Notice. Any notice, request, or demand required or permitted hereunder will be in writing and will be delivered by hand, sent by express courier service, or sent by U.S. certified mail, return receipt requested, postage prepaid, if to Seller, to 21800 Towncenter Plaza Suite 266A, Sterling, VA 20164, and if to Purchaser, to the address set forth below under the Purchaser's signature, or to such other Address as the party to receive such notice may hereafter specify by written notice to the other. Any such notice will be deemed given on the date of actual hand delivery, one (1)



day after being sent by express courier service or two (2) days after deposit in the U.S. mail, certified.

10. Agency Disclosure. Seller and Purchaser acknowledge and agree that the Auction Firm and its agents and broker(s) have acted on Seller's behalf as Seller's agent in connection with this transaction. Seller and Purchaser also confirm that this disclosure of agency relationship has been made in writing.
11. Miscellaneous. Except as set forth above, each party hereto represents that it has not involved any agent, broker, or finder in this transaction other than \_\_\_\_\_ And agrees to indemnify, defend, and hold the other Party and the Auction Firm harmless from any claim in connection therewith. The provisions of this Contract shall survive settlement. The parties hereto acknowledge that neither has relied upon any oral representation of the other or of the Auction Firm, that no such oral representation will affect in any way the terms of this Contract and that this Contract represents the final and complete understanding between the parties. This Contract cannot be modified or amended, and no waiver or any provision hereof shall be effective, unless in writing executed by the parties hereto. This Contract shall be construed, performed and enforced in accordance with the laws of the State of Nevada without regard to the conflicts of laws provision of Nevada law. Except as provided in Paragraphs 6 and 7, the risk of loss or taking shall remain with the Seller until settlement. This Contract shall inure to the benefit of and will bind the parties hereto and their respective heirs, personal representatives, successors and assigns. Purchaser may not assign its rights under this Contract without the prior written consent of Seller and Auction Firm, which consent Seller and/or Auction Firm may withhold in their sole and absolute discretion. Any such assignment to which Seller and Auction Firm consent shall not release Purchaser from any liability hereunder. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract. Notwithstanding any other provision of this Agreement, or any agreements, contracts or obligations that may derive here from, nothing herein shall be construed to make the parties hereto partners or joint ventures or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Contract merely to create the relationship of Seller and Purchaser with regard to the Property. All parties to this Contract have been represented by counsel or have had the opportunity to be so represented. Accordingly, the rule of construction of contract language against the drafting party is hereby waived by both parties. If any provision of this Contract or the application thereof is deemed unenforceable for any reason, the remainder of this Contract shall not be affected thereby and shall remain in full force and effect. Notwithstanding any mention of specific acreage in any description of the Property, the parties hereby agree that the Property is being sold in gross and not by the acre. The parties' rights and obligations hereunder shall not be affected if a subsequent survey of the Property reveals a different acreage. TIME IS OF THE ESSENCE IN CONNECTION WITH THIS CONTRACT.



WITNESS the following signatures:

SELLER:

PURCHASERS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

PURCHASERS ADDRESS/TELEPHONE

\_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Suggested Title & Escrow Company for closing: ATTORNEY NAME/TELEPHONE #

Richard L. Tobler, Esq.

Richard L. Tobler, Ltd.

3654 North Rancho Drive, STE

102, Las Vegas, Nevada 89130

702-256-6000





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