



LAND SURVEYORS  
CIVIL ENGINEERS  
LAND USE PLANNERS

November 7, 2022

Washoe County Community Services Department  
Planning and Building  
1001 E. Ninth Street, Building A  
Reno, NV 89512

**RE: AMENDMENT OF CONDITIONS APPLICATION FOR AMENDMENT OF PARCEL MAP 5588**

To Whom It May Concern,

Parcel Map No. 5588 for BDF Trust was recorded on March 24, 2022 as Document No. 5288388 without reflecting a dedication along Lemmon Drive to the Reno Transportation Commission that recorded April 22, 2021 as Document No. 5170467. This dedication deeded approximate 0.76' feet of property on the north and 8.56 feet on the south of the west side of the parcel described in Deed Document No. 4996904. This amended parcel map corrects this omission and slightly reduces the size of Parcel 1 of Parcel Map 5588. It is expected that although this was specifically requested by Planning staff to come in as an Amendment to Conditions application, that it will be reviewed by the Parcel Map Review Committee who originally approved the original parcel map application WTPM21-0022.

This amendment to Parcel Map 5588 is intended to replace the original parcel map in its entirety to correct the previous error. We are not asking for an amendment to any conditions of approval. We have been advised by Trevor Lloyd that Washoe County would waive fees on this application. Please feel free to reach out with any questions or concerns.

Sincerely,

Kevin German, PLS  
President  
[kgerman@cfareno.com](mailto:kgerman@cfareno.com)  
(775) 856-7075

## Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Building staff at 775.328.6100.

<b>Project Information</b>		Staff Assigned Case No.: _____	
Project Name: <b>Amendment to Parcel Map 5588</b>			
Project Description: An amendment to Parcel Map No. 5588 for BDF Trust is being filed to correct an error in the boundary line along the west side of Parcel 1 being the easterly right-of-way of Lemmon Drive.			
Project Address: 0 Lemmon Drive			
Project Area (acres or square feet): 32.76 Acres			
Project Location (with point of reference to major cross streets <b>AND</b> area locator): 650 feet south of the intersection of Lemmon Drive and Military Drive lying easterly of Lemmon Drive.			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
552-210-21	18.56		
552-210-22	13.85		
Indicate any previous Washoe County approvals associated with this application: Case No.(s). WTPM21-0022, WTM18-004,			
<b>Applicant Information</b> (attach additional sheets if necessary)			
<b>Property Owner:</b>		<b>Professional Consultant:</b>	
Name: Lemmon Drive Villas Property, LLC		Name: CFA, Inc.	
Address: 2000 Crow Canyon Place, Suite 350		Address: 1150 Corporate Blvd	
San Ramon, CA	Zip: 94583	Reno, NV	Zip: 89502
Phone: (916) 995-3330	Fax:	Phone: (775) 856-7075	Fax:
Email: jidleman@laffertycommunities.com		Email: kgerman@cfareno.com	
Cell: (916) 995-3330	Other:	Cell: (775) 856-7075	Other:
Contact Person: Jim Idleman		Contact Person: Kevin German	
<b>Applicant/Developer:</b>		<b>Property Owner 2</b>	
Name: Lemmon Drive Villas Property, LLC		Name: BDF Trust	
Address: 2000 Crow Canyon Place, Suite 350		Address: 82 Kittansett Loop	
San Ramon, CA	Zip: 94583	Henderson, NV	Zip: 89052
Phone: (916) 995-3330	Fax:	Phone: (702) 683-8180	Fax:
Email: jidleman@laffertycommunities.com		Email: beddy@vandykmortgage.com	
Cell: (916) 995-3330	Other:	Cell: (702) 683-8180	Other:
Contact Person: Jim Idleman		Contact Person: Brian Eddy	
<b>For Office Use Only</b>			
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

# Amendment of Conditions Application Supplemental Information

(All required Information may be separately attached)

## Required Information

1. The following information is required for an Amendment of Conditions:
  - a. Provide a written explanation of the proposed amendment, why you are asking for the amendment, and how the amendment will modify the approval.
  - b. Identify the specific Condition or Conditions that you are requesting to amend.
  - c. Provide the requested amendment language to each Condition or Conditions, and provide both the **existing** and **proposed condition(s)**.

Parcel Map No. 5588 for BDF Trust was recorded on March 24, 2022 as Document No. 5288388 without reflecting a dedication to the Reno Transportation Commission that recorded April 22, 2021 as Document No. 5170467. This dedication deeded approximate 0.76' feet of property on the north and 8.56 feet on the south of the west side of the parcel described in Deed Document No. 4996904. This amended parcel map corrects this omission and slightly reduces the size of Parcel 1 of Parcel Map 5588. It is expected that although this was requested as an Amendment to Conditions that it will be reviewed by the Parcel Map Review Committee who originally approved WTPM21-0022.

2. Describe any potential impacts to public health, safety, or welfare that could result from granting the amendment. Describe how the amendment affects the required findings as approved.

There are no impacts to public health, safety or welfare.



**LAND SURVEYORS  
CIVIL ENGINEERS  
LAND USE PLANNERS**

## CLOSURE CALCULATIONS

FOR

### AMENDED PARCEL MAP FOR BDF TRUST & LEMMON DRIVE VILLAS PROPERTY, LLC

#### OUTER BOUNDARY

North: 14,902,464.10' East: 2,269,640.64'

Segment# 1: Line

Course: S1°38'55"W Length: 1,714.23'

North: 14,900,750.58' East: 2,269,591.32'

Segment# 2: Line

Course: N88°23'46"W Length: 255.89'

North: 14,900,757.74' East: 2,269,335.53'

Segment# 3: Line

Course: N88°25'07"W Length: 476.29'

North: 14,900,770.89' East: 2,268,859.42'

Segment# 4: Line

Course: N5°49'44"W Length: 998.23'

North: 14,901,763.96' East: 2,268,758.04'

Segment# 5: Curve

Length: 709.40' Radius: 2,276.00'

Delta: 17°51'30" Tangent: 357.60'

Chord: 706.53' Course: N3°06'01"E

Course In: N84°10'16"E Course Out: N77°58'14"W

RP North: 14,901,995.10' East: 2,271,022.27'

End North: 14,902,469.45' East: 2,268,796.25'

Segment# 6: Line

Course: S89°38'10"E Length: 844.40'

North: 14,902,464.09' East: 2,269,640.64'

Perimeter: 4,998.44' Area: 1,412,234Sq.Ft.



*Kevin L. German*  
11/7/2022

Error Closure: 0.01 Course: S1°40'21"E  
Error North : -0.011 East: 0.000

Precision 1: 499,844.00

**PARCEL 1**

North:14,902,469.46' East:2,268,796.25'

Segment# 1: Line

Course: S89°38'10"E Length: 530.63'

North: 14,902,466.09' East: 2,269,326.87'

Segment# 2: Line

Course: S15°47'32"W Length: 183.41'

North: 14,902,289.61' East: 2,269,276.96'

Segment# 3: Line

Course: N88°44'04"W Length: 448.96'

North: 14,902,299.52' East: 2,268,828.11'

Segment# 4: Line

Course: S1°15'56"W Length: 130.00'

North: 14,902,169.55' East: 2,268,825.23'

Segment# 5: Line

Course: S88°44'04"E Length: 174.04'

North: 14,902,165.71' East: 2,268,999.23'

Segment# 6: Line

Course: S1°15'56"W Length: 192.67'

North: 14,901,973.09' East: 2,268,994.98'

Segment# 7: Line

Course: S88°44'04"E Length: 147.64'

North: 14,901,969.83' East: 2,269,142.58'

Segment# 8: Line

Course: S5°48'30"E Length: 233.13'

North: 14,901,737.89' East: 2,269,166.17'

Segment# 9: Line

Course: S58°58'02"E Length: 25.18'

North: 14,901,724.91' East: 2,269,187.75'

Segment# 10: Line

Course: S5°48'30"E Length: 70.82'

North: 14,901,654.46' East: 2,269,194.92'

Segment# 11: Line

Course: S84°11'30"W Length: 25.61'

North: 14,901,651.86' East: 2,269,169.44'

Segment# 12: Line

Course: S5°48'30"E Length: 408.76'

North: 14,901,245.20' East: 2,269,210.80'

Segment# 13: Line  
Course: S88°44'04"E Length: 394.59'  
North: 14,901,236.49' East: 2,269,605.30'

Segment# 14: Line  
Course: S1°38'55"W Length: 486.11'  
North: 14,900,750.58' East: 2,269,591.31'

Segment# 15: Line  
Course: N88°23'46"W Length: 255.89'  
North: 14,900,757.74' East: 2,269,335.52'

Segment# 16: Line  
Course: N88°25'07"W Length: 476.29'  
North: 14,900,770.89' East: 2,268,859.41'

Segment# 17: Line  
Course: N5°49'44"W Length: 998.23'  
North: 14,901,763.95' East: 2,268,758.04'

Segment# 18: Curve  
Length: 709.40' Radius: 2,276.00'  
Delta: 17°51'30" Tangent: 357.60'  
Chord: 706.53' Course: N3°06'01"E  
Course In: N84°10'16"E Course Out: N77°58'14"W  
RP North: 14,901,995.10' East: 2,271,022.27'  
End North: 14,902,469.45' East: 2,268,796.25'

Perimeter: 5,891.36' Area: 809,004Sq.Ft.  
Error Closure: 0.01 Course: S12°49'48"W  
Error North : -0.013 East: -0.003

Precision 1: 589,136.00

**PARCEL 2**

North:14,902,464.10' East:2,269,640.64'

Segment# 1: Line

Course: S1°38'55"W Length: 1,228.11'

North: 14,901,236.50' East: 2,269,605.30'

Segment# 2: Line

Course: N88°44'04"W Length: 394.59'

North: 14,901,245.21' East: 2,269,210.81'

Segment# 3: Line

Course: N5°48'30"W Length: 408.76'

North: 14,901,651.88' East: 2,269,169.44'

Segment# 4: Line

Course: N84°11'30"E Length: 25.61'

North: 14,901,654.47' East: 2,269,194.92'

Segment# 5: Line

Course: N5°48'30"W Length: 70.82'

North: 14,901,724.92' East: 2,269,187.75'

Segment# 6: Line

Course: N58°58'02"W Length: 25.18'

North: 14,901,737.90' East: 2,269,166.18'

Segment# 7: Line

Course: N5°48'30"W Length: 233.13'

North: 14,901,969.84' East: 2,269,142.58'

Segment# 8: Line

Course: N88°44'04"W Length: 147.64'

North: 14,901,973.10' East: 2,268,994.98'

Segment# 9: Line

Course: N1°15'56"E Length: 192.67'

North: 14,902,165.72' East: 2,268,999.24'

Segment# 10: Line

Course: N88°44'04"W Length: 174.04'

North: 14,902,169.57' East: 2,268,825.24'

Segment# 11: Line

Course: N1°15'56"E Length: 130.00'

North: 14,902,299.53' East: 2,268,828.11'

Segment# 12: Line

Course: S88°44'04"E Length: 448.96'

North: 14,902,289.62' East: 2,269,276.96'

Segment# 13: Line  
Course: N15°47'32"E Length: 183.41'  
North: 14,902,466.11' East: 2,269,326.88'

Segment# 14: Line  
Course: S89°38'10"E Length: 313.77'  
North: 14,902,464.11' East: 2,269,640.64'

Perimeter: 3,976.69' Area: 603,230Sq.Ft.  
Error Closure: 0.01 Course: N16°56'39"E  
Error North : 0.012 East: 0.004

Precision 1: 397,669.00







*First American Title*

# Commitment

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 121-2625534B

## COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### ***First American Title Insurance Company***

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American Title

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 121-2625534B

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company

Issuing Office: 5310 Kietzke Lane, Suite 100  
Reno, NV 89511-2043

Issuing Office's ALTA® Registry ID: 0002035

Commitment No.: 121-2625534B

Property Address: Vacant Land 552-210-22, Reno, NV 89507

Revision No.: Third Amended

**Inquiries Should Be Directed To:**

Keleigh Nava

Phone: (702)251-5350

Email: knava@firstam.com

Issuing Office File No.: 121-2625534B

### SCHEDULE A

1. Commitment Date: September 30, 2022 8:00 AM
2. Policies to be issued:
  - (a) ALTA Extended Owner's Policy  
Proposed Insured: Lemmon Drive Villas  
Proposed Policy Amount: \$1,504,000.00
3. The estate or interest in the Land described or referred to in this Commitment is

#### Fee

4. The Title is, at the Commitment Date, vested in: Brian J. Eddy and Dawn Marie Anderson, Trustees of the BDF Trust dated January 9, 2018, and any amendments thereto
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

By:  
Debbie M. Jackson  
Authorized Signatory

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American Title

## Schedule BI & BII

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 121-2625534B

Commitment No.: 121-2625534B

#### SCHEDULE B, PART I

##### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Releases(s) or Reconveyance(s) of Item(s): None
6. Other: None
7. You must give us the following information:
  - A. Any off record leases, surveys, etc.
  - B. Statement(s) of Identity, all parties.
  - C. Others: X

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

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

The following additional requirements, as indicated by "X", must be met:

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

8. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

9. An ALTA/NSPS survey of recent date, that complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as the Company may deem necessary.

10. The following LLC documentation is required from Lemmon Drive Villas.

- Prior to the close of escrow or the issuance of any policy of title insurance, we will require that a copy of the Corporate Resolutions for Lemmon Drive Villas be submitted to the Company for examination.
- Evidence of proper filing and good standing in the state of domicile as well as in the State of Nevada of Lemmon Drive Villas.

11. The following partnership documentation is required from :

12. The following documentation is required from corporation:

13. Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as the Company may deem necessary.

14. A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as the Company may deem necessary.

15. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

16. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the Land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
17. The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.
18. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
19. Financial statements from the appropriate parties must be submitted to the Company for review.
20. A copy of the construction contract must be submitted to the Company for review.
21. The Company reserves the right to perform an inspection of the Land to verify that there has been no commencement of work or delivery of materials involving either existing or new improvements located on the Land.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American Title*

## Schedule BI & BII (Cont.)

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 121-2625534B

Commitment No.: 121-2625534B

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and that are not shown by the Public Records.
5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

#### **Exceptions 1-6 will be omitted on extended coverage policies**

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. Water rights, claims or title to water, whether or not shown by the Public Records.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
10. Any taxes that may be due as provided under NRS 361.4725.
11. Any unpaid charges due the Washoe County Sewer & Water District. Specific amounts may be obtained by calling the Washoe County Water Resources, Utility Services Division at P.O. Box 11130, Reno, NV 89520, (775) 954-4601.
12. Intentionally deleted.
13. Reservations and provisions as contained in Patent from the United States of America, recorded December 27, 1905, in [Book B, Page 87](#) of Patents, as Instrument No. 2880.  
  
Reservations and provisions as contained in Patent from the United States of America, recorded July 25, 1996, in [Book 4629, Page 833](#) of Official Records, as Instrument No. 2015071.
14. An easement for roadways 30' wide and incidental purposes in the document recorded February 27, 1963 in [Book 671, Page 365](#) as Instrument No. 378704 of Official Records.
15. An easement for electric power line and incidental purposes in the document recorded December 11, 1968 in [Book 360, Page 96](#) as Instrument No. 131715 of Official Records.
16. An easement for sanitary sewer facilities and incidental purposes in the document recorded April 17, 1985 in [Book 2156, Page 553](#) as Instrument No. 991162 of Official Records.
17. A document entitled "Deed Restriction Agreement between Camino Viejo Investments, LLC, and Washoe County" recorded May 04, 2004 as Instrument No. [3032850](#) of Official Records.
18. An easement for routing, installation, maintenance, improvement, service, operation and removal of wiring and equipment used and incidental purposes in the document recorded October 29, 2018 as Instrument No. [4862095](#) of Official Records.
19. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Tract Map #[5588](#) referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.
20. Matters as set forth on that certain ALTA/NSPS Survey made by American Surveying & Mapping, Inc. under Job No. 2113256-33239, dated April 6, 2022, as follows:
  - a. Overhead utility line along the Easterly boundary of said Land as shown thereon.
21. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
22. The lack of a right of access to and from the land.
23. Rights of parties in possession.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

24. Those taxes for the fiscal year July 1, 2022 through June 30, 2023, including any secured personal property taxes collected by the County Treasurer.

APN 552-210-22

<b>1st installment</b>	<b>\$ 214.61</b>	<b>DELINQUENT</b>
<b>2nd installment</b>	<b>\$ 212.74</b>	<b>DELINQUENT</b>
<b>3rd installment</b>	<b>\$ 212.74</b>	
<b>4th installment</b>	<b>\$ 212.73</b>	
<b>Total</b>	<b>\$ 852.82</b>	

**NOTE:**

Said taxes become a lien on July 1, 2022, each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2022.
- 2nd installment is due on the 1st Monday of October, 2022.
- 3rd installment is due on the 1st Monday of January, 2023.
- 4th installment is due on the 1st Monday of March, 2023.

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

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**INFORMATIONAL NOTES**

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the Land. First American Title Insurance Company expressly disclaims any liability for loss or damage that may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American Title*

Exhibit A

ISSUED BY

**First American Title Insurance Company**

File No: 121-2625534B

Issuing Office File Number:

The land referred to herein below is situated in the County of Washoe, State of Nevada, and described as follows:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 19 EAST, M.D.M., WASHOE COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL TWO (2) OF PARCEL MAP FOR BDF TRUST NO. [5588](#), ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON MARCH 24, 2022, AS FILE NO. [5288388](#) OF OFFICIAL RECORDS.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American Title*

# Commitment

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 121-2625534C

## COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### ***First American Title Insurance Company***

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American Title

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 121-2625534C

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company

Issuing Office: 5310 Kietzke Lane, Suite 100  
Reno, NV 89511

Issuing Office's ALTA® Registry ID:

Commitment No.: 121-2625534C

Property Address: Vacant Land 552-210-21, Reno, NV

Revision No.: Second Amendment

**Inquiries Should Be Directed To:**

Keleigh Nava

Phone: (702)251-5350

Email: knava@firstam.com

Issuing Office File No.: 121-2625534C

### SCHEDULE A

1. Commitment Date: October 05, 2022 8:00 AM
2. Policies to be issued:
  - (a) ALTA Extended Owner's Policy  
Proposed Insured: To Be Determined  
Proposed Policy Amount: \$1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is

#### Fee

4. The Title is, at the Commitment Date, vested in: Lemmon Drive Villas Property LLC, a Delaware limited liability company
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

By:  
Debbie M. Jackson  
Authorized Signatory

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American Title

# Schedule BI & BII

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 121-2625534C

Commitment No.: 121-2625534C

### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Releases(s) or Reconveyance(s) of Item(s): 23
6. Other: NONE
7. You must give us the following information:
  - A. Any off record leases, surveys, etc.
  - B. Statement(s) of Identity, all parties.
  - C. Others: NONE

The following additional requirements, as indicated by "X", must be met:

8. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

9. An ALTA/NSPS survey of recent date, that complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as the Company may deem necessary.

10. The following LLC documentation is required from Lemmon Drive Villas Property LLC, a Delaware limited liability company.

- Prior to the close of escrow or the issuance of any policy of title insurance, we will require that copies of the Articles of Organization, the Operation Agreement and the Current Appointment of Manager of Lemmon Drive Villas Property LLC, a Delaware Limited Liability Company, be submitted to the Company for examination.

- Evidence of proper filing and good standing in the state of domicile as well as in the State of Nevada of Lemmon Drive Villas Property LLC, a Delaware limited liability company.

11. The following partnership documentation is required from :

12. The following documentation is required from corporation:

13. Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as the Company may deem necessary.

14. A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as the Company may deem necessary.

15. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

16. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the Land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

- 17. The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.
  
- 18. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
  
- 19. Financial statements from the appropriate parties must be submitted to the Company for review.
  
- 20. A copy of the construction contract must be submitted to the Company for review.
  
- 21. The Company reserves the right to perform an inspection of the Land to verify that there has been no commencement of work or delivery of materials involving either existing or new improvements located on the Land.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American Title*

## Schedule BI & BII (Cont.)

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 121-2625534C

Commitment No.: 121-2625534C

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and that are not shown by the Public Records.
5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

#### **Exceptions 1-6 will be omitted on extended coverage policies**

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. Water rights, claims or title to water, whether or not shown by the Public Records.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
10. Any taxes that may be due as provided under NRS 361.4725.
11. Any unpaid charges due the Washoe County Sewer & Water District. Specific amounts may be obtained by calling the Washoe County Water Resources, Utility Services Division at P.O. Box 11130, Reno, NV 89520, (775) 954-4601.
12. Reservations and provisions as contained in Patent from the United States of America, recorded December 27, 1905, in Book B, Page 87 of Patents, as Instrument No. [2880](#).

Reservations and provisions as contained in Patent from the United States of America, recorded July 25, 1996, in Book 4629, Page 833 of Official Records, as Instrument No. [2015071](#).

13. An easement for roadways 30' wide and incidental purposes in the document recorded February 27, 1963 in Book 671, Page 365 as Instrument No. [378704](#) of Official Records.
14. An easement for electric power line and incidental purposes in the document recorded December 11, 1968 in Book 360, Page 96 as Instrument No. [131715](#) of Official Records.
15. An easement for underground gas pipeline, together with the necessary or convenient appurtenances and incidental purposes in the document recorded February 10, 1977 in Book 1051, Page 456 as Instrument No. [448707](#) of Official Records.
16. An easement for sanitary sewer facilities and incidental purposes in the document recorded April 17, 1985 in Book 2156, Page 553 as Instrument No. [991162](#) of Official Records.
17. An easement for right-of-way and incidental purposes in the document recorded December 13, 2000 as Instrument No. [2507326](#) of Official Records.
18. A document entitled "Deed Restriction Agreement between Camino Viejo Investments, LLC, and Washoe County" recorded May 04, 2004 as Instrument No. [3032850](#) of Official Records.
19. An easement for routing, installation, maintenance, improvement, service, operation and removal of wiring and equipment used and incidental purposes in the document recorded October 29, 2018 as Instrument No. [4862095](#) of Official Records.
20. A temporary easement for roadway and incidental purposes in the document recorded April 22, 2021 as Instrument No. [5170468](#) of Official Records.
21. Survey prepared by American Surveying & Mapping, Inc., dated April 06, 2022, under Job No. 2113256-33239, shows the following:
  - a. Overhead utility line along a portion of the most Easterly boundary of said Land, as shown thereon.
  - b. A 20' by 5' guy anchor easement located over a portion of the most Easterly boundary of said Land as shown thereon and as set forth in document recorded as Instrument No. [131704](#) of Official Records.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

22. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Parcel Map No. [5588](#) referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.
23. A Deed of Trust to secure an original indebtedness of \$5,600,000.00 recorded April 29, 2022 as Instrument No. [5299539](#) of Official Records.  
 Dated: April 28, 2022  
 Trustor: Lemmon Drive Villas Property LLC, a Delaware limited liability company  
 Trustee: First American Title Insurance Company  
 Beneficiary: Colorado Federal Savings Bank
24. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
25. Rights of parties in possession.
26. The terms and provisions contained in the document entitled "Retail Water Service Area Annexation Agreement" recorded August 29, 2022 as [5329304](#) of Official Records.
27. Intentionally deleted.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**INFORMATIONAL NOTES**

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the Land. First American Title Insurance Company expressly disclaims any liability for loss or damage that may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

**NOTE:** Taxes for the fiscal year July 1, 2022 through June 30, 2023, including any secured personal property taxes collected therewith.

APN 552-210-21  
Total tax: \$1,343.68 (Paid)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American Title*

Exhibit A

ISSUED BY

**First American Title Insurance Company**

File No: 121-2625534C

Issuing Office File Number: commitment only

The land referred to herein below is situated in the County of Washoe, State of Nevada, and described as follows:

PARCEL 1 OF PARCEL MAP FOR BDF TRUST NO. [5588](#), ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON MARCH 24, 2022, AS FILE NO. [5288388](#) OF OFFICIAL RECORDS.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.