

Community Services Department

Planning and Building

TENTATIVE PARCEL MAP

(see page 6)

PARCEL MAP WAIVER

(see page 11)

APPLICATION



Community Services Department
Planning and Building
1001 E. Ninth St., Bldg. A
Reno, NV 89512-2845

Telephone: 775.328.6100

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.

Project Information		Staff Assigned Case No.: _____	
Project Name: Parcel Map for O'Sullivan Family Trust			
Project Description: A division of parcel A as shown on Parcel Map No. 5116 into three parcels.			
Project Address: 2450 RHODES RD.			
Project Area (acres or square feet): 19.56 AC.			
Project Location (with point of reference to major cross streets AND area locator): Being a parcel to the east of Rhodes Rd. & north of Willomonte Rd.			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
050-571-01	19.56		
Indicate any previous Washoe County approvals associated with this application: Case No.(s).			
Applicant Information (attach additional sheets if necessary)			
Property Owner:		Professional Consultant:	
Name: O'Sullivan Family Trust		Name:	
Address: 2450 Rhodes Rd.		Address:	
Washoe County, NV Zip: 89521		Zip:	
Phone: Fax:		Phone: Fax:	
Email: nevadalo@msn.com		Email:	
Cell: Other:		Cell: Other:	
Contact Person: Lisa O'sullivan		Contact Person:	
Applicant/Developer:		Other Persons to be Contacted:	
Name: MST Surveying Inc.		Name:	
Address: 15506 Quicksilver Dr.		Address:	
Reno, NV Zip: 89511		Zip:	
Phone: 775-544-7817 Fax:		Phone: Fax:	
Email: mike@mstsurveying.com		Email:	
Cell: Other:		Cell: Other:	
Contact Person: Mike Talonen		Contact Person:	
For Office Use Only			
Date Received: Initial:		Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

Tentative Parcel Map Application Supplemental Information

(All required information may be separately attached)

1. What is the location (address or distance and direction from nearest intersection)?

2450 Rhodes Rd. Property begins 243' north of Willomonte Rd.

- a. Please list the following:

APN of Parcel	Land Use Designation	Existing Acres
050-571-01	Single Family Residence	19.56

2. Please describe the existing conditions, structures, and uses located at the site:

Land has two housing structures, one detached garage & open space

3. What are the proposed lot standards?

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Proposed Minimum Lot Area	12.9	3.87	2.7	
Proposed Minimum Lot Width	314	302	213	

4. For parcel with split zoning what is the acreage/square footage of each zoning in the new parcels?

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Proposed Zoning Area				
Proposed Zoning Area				

5. Was the parcel or lot that is proposed for division created (recorded) within the last 5 years? (If yes, public review of the parcel map will be required. See Planning and Building staff for additional materials that are required to be submitted.)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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6. Utilities:

a. Sewer Service	Septic
b. Electrical Service/Generator	NV Energy
c. Water Service	Well

7. Please describe the source of the water facilities necessary to serve the proposed tentative parcel map:

- a. Water System Type:

<input checked="" type="checkbox"/> Individual wells		
<input type="checkbox"/> Private water	Provider:	
<input type="checkbox"/> Public water	Provider:	

b. Available:

<input checked="" type="checkbox"/> Now	<input checked="" type="checkbox"/> 1-3 years	<input type="checkbox"/> 3-5 years	<input type="checkbox"/> 5+ years
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c. Washoe County Capital Improvements Program project?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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8. What sewer services are necessary to accommodate the proposed tentative parcel map?

a. Sewage System Type:

<input checked="" type="checkbox"/> Individual septic	NA
<input type="checkbox"/> Public system	Provider: NA

b. Available:

<input checked="" type="checkbox"/> Now	<input checked="" type="checkbox"/> 1-3 years	<input type="checkbox"/> 3-5 years	<input type="checkbox"/> 5+ years
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c. Washoe County Capital Improvements Program project?

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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9. For most uses, the Washoe County Code, Chapter 110, Article 422, Water and Sewer Resource Requirements, requires the dedication of water rights to Washoe County when creating new parcels. Please indicate the type and quantity of water rights you have available should dedication be required:

a. Permit #	91218	acre-feet per year	4
b. Certificate #		acre-feet per year	
c. Surface Claim #		acre-feet per year	
d. Other, #		acre-feet per year	

a. Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources):

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10. Does the property contain wetlands? (If yes, please attach a preliminary delineation map and describe the impact the proposal will have on the wetlands. Impacts to the wetlands may require a permit issued from the U.S. Army Corps of Engineers.)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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11. Does property contain slopes or hillsides in excess of 15 percent and/or significant ridgelines? (If yes, and this is the second parcel map dividing this property, Article 424, Hillside Development of the Washoe County Development Code will apply.)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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12. Does property contain geologic hazards such as active faults; hillside or mountainous areas; is it subject to avalanches, landslides, or flash floods; is it near a water body, stream, Significant Hydrologic Resource as defined in Article 418, or riparian area such as the Truckee River, and/or an area of groundwater recharge

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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13. Does the tentative parcel map involve common open space as defined in Article 408 of the Washoe County Development Code? (If so, please identify all proposed non-residential uses and all the open space parcels.)?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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14. If private roads are proposed, will the community be gated? If so, is a public trail system easement provided through the subdivision?

NA

15. Are there any applicable policies of the adopted area plan in which the project is located that require compliance? If so, which policies and how does the project comply.

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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16. Are there any applicable area plan modifiers in the Development Code in which the project is located that require compliance? If so, which modifiers and how does the project comply?

NA

17. Is the project subject to Article 418, Significant Hydrologic Resources? If yes, please address Special Review Considerations within Section 110.418.30 in a separate attachment.

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, include a separate set of attachments and maps.
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Grading

Please complete the following additional questions if the project anticipates grading that involves: (1) Disturbed area exceeding twenty-five thousand (25,000) square feet not covered by streets, buildings and landscaping; (2) More than one thousand (1,000) cubic yards of earth to be imported and placed as fill in a special flood hazard area; (3) More than five thousand (5,000) cubic yards of earth to be imported and placed as fill; (4) More than one thousand (1,000) cubic yards to be excavated, whether or not the earth will be exported from the property; or (5) If a permanent earthen structure will be established over four and one-half (4.5) feet high. If your project exceeds any of the above criteria, you shall either provide a preliminary grading and roadway design plan for review OR if these criteria are exceeded with the final construction drawings and not disclosed at the Tentative Parcel Map Application, you shall be required to apply for a special use permit for grading and you will be delayed up to three months, if approved.

18. How many cubic yards of material are you proposing to excavate on site?

NA

19. How many cubic yards of material are you exporting or importing? If exporting of material is anticipated, where will the material be sent? If the disposal site is within unincorporated Washoe County, what measures will be taken for erosion control and revegetation at the site? If none, how are you balancing the work on-site?

NA

20. Can the disturbed area be seen from off-site? If yes, from which directions, and which properties or roadways? What measures will be taken to mitigate their impacts?

NA

21. What is the slope (Horizontal/Vertical) of the cut and fill areas proposed to be? What methods will be used to prevent erosion until the revegetation is established?

2:1 Slopes with riprap and erosion control

22. Are you planning any berms and, if so, how tall is the berm at its highest? How will it be stabilized and/or revegetated?

No

23. Are retaining walls going to be required? If so, how high will the walls be, will there be multiple walls with intervening terracing, and what is the wall construction (i.e. rockery, concrete, timber, manufactured block)? How will the visual impacts be mitigated?

No

24. Will the grading proposed require removal of any trees? If so, what species, how many, and of what size?

No

25. What type of revegetation seed mix are you planning to use and how many pounds per acre do you intend to broadcast? Will you use mulch and, if so, what type?

NA

26. How are you providing temporary irrigation to the disturbed area?

NA

27. Have you reviewed the revegetation plan with the Washoe Storey Conservation District? If yes, have you incorporated their suggestions?

NA

28. Surveyor:

Name	Michael Talonen
Address	15506 Quicksilver Dr. Reno, NV
Phone	775-544-7817
Cell	
E-mail	mike@mstsurveying.com
Fax	
Nevada PLS #	19567

**Parcel Map Waiver Application
Supplemental Information**
(All required information may be separately attached)

1. Identify the public agency or utility for which the parcel is being created:

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- a. If a utility, is it Public Utility Commission (PUC) regulated?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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2. What is the location (address or distance and direction from nearest intersection)?

2540 Rhodes Rd.

- a. Please list the following:

APN of Parcel	Land Use Designation	Existing Acres
050-571-01	Single Family Residence	

3. Please describe:

- a. The existing conditions and uses located at the site:

Two housing structures, one detached garage, & open space

- b. The existing conditions and uses in the vicinity to the north, south, east and west (i.e. vacant land, roadways, buildings, etc.):

North	Chance Ln.
South	Willomonte Rd.
East	
West	Rhodes Rd.

4. What are the proposed lot standards?

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Proposed Minimum Lot Area	12.9	3.87	2.7	
Proposed Minimum Lot Width	314	302	233	

5. Utilities:

a. Sewer Service	Septic
b. Electrical Service/Generator	NV Energy
c. Water Service	Well

6. Please describe the source and timing of the water facilities necessary to serve the proposed waiver.

a. Water System Type:

<input checked="" type="checkbox"/> Individual wells		
<input type="checkbox"/> Private water	Provider:	
<input type="checkbox"/> Public water	Provider:	

b. Available:

<input checked="" type="checkbox"/> Now	<input checked="" type="checkbox"/> 1-3 years	<input type="checkbox"/> 3-5 years	<input type="checkbox"/> 5+ years
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c. If a public facility is proposed and is currently not listed in the Washoe County Capital Improvements Program and not available, please describe the funding mechanism for ensuring availability of water service:

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7. What is the nature and timing of sewer services necessary to accommodate the proposed waiver?

a. Sewage System Type:

<input checked="" type="checkbox"/> Individual septic		
<input type="checkbox"/> Public system	Provider:	

b. Available:

<input checked="" type="checkbox"/> Now	<input checked="" type="checkbox"/> 1-3 years	<input checked="" type="checkbox"/> 3-5 years	<input type="checkbox"/> 5+ years
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c. Washoe County Capital Improvements Program project?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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d. If a public facility is proposed and is currently not listed in the Washoe County Capital Improvements Program and not available, please describe the funding mechanism for ensuring availability of sewer service. If a private system is proposed, please describe the system and the recommended location(s) for the proposed facility:

NA

8. Please describe whether any of the following natural resources are related to the proposed waiver:

a. Property located in the FEMA 100-year floodplain?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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Explanation:

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b. Does property contain wetlands? (If yes, please attach a preliminary delineation map and describe the impact the proposal will have on the wetlands. Impacts to the wetlands may require a permit issued from the U.S. Army Corps of Engineers.)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------------------	--

Explanation:

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- c. Does property contain slopes or hillsides in excess of 15 percent and/or significant ridgelines? (If yes, and this is the second parcel map dividing this property, Article 424, Hillside Development of the Washoe County Development Code will apply.)

<input type="checkbox"/> Yes, the Hillside Ordinance applies.	<input checked="" type="checkbox"/> No, it does not.
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Explanation:

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9. Surveyor:

Name	Michael Talonen
Address	15506 Quicksilver Dr. Reno, NV
Phone	775-544-7817
Fax	
Nevada PLS #	19567

THIS IS TO CERTIFY THAT THE UNDERSIGNED, OSULLIVAN FAMILY TRUST IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAN AND HAS CONSENTED TO THE PREPARATION AND RECORATION OF THIS PLAN AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.A.S. CHAPTER 27B, WHICH PROVIDES THAT THE PUBLIC UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY GRANTED, HEREBY GRANTS TO ALL PUBLIC UTILITIES PERMANENT EASEMENTS SHOWN ON THIS PLAN.

DATE _____

LISA O'SULLIVAN _____

IN THIS _____ DAY OF _____, 2025, PATRICK S. O'SULLIVAN DID PERSONALLY APPEAR BEFORE ME AND UPON DO DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT IN WITNESS WHEREOF, I HEREINTO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

STATE OF _____ S.S.
COUNTY OF _____

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this _____ day of _____, 2023.

TAX CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THE LAND SHOWN HEREON FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO NRS 361A.260.

DISTRICT BOARD OF HEALTH CERTIFICATE

THIS MAP IS APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES. THIS MAP HAS BEEN FOUND TO MEET ALL APPLICABLE REQUIREMENTS AND PROVISIONS OF THE ENVIRONMENTAL HEALTH SERVICES DIVISION OF THE WASHOE COUNTY HEALTH DISTRICT.

DATE _____

FOR THE DISTRICT BOARD OF HEALTH _____

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THE OWNERS SHOWN HEREON ARE THE OWNERS OF RECORD OF SAID LAND; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS AND THERE ARE NO LENDS OF RECORD AGAINST THE OWNERS FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES COLLECTED AS TAXES OR SPECIAL ASSESSMENTS EXCEPT AS SHOWN BELOW:

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED UTILITY COMPANIES. ALL PUBLIC UTILITY EASEMENTS INCLUDE CATV & TRUCKEE MEADOWS

CHARTER COMMUNICATIONS

THE FINAL PARCEL MAP CASE NO. WTP020-0014 MEETS ALL APPLICABLE STATUTES, ORDINANCES AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP AND ITS CONDITIONS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, AND THOSE CONDITIONS HAVE BEEN SATISFIED FOR RECORDATION OF THIS MAP. THE OFFENSE OF DEDICATION IS REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NEVADA REVISED STATUTE CHAPTER 278.

THIS FINAL MAP IS APPROVED AND ACCEPTED THIS _____ DAY OF _____, 20____, BY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DIVISION OF WASHOE COUNTY, NEVADA, IN ACCORDANCE WITH THE NEVADA REVISED STATUTES 78.471 THROUGH 278.4725.

DATE _____

THE PROJECT / DEVELOPMENT DEPICTED ON THIS MAP IS IN CONFORMANCE WITH THE PROVISIONS OF ARTICLE 422 OF WASHOE COUNTY CHAPTER 110 (DEVELOPMENT CODE).

DATE _____

TOTAL AREA 19.56 ACRES

PARCEL MAP
FOR
O'SULLIVAN FAMILY TRUST

A DIVISION OF PARCEL A OF PARCEL MAP NO. 5116 SITUATE IN THE SOUTHWEST
1/4 OF SECTION 3, T17N, E20E, MDM

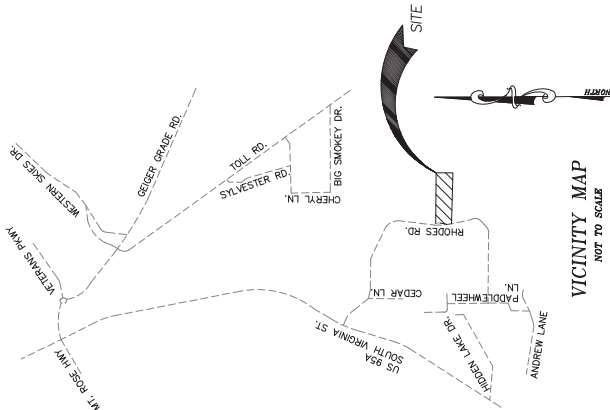
WASHOE COUNTY

775) 544-7817 ■ (775) 677-8408 Fax ■ mts1surveying@hotmail.com

MST Surveying

TURVEYORS

15506 QUICKSILVER DRIVE RENO, NEVADA 89511
(775) 544-7817 • (775) 677-8408 Fax • mstsurveying@hotmail.com



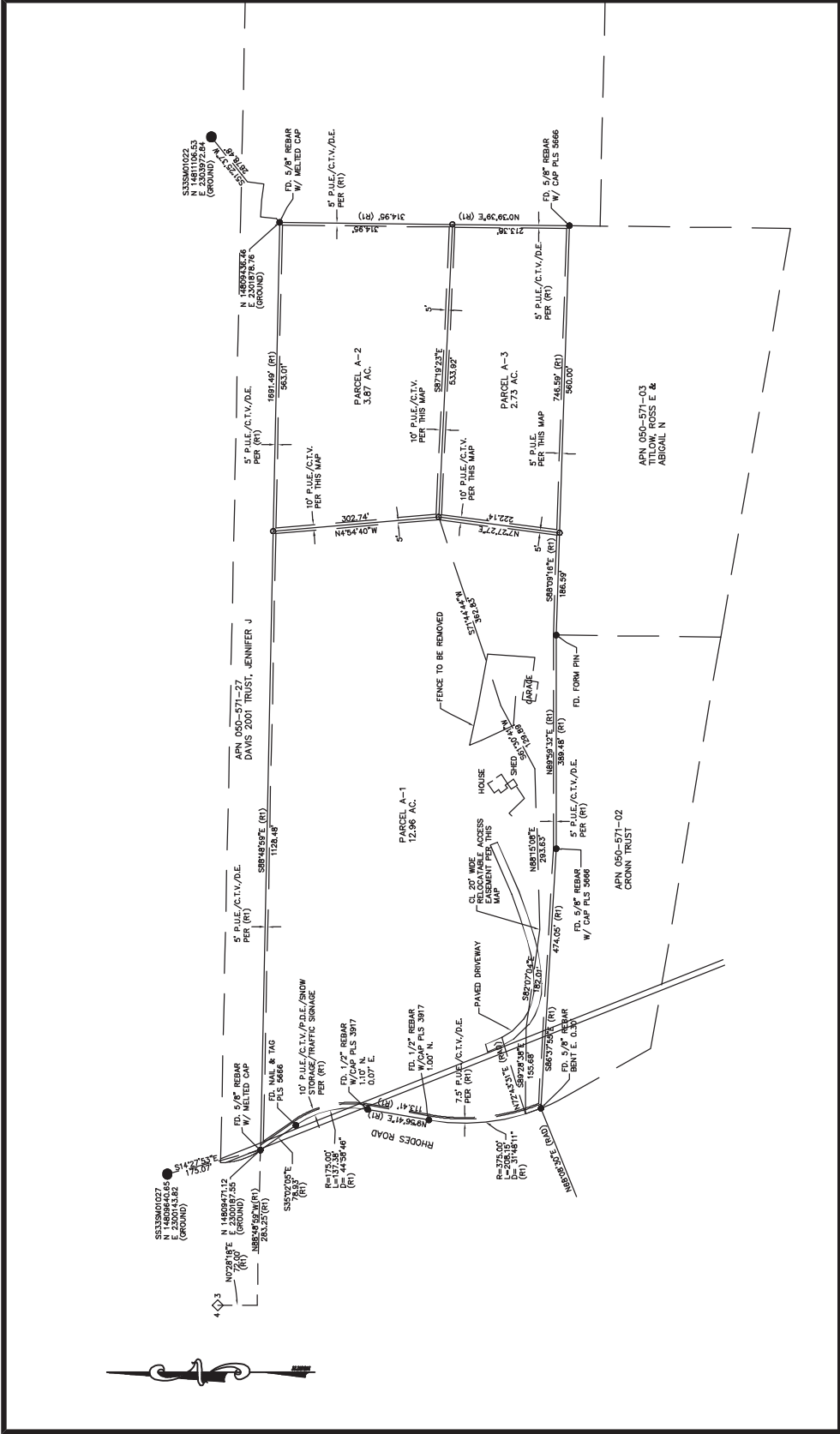
THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER
DIRECT SUPERVISION AT THE INSTANCE OF O'SULLIVAN FAMILY TRUST.

- THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 246 OF THE NEVADA ADMINISTRATIVE CODE.



OWEL TALONEN (PLS) _____ DATE _____
 No. 19961 _____
 EXP. 06/30/2026

1300 100000 000000



APN 050-571-01		SCALE: 1"=300'
SITE PLAN		DRAWN BY: MT
WASHOE COUNTY, NEVADA		4-7-25
		25054.00
<div><div>MST Surveying</div><div>SURVEYORS</div><div>15506 Quicksilver Drive Reno, Nevada 89511 (775) 544-7817 • (775) 877-9408 Fax • mstsurveying@hotmail.com</div></div>		



PRELIMINARY REPORT

Title Officer: Shon Morton Title No.: 511620

Escrow Officer: Christine Adams

Escrow No.: 511620

Rate: Standard

Property Address: 2450 Rhodes Road, Reno, NV 89521

Effective Date: March 13, 2025 @ 7:30 AM

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

ALTA Owner's 2021 Policy

ALTA Loan 2021 Policy

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

FEE as to Parcel 1

EASEMENT as to Parcel 2

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

Patrick S. O'Sullivan and Lisa F. O'Sullivan, Trustees of the O'Sullivan Family Trust dated December 15, 2003

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

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


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

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

*The policy(s) of title insurance is to be issued hereunder will be policy(s) of **Old Republic National Title Insurance Company**.*

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

A handwritten signature in black ink that reads "Shon Morton". The signature is written in a cursive, flowing style.

Shon Morton
Senior Title Officer

LEGAL DESCRIPTION

EXHIBIT "A"

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

PARCEL 1:

Parcel A as shown on Parcel Map No. 5116, for Bruce William Marr 1994 Trust, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on March 4, 2014, as File No. 4331665, of Official Records.

PARCEL 2:

An access easement 50 feet in width, as shown in the Grant, Bargain, Sale Deed, recorded May 6, 1994, as Document No. 1794911, of Official Records.

APN: 050-571-01

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

1. (a) Taxes or assessments that are shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records: (b) proceedings by a public agency that may result in taxes or assessments, or notices or 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 inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, of adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Real estate taxes or special assessments for the year(s): 2024-2025
 Pay current the Real Estate Taxes or Special Assessments for the year(s): 2024-2025
 Assessor's Parcel No.: 050-571-01
 Total: \$10,675.68
 First Installment: \$2,670.45, due August 19, 2024, PAID
 Second Installment: \$2,668.41, due October 7, 2024, PAID
 Third Installment: \$2,668.41, due January 6, 2025, PAID
 Fourth Installment: \$2,668.41, due March 3, 2025, PAID
7. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of Nevada Revised Statutes.
8. Any possible delinquent or outstanding municipal city liens or assessments for contract service provided by the City of Reno or the County of Washoe to said land by reason of being within the incorporated boundaries of Reno, Nevada, which is subject to its city charter and mandatory rules and regulations.
9. 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, (775) 954-4601.
10. Water rights, claims or title to water, whether or not disclosed by the public records.
11. Liens for delinquent garbage fees, if it is determined that the same has attached to said premises, pursuant to Nevada Revised Statutes Section 444.520.
12. Reservations and provisions as contained in Patent from the United States of America, recorded September 17, 1877, in Book "A" of Patent Records, Page 212, of Official Records.
13. Reservation as set forth in the deed from the Central Pacific Railroad Company to A.C. Neilson, recorded March 27, 1895 in Book 18, Page 4 of Deeds, Washoe County, Nevada Records.
14. An easement for rights of way for existing ditches, pole lines, county roads and incidental purposes, recorded December 7, 1936, in Book No. 107, Page 451 of Deed Records as Instrument No. 76160, of Official Records.
 In Favor of: Southern Pacific Land Company to Henry C. Neilson, et al
15. An easement for either or both pole lines, conduits and incidental purposes, recorded November 26, 1941, in Book No. N, Page 417 of Bonds & Agreements, as Instrument No. 99864, of Official Records.
 In Favor of: Sierra Pacific Power Company

16. EASEMENTS, RESERVATIONS, PROVISIONS, RELINQUISHMENTS, RECITALS, CERTIFICATES AND DEDICATIONS as provided for or delineated on DIVISION OF LAND MAP NO. 158, recorded September 11, 1950, as Document No. 188031, of Official Records.
17. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to:	Bell Telephone Company and Sierra Pacific Power Company
Purpose:	Utility Facility and incidental matters
Recorded:	January 27, 1977
Instrument No.	<u>446228</u> , of Official Records.
18. Deed of Easement by and between, Bryce Rhodes et al and Anne Louise Cantlon, as Trustee under the Anne Louise Cantlon Trust Agreement, recorded May 3, 1994, as Document 1793203, of Official Records.
19. Access Easement contained in Grant, Bargain, Sale Deed from Anne Louise Cantlon, as Trustee under the Anne Louise Cantlon Trust Agreement, recorded May 3, 1994 to Bruce W. Marr, recorded May 6, 1994, as Document No. 1794911, of Official Records.
20. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to:	Sierra Pacific Power Company
Purpose:	Utility Facilities and incidental matters
Recorded:	September 15, 1994
Instrument No.	<u>1833431</u> , of Official Records.
21. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to:	Bruce William Marr 1994 Trust
Purpose:	Access Easement
Recorded:	September 4, 1997
Instrument No.	<u>2131928</u> , of Official Records.
22. Easements for the purposes shown and rights incidental thereto as delineated or offered for dedication, on Parcel Map No. 3424, for Bruce William Marr 1994 Trust, recorded September 9, 1998, as Document No. 2251429, of Official Records.
23. Reservations and Easements as contained in Document, recorded April 8, 2002, as Document No. 2674435, of Official Records.
24. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to:	Sierra Pacific Power Company
Purpose:	Utility Facilities
Recorded:	April 25, 2006
Instrument No.	<u>3378631</u> , of Official Records.
25. Easements for the purposes shown and rights incidental thereto as delineated or offered for dedication, on 2nd Merger and Resubdivision Parcel Map No. 5116, for Bruce William Marr 1994 Trust, recorded March 4, 2014, as Document No. 4331665, of Official Records.
26. Declaration of Homestead, recorded January 3, 2020, as Document No. 4988470, of Official Records.
27. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact your escrow officer immediately for further review prior to closing.
28. A complete and Executed copy of the O'Sullivan Family Trust dated December 15, 2003, and any Supplements and/or Amendments thereto, together with a Statement that the trust has not been revoked or otherwise terminated, be furnished to this company for examination.

This company reserves the right to make additional exceptions and/or requirements upon review of either of the above.

END OF ITEMS

NOTES

NOTE: There is located on said land a Single-Family Residence, known as 2450 Rhodes Road, Reno, NV 89521

NOTE: The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 24 months of the effective date of this commitment.

None

ATTACHMENT ONE (continued)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is

afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

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

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations.This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to

the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**ATTACHMENT ONE
(continued)
EXCEPTIONS FROM COVERAGE**

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy, or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

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

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations.

This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**ATTACHMENT ONE
(continued)**

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. Land division
 - f. environmental protectionThis Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14	1.00% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18	1.00% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ATTACHMENT ONE
(continued)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (this paragraph does limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or

(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.

5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.

6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.

7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.

8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:

(a) The time of the advance; or

(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.

9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

PRIVACY POLICY NOTICE

Purpose of Notice:

Old Republic National Title Insurance Company and Signature Title Company LLC respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

Information we receive from you or your authorized representative on applications and forms, and in other communications to us;

Information about your transactions with us, our affiliated companies, or others;

Information from consumer or other reporting agencies.

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes:

This notice may be revised in accordance with applicable privacy laws.