



Parcel Map Review Committee Staff Report

Meeting Date: January 12, 2023

Agenda Item: 7A

AMENDMENT OF CONDITIONS CASE NUMBER:

WAC22-0011 for WTPM21-0022 (BDF Trust)

BRIEF SUMMARY OF REQUEST:

To correct a mapping error of approved tentative parcel map WTPM21-0022

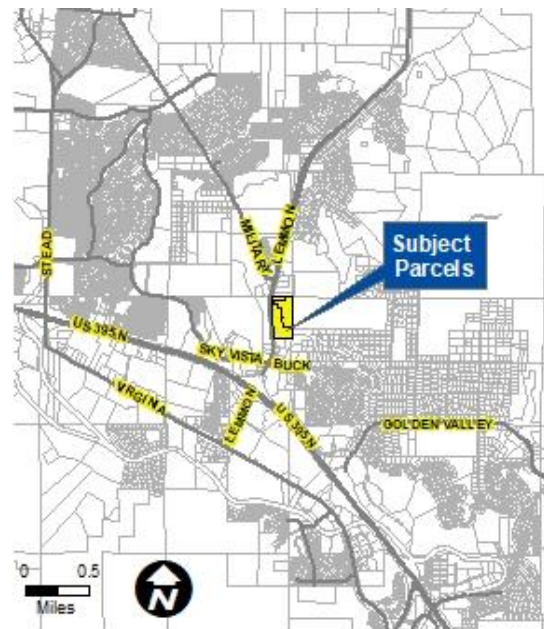
STAFF PLANNER:

Julee Olander, Planner
Phone Number: 775.328.3627
E-mail: jolander@washoecounty.gov

CASE DESCRIPTION

For hearing, discussion, and possible action to amend approved Tentative Parcel Map WTPM21-0022, which was finalized and recorded on April 22, 2021, to correct an error in the boundary line along the west side of Parcel 1, being the easterly right-of-way (ROW) of Lemmon Drive. This adjustment reduces the size of Parcel 1 by ±15,149 SF which is included in Lemon Drive ROW. Also, to re-configure the property line between the two parcels. The acreage will change for Parcel 1 from ±18.57 acres to ±18.09 acres and Parcel 2 from ±13.85 acres to ±14.33 acres.

Applicant/Property Owner:	Lemmon Drive Villas Property, LLC
Location:	650 feet south of Lemmon Dr. & Military Rd.
APN:	552-210-21 & 552-210-22
Parcel Size:	18.56 & 13.85 acres
Master Plan:	Null
Regulatory Zone:	Medium Density Suburban (MDS)
Area Plan:	North Valleys
Development Code:	Authorized in Article 606, Parcel Maps
Commission District:	5 – Commissioner Herman



Vicinity Map

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

POSSIBLE MOTION

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Washoe County Parcel Map Review Committee approve Amendment of Conditions Case Number WAC22-0011 for Lemmon Drive Villas Property, LLC & BDF Trust, with the conditions included as Exhibit A with the staff report, and make the determination that the following criteria is or will be adequately provided for pursuant to Washoe County Code, Section 110.606.30(e).

(Motion with Findings on Page 7)

**WAC22-0011 (WTPM21-0022)
BDF TRUST PM**

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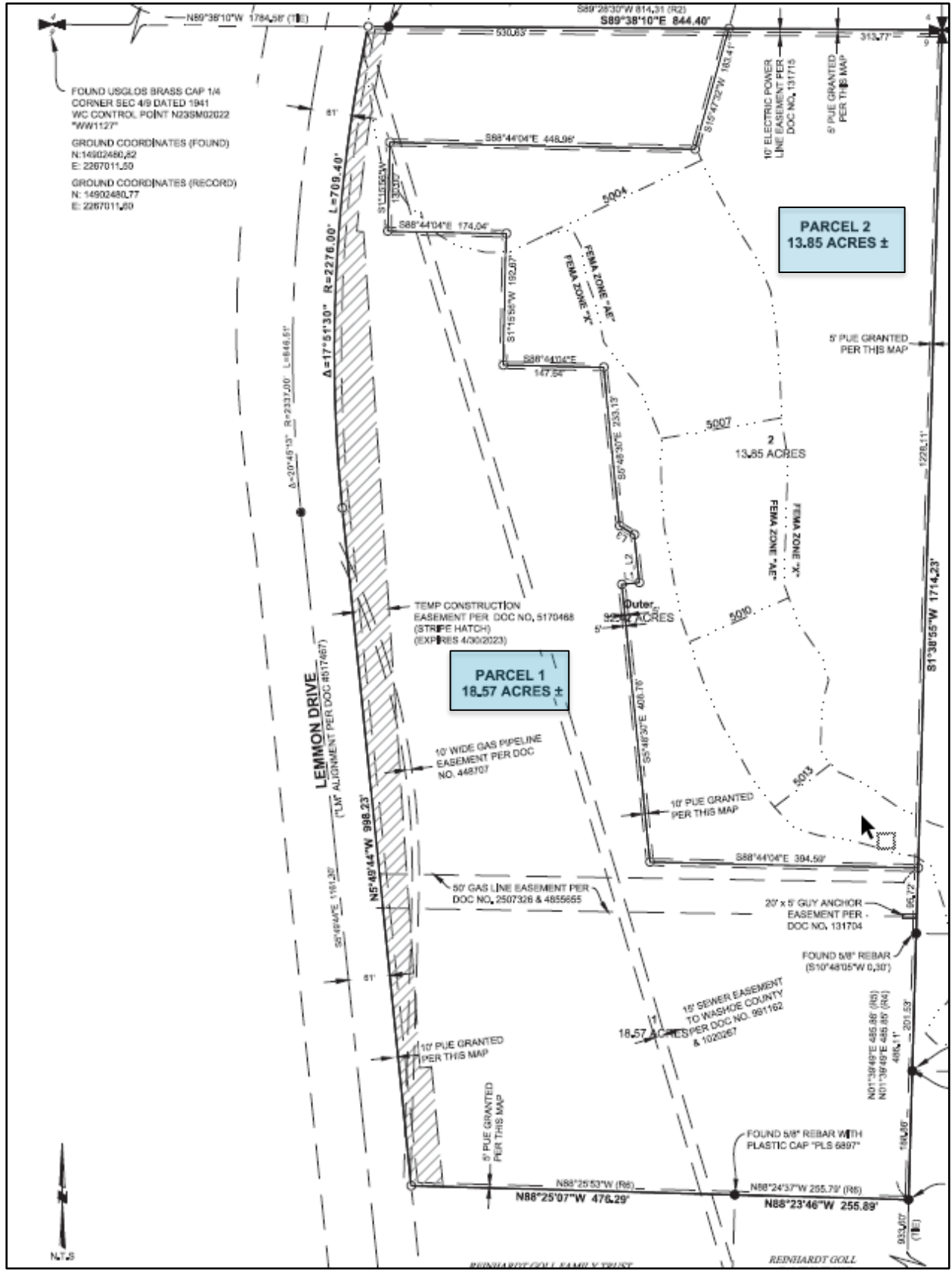
Amendment of Conditions

An amendment of conditions application is necessary in order to amend an approved discretionary permit or to change a condition(s) of such permit, such as a special use permit, a variance, an abandonment of an easement or a tentative parcel map. Some examples of why an amendment of conditions application is submitted are listed below:

- Change in operating hours
- Physical expansion or adjustment
- Extend the expiration date of the discretionary permit
- Extend the time to complete phases of the approved project

The amendment of conditions request is required to be heard by the same board that approved the original application and only the specific amendment may be discussed and considered for approval. The amendment of conditions application is processed in the same manner as the original discretionary permit application, including a public hearing, noticing, agency review and analysis, and satisfying the required findings. If the Parcel Map Review Committee grants an approval of the amendment of conditions request, an amended Action Order is created along with amended conditions of approval.

The amended conditions of approval for Tentative Parcel Map Case Number WTPM21-0022 (BDF Trust) are attached to this staff report and will be included with the amended action order if approved by the Parcel Map Review Committee.

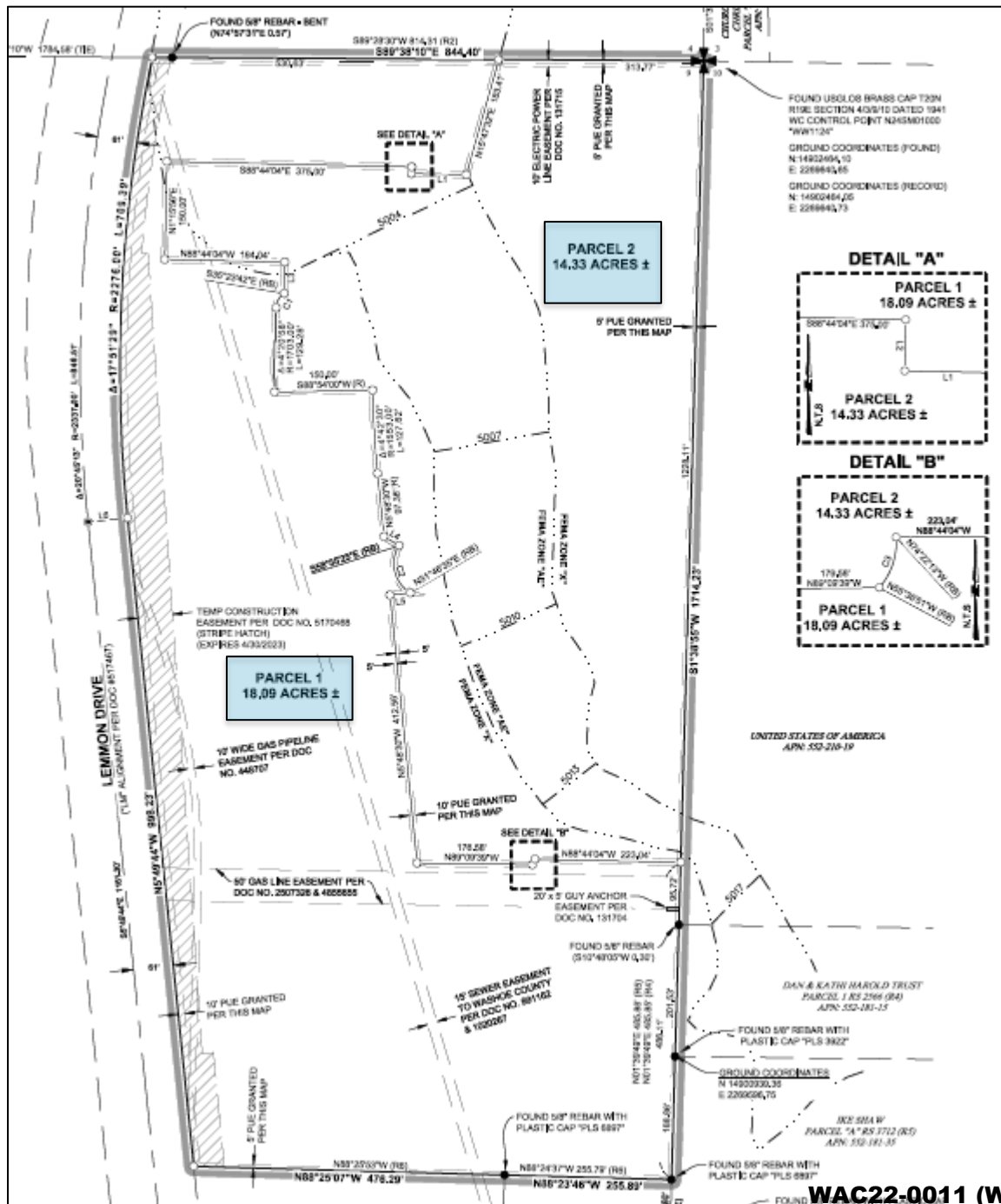


Site Plan

WAC22-0011 (WTPM21-0022)
BDF TRUST PM

Evaluation of Amendment Request

Tentative parcel map WTPM21-0022 was approved on January 29, 2022, to divide one ±32.76 acre parcel into two parcels of ±18.57 acres and ±13.85 acres. Following the recordation of the final parcel map the applicant recognized that a dedication along Lemmon Drive to the Regional Transportation Commission (RTC) was not shown on the recorded map. The applicant is requesting to amend the approved map to correct this error. A small area of ±0.35 acres (±15,149 SF) that was omitted would be removed from Parcel 1. The applicant states the location is, “The west line of our property is the east line of Lemmon Drive.” The applicant is asking for a further correct of the property line between Parcel 1 and 2. The new configuration would decrease Parcel 1 acreage to ±18.09 acres and increase Parcel 2 to ±14.33 acres (see the map below, with Detail A & B).



Reviewing Agencies

The following agencies/individuals received a copy of the project application for review and evaluation.

Agencies	Sent to Review	Responded	Provided Conditions	Contact
Washoe County Engineering & Capital Projects	X	X		Robert Wimer, rwimer@washoecounty.gov
Washoe County Land Development (All Apps)	X			
Washoe County Sewer	X			
Washoe County Surveyor (PMs Only)	X			
Washoe County Water Rights Manager (All Apps)	X	X		Timber Weiss, tweiss@washocounty.gov
WCHD Environmental Health	X	X		James English, jenglish@washoecounty.gov
TMFPD	X	X		Brittany Lemin, blemon@tmfpd.us
Regional Transportation Commission2	X			
Washoe-Storey Conservation District	X			
AT&T	X	X		Cliffird Cooper, cc2132@att.com
NV Energy	X			
Truckee Meadows Water Authority	X			

All conditions required by the contacted agencies can be found in Exhibit A, Conditions of Approval.

Staff Comment on Required Findings

WCC Section 110.606.30(e) requires that all of the following findings be made to the satisfaction of the Washoe County Parcel Map Review Committee before granting approval of the request. Staff has completed an analysis of the application and has determined that the proposal is in compliance with the required findings as follows.

- 1) General improvement considerations for all parcel maps including, but not limited to:
 - (i) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.
Staff Comment: *The proposed amendment will not impact environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, or sewage disposal. The application was reviewed by the appropriate agencies and no comments of concern were received.*
 - (ii) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the parcels of land being created.
Staff Comment: *The proposed amendment will not affect water service.*
 - (iii) The availability and accessibility of utilities.
Staff Comment: *The proposed amendment will not affect utilities.*

- (iv) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks.

Staff Comment: *The proposed amendment will not affect public services in the area.*

- (v) Conformity with the zoning ordinances and master plan.

Staff Comment: *The proposed amendment will conform to the zoning ordinances and master plan.*

- (vi) General conformity with the governing body's master plan of streets and highways.

Staff Comment: *The proposal is in conformance with the master plan of streets and highways. The application was reviewed by the appropriate agencies and no comments of concern were received.*

- (vii) The effect of the proposed division of land on existing public streets and the need for new streets or highways to serve the parcels of land being created.

Staff Comment: *The proposed amendment will not change the need for new streets or highways.*

- (viii) Physical characteristics of the land such as floodplain, slope and soil.

Staff Comment: *The proposed amendment will not affect floodplain, slope or soil. The application was reviewed by the appropriate agencies, including Washoe County Engineering and Capital Projects Division, and no comments of concern were received.*

- (ix) The recommendations and comments of those entities reviewing the tentative parcel map pursuant to NRS 278.330 and 278.348, inclusive.

Staff Comment: *All recommended conditions of approval have been included with the staff report. These sections of Nevada Revised Statutes deal with technical review of the map and were reviewed by appropriate agencies for health and utility considerations.*

- (x) The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.

Staff Comment: *The application was reviewed by Truckee Meadows Fire District (TMFPD) which provided no new comments or concerns.*

- (xi) Community antenna television (CATV) conduit and pull wire.

Staff Comment: *The proposed amendment will not affect community antenna television (CATV) conduit or pull wire services.*

- (xii) Recreation and trail easements.

Staff Comment: *The proposed amendment will not affect recreation or trail easements.*

Recommendation

Those agencies which reviewed the application recommended conditions in support of approval of the Amendment of Conditions request. Therefore, after a thorough review and analysis, Amendment of Conditions Case Number WAC22-0011 is being recommended for approval with conditions. Staff offers the following motion for the Washoe County Parcel Map Review Committee's consideration.

Motion

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Washoe County Parcel Map Review

Committee approve Amendment of Conditions Case Number WAC22-0011 for Lemmon Drive Villas Property, LLC & BDF Trust, with the conditions included as Exhibit A with the staff report, and make the determination that the following criteria is or will be adequately provided for pursuant to Washoe County Code, Section 110.606.30(e):

- 1) General improvement considerations for all parcel maps including, but not limited to:
 - i. Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
 - ii. The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the parcels of land being created;
 - iii. The availability and accessibility of utilities;
 - iv. The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks;
 - v. Conformity with the zoning ordinances and master plan;
 - vi. General conformity with the governing body's master plan of streets and highways;
 - vii. The effect of the proposed division of land on existing public streets and the need for new streets or highways to serve the parcels of land being created;
 - viii. Physical characteristics of the land such as floodplain, slope and soil;
 - ix. The recommendations and comments of those entities reviewing the tentative parcel map pursuant to NRS 278.330 and 278.348, inclusive;
 - x. The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands;
 - xi. Community antenna television (CATV) conduit and pull wire; and
 - xii. Recreation and trail easements.

Appeal Process

Parcel Map Review Committee action will be effective 10 calendar days after the written decision is filed with the Secretary to the Planning Commission and mailed to the applicant(s), unless the action is appealed to the Washoe County Board of County Commissioners, in which case the outcome of the appeal shall be determined by the Washoe County Board of County Commissioners. Any appeal must be filed in writing with the Planning and Building Division within 10 calendar days from the date the written decision is filed with the Secretary to the Planning Commission and mailed to the applicant(s).

Property Owner/ Applicant: Lemmon Drive Villas Property., LLC, Attn: Jim Idleman
jjidleman@laffertycommunities.com

Property Owner: BDF Trust., Attn: Brain Eddy
beddy@vandykmortgage.com

Consultants: CFA, Inc., Attn: Kevin German
kgerman@cfareno.com

WAC22-0011 (WTPM21-0022)
BDF TRUST PM



Amended Conditions of Approval

Amendment of Conditions Case Number WAC22-0011 for Parcel Map Permit
Case Number WTPM21-0022

The project approved under Amendment of Conditions Case Number WAC22-0011 for Tentative Parcel Map Permit Case Number WTPM21-0022 shall be carried out in accordance with the Amended Conditions of Approval granted by the Washoe County Parcel Map Review Committee on January 12, 2023 in addition to the Conditions of Approval approved by the Washoe County Parcel Map Review Committee in case number WTPM21-0022 on January 20, 2022. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable Codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

Unless otherwise specified, all conditions related to the amendment of conditions approval regarding the Parcel Map shall be met or financial assurance must be provided to satisfy the conditions of approval prior to issuance of a grading or building permit. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Building Division.

Compliance with the amended conditions of approval related to the Parcel Map is the responsibility of the applicant, his/her successor in interest, and all owners, assignees, and occupants of the property and their successors in interest. Failure to comply with any of the amended conditions imposed regarding the approved Parcel Map may result in the initiation of revocation procedures.

Washoe County reserves the right to review and revise the amended conditions of approval related to this Parcel Map should it be determined that a subsequent license or permit issued by Washoe County violates the intent of this approval.

For the purpose of conditions imposed by Washoe County, “may” is permissive and “shall” or “must” is mandatory.

Conditions of approval are usually complied with at different stages of the proposed project. Those stages are typically:

- Prior to permit issuance (i.e., grading permits, building permits, etc.).
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some “Conditions of Approval” are referred to as “Operational Conditions.” These conditions must be continually complied with for the life of the project or business.

FOLLOWING ARE CONDITIONS OF APPROVAL REQUIRED BY THE REVIEWING AGENCIES. EACH CONDITION MUST BE MET TO THE SATISFACTION OF THE ISSUING AGENCY.

Washoe County Planning and Building Division

1. The following conditions are requirements of Planning and Building, which shall be responsible for determining compliance with these conditions.

Contact Name – Julee Olander, Planner, 775.328.3627, jolander@washoecounty.gov

- a. **The applicant shall attach a copy of the action order approving this project to all permits and applications (including building permits) applied for as part of this approval.**
- b. The applicant shall demonstrate substantial conformance with the amended map approved as part of the amendment of conditions (WAC22-0009) for parcel map WTPM21-0022 (BDF Trust).

*** End of Amended Conditions ***

From: [COOPER, CLIFFORD E](#)
To: [Olander, Julee](#)
Subject: WAC22-0011 Tentative Parcel map BDF Trust
Date: Wednesday, November 16, 2022 9:57:21 AM

[**NOTICE:** This message originated outside of Washoe County -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Julee,

AT&T does not have any adverse comments to this project.

Thanks!

Cliff Cooper
MGR OSP PLNG & ENGRG DESIGN
AT&T NEVADA
ROW Office: 775-683-5282
E-mail: cc2132@att.com
TEXTING and DRIVING... It Can Wait.



Date: November 28, 2022

To: Julee Olander, Planner

From: Robert Wimer, P.E., Licensed Engineer

Re: Special Use Permit Case WAC22-0011 – BDF Trust Parcel Map WTPM21-0022

APN: 552-210-21, 552-210-22

GENERAL PROJECT DISCUSSION

Washoe County Engineering staff has reviewed the above referenced application. The Amendment of Conditions case is to approve an Amendment of Conditions to reflect a dedication along Lemmon Drive to the Reno Transportation Commission that recorded April 22, 2021. 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. The Engineering and Capital Projects Division recommends approval with no comments and conditions of approval which supplement applicable County Code and are based upon our review of the site and the application prepared by Summit Engineering Corporation.

From: [Lemon, Brittany](#)
To: [Olander, Julee](#)
Cc: [Way, Dale](#)
Subject: RE: Amendment WAC22-0011 (BDF Trust PM) Conditions of Approval
Date: Monday, December 5, 2022 10:56:14 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Hi Julee,

Thank you for the clarification. These were comments that were provided on the original request.

The language below is what appears on the first page application. I wanted to ensure that the comments remained consistent as this is replacing the original request.

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.

Please let me know if you have any questions,

Brittany Lemon

Fire Captain - Fire Prevention | Truckee Meadows Fire & Rescue

blemon@tmfspd.us | Office: 775.326.6079 | Cell: 775.379.0584
3663 Barron Way, Reno, NV 89511



"Committed to excellence, service, and the protection of life and property in our community"

From: Olander, Julee <JOlander@washoecounty.gov>
Sent: Friday, December 2, 2022 7:54 AM
To: Lemon, Brittany <BLemon@tmfspd.us>
Cc: Way, Dale <DWay@tmfspd.us>
Subject: RE: Amendment WAC22-0011 (BDF Trust PM) Conditions of Approval

Brittany,

This application is an amendment of conditions for WTPM21-0002, to correct an error. A small portion of Lemmon Drive ROW was included in one of the parcels. This application will remove the 0.35 acre from one of the parcel and return it to ROW. Not sure that any conditions are required

from Fire for this amendment. Could you please confirm?
Thank you,



Julee Olander

Planner | Community Services Department- Planning & Building Division

jolander@washoecounty.us | Office: 775.328.3627 | Fax: 775.328.6133

1001 E. Ninth St., Bldg A., Reno, NV 89512



From: Lemon, Brittany <BLemon@tmfpd.us>
Sent: Monday, November 28, 2022 8:28 AM
To: Olander, Julee <JOlander@washoecounty.gov>
Cc: Way, Dale <DWay@tmfpd.us>
Subject: Amendment WAC22-0011 (BDF Trust PM) Conditions of Approval

Hi Julee,

“This project shall meet and comply with all requirements of currently adopted TMFPD fire codes, ordinances, and standards at the time of construction to include infrastructure for fire apparatus access roads and water supply.”

<https://tmfpd.us/fire-code/>.

Thank you,

Brittany Lemon

Fire Captain - Fire Prevention | Truckee Meadows Fire & Rescue

blemon@tmfpd.us | Office: 775.326.6079 | Cell: 775.379.0584

3663 Barron Way, Reno, NV 89511



“Committed to excellence, service, and the protection of life and property in our community”

**WASHOE COUNTY
HEALTH DISTRICT**
ENHANCING QUALITY OF LIFE

December 2, 2022

Washoe County Community Services
Planning and Development Division

RE: BDF Trust PM; 552-210-21 7 552-210-22
Amendment of Approved TPM; WAC22-0011

Dear Washoe County Staff:

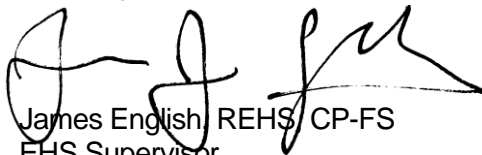
The following conditions are requirements of the Washoe County Health District, Environmental Health Division, which shall be responsible for determining compliance with these conditions.

Contact Name – James English - jenglish@washoecounty.us

- a) Condition #1: The WCHD has reviewed the application, the future development of the proposed parcels must be served by community water and sewerage systems.
- b) Condition #2: Based on condition #1, the WCHD does not have a concern with proposed amendment of the parcel map to provide the necessary easement along Lemmon Drive as required by the Reno Transportation Commission.

If you have any questions or would like clarification regarding the foregoing, please contact James English, EHS Supervisor at jenglish@washoecounty.us regarding all Health District comments.

Sincerely,



James English, REHS/CP-FS
EHS Supervisor
Environmental Health Services
Washoe County Health District

From: [Weiss, Timber A.](#)
To: [Olander, Julee](#)
Cc: [Behmaram, Vahid](#)
Subject: Re: Water Right Comments - Amendment of Conditions Case Number WAC22-0011 for Tentative Parcel Map Case Number WTPM21-0022 (BDF Trust PM)
Date: Thursday, November 17, 2022 8:07:18 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)

My apologies, I misunderstood. There are no water conditions needed for this amendment, so leave it out of the conditions of approval.

Thank you,

Timber Weiss

From: Olander, Julee <JOlander@washoecounty.gov>
Sent: Thursday, November 17, 2022 7:44:49 AM
To: Weiss, Timber A. <TWeiss@washoecounty.gov>
Cc: Behmaram, Vahid <VBehmaram@washoecounty.gov>
Subject: RE: Water Right Comments - Amendment of Conditions Case Number WAC22-0011 for Tentative Parcel Map Case Number WTPM21-0022 (BDF Trust PM)

Ok- do you want this condition added to the conditions of approval?



Julee Olander
Planner | Community Services Department- Planning & Building Division
jolander@washoecounty.us | Office: 775.328.3627 | Fax: 775.328.6133
1001 E. Ninth St., Bldg A., Reno, NV 89512



From: Weiss, Timber A. <TWeiss@washoecounty.gov>
Sent: Thursday, November 17, 2022 7:18 AM
To: Olander, Julee <JOlander@washoecounty.gov>
Cc: Behmaram, Vahid <VBehmaram@washoecounty.gov>
Subject: Re: Water Right Comments - Amendment of Conditions Case Number WAC22-0011 for Tentative Parcel Map Case Number WTPM21-0022 (BDF Trust PM)

You are correct, this doesn't touch water at all. I've been directed to review and provide some sort of comment on all agency review items, whether it is a memo including conditions or an email stating I have no conditions.

Thank you,

Timber Weiss

From: Olander, Julee <JOlander@washoecounty.gov>
Sent: Wednesday, November 16, 2022 4:47:59 PM
To: Weiss, Timber A. <TWeiss@washoecounty.gov>
Cc: Behmaram, Vahid <VBehmaram@washoecounty.gov>
Subject: RE: Water Right Comments - Amendment of Conditions Case Number WAC22-0011 for Tentative Parcel Map Case Number WTPM21-0022 (BDF Trust PM)

Timber,
Not sure that the amendment of conditions need water. It is to correct ROW error along Lemmon Drive. Let me know if I'm missing something.



Julee Olander
Planner | Community Services Department- Planning & Building Division
jolander@washoecounty.us | Office: 775.328.3627 | Fax: 775.328.6133
1001 E. Ninth St., Bldg A., Reno, NV 89512



From: Weiss, Timber A. <TWeiss@washoecounty.gov>
Sent: Wednesday, November 16, 2022 4:00 PM
To: Olander, Julee <JOlander@washoecounty.gov>
Cc: Behmaram, Vahid <VBehmaram@washoecounty.gov>
Subject: Water Right Comments - Amendment of Conditions Case Number WAC22-0011 for Tentative Parcel Map Case Number WTPM21-0022 (BDF Trust PM)

Hello,

Please see attached. Conditions under WTPM21-0022 apply.

Thank you,



Timber Weiss, PE | Professional Engineer
Engineering & Capital Projects Division | Community Services Department
1001 E. 9th Street, Bldg A Reno, NV 89512
tweiss@washoecounty.gov | Office Voice Mail: 775.954.4626 or 775.433.0769
Visit us first online: www.washoecounty.us/csd
For additional information, email engineering@washoecounty.us or call 775.328.2040





WASHOE COUNTY
COMMUNITY SERVICES DEPARTMENT
Planning and Building

1001 EAST 9TH STREET
 RENO, NEVADA 89512-2845
 PHONE (775) 328-6100
 FAX (775) 328.6133

Parcel Map Review Committee Action Order

Tentative Parcel Map Case Number WTPM21-0022

Decision: Approval with Conditions
 Decision Date: January 20, 2022
 Mailing/Filing Date: January 24, 2022
 Applicant: Lafferty Communities
 Assigned Planner: Chris Bronczyk, Planner
 Washoe County Community Services Department
 Planning and Building Division
 Phone: 775.328.3612
 E-Mail: cbronczyk@washoecounty.gov

Tentative Parcel Map Case Number WTPM21-0022 (BDF Trust) – For hearing, discussion, and possible action to approve a tentative parcel map to divide one parcel of land of approximately 32.76 acres into two parcels of approximately 18.91 acres and 13.85 acres.

- Applicant: Lafferty Communities
- Property Owner: BDF Trust
- Location: East side of Lemmon Drive, approximately 700 feet south of its intersection with Military Road
- APN: 552-210-20
- Parcel Size: 32.76 Acres
- Master Plan: Suburban Residential (SR)
- Regulatory Zone: Medium Density Suburban (MDS)
- Area Plan: North Valleys
- Development Code: Authorized in Article 606, Parcel Maps
- Commission District: 5 – Commissioner Herman

Notice is hereby given that the Washoe County Parcel Map Review Committee granted approval with conditions for the above referenced case number based on the findings in accordance with Washoe County Development Code Article 606, Parcel Maps. If no appeals have been filed within 10 calendar days from the Mailing/Filing Date shown on this Action Order, the approval by the Washoe County Parcel Map Review Committee is final. If filed, an appeal stays any further action on the decision until final resolution of the appeal. An appeal shall be filed in accordance with the provisions found in Article 912 of the Washoe County Development Code.

The action was based on the Committee’s review of the following criteria in accordance with Washoe County Development Code Article 606, Parcel Maps:

- 1) General improvement considerations for all parcel maps including, but not limited to:



INTEGRITY



EFFECTIVE COMMUNICATION



QUALITY PUBLIC SERVICE

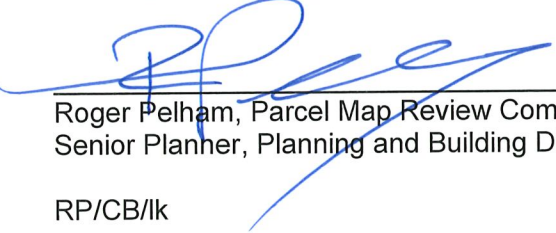
To: Lafferty Communities
Subject: WTPM21-0022 (BDF Trust)
Date: January 24, 2022
Page: Page 2 of 3

- i. Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
- ii. The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the parcels of land being created;
- iii. The availability and accessibility of utilities;
- iv. The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks;
- v. Conformity with the zoning ordinances and master plan;
- vi. General conformity with the governing body's master plan of streets and highways;
- vii. The effect of the proposed division of land on existing public streets and the need for new streets or highways to serve the parcels of land being created;
- viii. Physical characteristics of the land such as floodplain, slope and soil;
- ix. The recommendations and comments of those entities reviewing the tentative parcel map pursuant to NRS 278.330 and 278.348, inclusive;
- x. The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands;
- xi. Community antenna television (CATV) conduit and pull wire; and
- xii. Recreation and trail easements.

This Action Order is issued subject to the attached conditions and Washoe County development standards. Please contact the planner assigned to your project at the above-referenced phone number within 7 days of receipt of this Order to review the steps necessary to satisfy the Conditions of Approval. Any business license, certificate of occupancy, or final approval shall not be issued until all of the Conditions of Approval are satisfied. Additionally, compliance shall be required with all federal, state, and local statutes, ordinances, and regulations applicable to the approved project.

This Action Order does not authorize grading or building without issuance of the necessary permits from the Washoe County Planning and Building Division.

Washoe County Community Services Department
Planning and Building Division


Roger Pelham, Parcel Map Review Committee Chair
Senior Planner, Planning and Building Division

RP/CB/lk



INTEGRITY



EFFECTIVE
COMMUNICATION



QUALITY
PUBLIC SERVICE

To: Lafferty Communities
Subject: WTPM21-0022 (BDF Trust)
Date: January 24, 2022
Page: Page 3 of 3

Enclosure: Conditions of Approval

Applicant: Lafferty Communities, Attn: Nick Pocquette
npocquette@laffertycommunities.com

Property Owner: BDF Trust, Attn: Brian Eddy
beddy@vandykmortgage.com

Consultants: CFA, Inc., Kevin German and Deane Scheiber
kgerman@cfareno.com; dscheiber@cfareno.com

Action Order xc: Jennifer Gustafson, District Attorney's Office; Keirsten Beck, Assessor's Office; Rigo Lopez, Assessor's Office; Tim Simpson, Utilities; Walt West / Rob Wimer, Engineering and Capital Projects; Dale Way, Truckee Meadows Fire Protection District; Regional Transportation Commission



The tentative parcel map approved under Parcel Map Case Number WTPM21-0022 shall be carried out in accordance with the conditions of approval granted by the Washoe County Parcel Map Review Committee on January 13, 2022. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

Unless otherwise specified, all conditions related to the approval of this tentative parcel map shall be met or financial assurance must be provided to satisfy the conditions of approval prior to the recordation of a final parcel map. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Building Division.

Compliance with the conditions of approval related to this tentative parcel map is the responsibility of the applicant, his/her successor in interest, and all owners, assignees, and occupants of the property and their successors in interest. Failure to comply with any of the conditions imposed in the approval of the tentative parcel map may result in the institution of revocation procedures.

Washoe County reserves the right to review and revise the conditions of approval related to this tentative parcel map should it be determined that a subsequent license or permit issued by Washoe County violates the intent of this approval.

For the purpose of conditions imposed by Washoe County, “may” is permissive and “shall” or “must” is mandatory.

Conditions of approval are usually complied with at different stages of the proposed project. Those stages are typically:

- Prior to recordation of a final map.
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some “conditions of approval” are referred to as “operational conditions.” These conditions must be continually complied with for the life of the project.

FOLLOWING ARE CONDITIONS OF APPROVAL REQUIRED BY THE REVIEWING AGENCIES. EACH CONDITION MUST BE MET TO THE SATISFACTION OF THE ISSUING AGENCY.

Washoe County Planning and Building Division

1. The following conditions are requirements of the Planning and Building Division, which shall be responsible for determining compliance with these conditions.

Contact Name – Chris Bronczyk, 775.328.3612, cbronczyk@washoecounty.gov

- a. The applicant shall attach a copy of the action order approving this project to all permits and applications (including building permits) applied for as part of this tentative parcel map.
- b. The final map shall be in substantial compliance with all plans and documents submitted as part of this tentative parcel map application, and with any amendments imposed by the Parcel Map Review Committee. All documentation necessary to satisfy the conditions noted below shall accompany the final map when submitted to the County Engineer and the Planning and Building Division.
- c. The applicant shall comply with all the conditions of approval and shall submit a final map for signature by the Director of the Planning and Building Division within 22 months from the date of approval by the Parcel Map Review Committee. Each agency responsible for imposing conditions may determine whether its conditions must be fully completed or whether the applicant shall be offered the option of providing financial assurances as a means of assuring compliance.
- d. The final map shall contain the following jurat:

DIRECTOR OF PLANNING AND BUILDING CERTIFICATE

THE FINAL PARCEL MAP CASE NO. WTPM21-0022 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 OFFER(S) OF DEDICATION IS (ARE) REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NEVADA REVISED STATUTES CHAPTER 278.

THIS FINAL MAP IS APPROVED AND ACCEPTED THIS _____ DAY OF _____, 20_____, BY THE DIRECTOR OF PLANNING AND BUILDING OF WASHOE COUNTY, NEVADA, IN ACCORDANCE WITH NEVADA REVISED STATUTES 278.471 THROUGH 278.4725.

MOJRA HAUENSTEIN, DIRECTOR, PLANNING AND BUILDING DIVISION

- e. The applicant shall provide verification to the Planning and Building Division that all conditions from the Truckee Meadows Fire Protection District have been satisfied.
- f. The applicant has indicated that the proposed improvements will not exceed the major grading thresholds that require a special use permit. If the final construction drawings for the map include grading that exceeds the *Major Grading Permit Thresholds* listed in Article 438 Grading Standards, the applicant shall apply for a special use permit for grading; this approval may take up to three months to process. In addition, all related standards within the Washoe County Development Code shall be met on the construction drawings.
- g. The approval for this tentative parcel map does not include improvements for driveways to building pads. Grading for access to building pads, if they exceed the criteria stated in the previous condition, shall require a special use permit.

Washoe County Engineering and Capital Projects

2. The following conditions are requirements of the Engineering and Capital Projects, which shall be responsible for determining compliance with these conditions.

Contact Name – Wayne Handrock, PLS, 775.328.2318, whandrock@washoecounty.gov

- a. Comply with the conditions of the Washoe County technical check for this map.
- b. Dash all lines that are not a part of the division.
- c. Add the following note to the map: The Owner, buyers, assigns, or any interest holder of any lots or parcels shown hereon, hereby agree that all existing irrigation flows crossing these parcels shall be perpetuated. Any legal rights to water from these ditches shall be honored and the right of access for maintenance and operation will not be denied to valid holders of those rights.
- d. Add the following note to the map: Any structures within a FEMA flood zone must comply with the Washoe County Development Code Article 416.
- e. Add the following note to the final map; “For each parcel created by this final map, access and drainage improvements meeting the requirements of Washoe County Development Code are required with said improvements to be included within an approved residential building permit.
- f. All boundary corners must be set.
- g. Provide evidence of documented access that favors the applicant.
- h. Add a Security Interest Holder’s Certificate to the map if applicable.
- i. Add the following note to the map; “All properties, regardless if they are located within or outside of a FEMA designated flood zone, may be subject to flooding. The property owner is required to maintain all drainage easements and natural drainages and not perform or allow unpermitted and unapproved modifications to the property that may have detrimental impacts to surrounding properties.”
- j. Add Washoe County Community Services to the Utility Company Certificate signature block of the Final Parcel Map.

Truckee Meadows Fire Protection District

3. The following condition is a requirement of the Truckee Meadows Fire Protection District, which shall be responsible for determining compliance with this condition.

Contact Name – Brittany Lemon; blemon@tmfpd.us

- a. This project shall meet and comply with all requirements of currently adopted TMFPD fire codes, ordinances, and standards at the time of construction to include infrastructure for fire apparatus access roads and water supply. <https://tmfpd.us/fire-code/>

Washoe County Water Rights

4. The following conditions are requirements of the Washoe County Water Rights Coordinator, which shall be responsible for determining compliance with these conditions.

Contact: Vahid Behmaram, vbehmaram@washoecounty.gov; Timber Weiss, tweiss@washoecounty.gov

- a. The Parcel Map shall contain TMWA’s note regards all conditions necessary for provision of water service to the parcels.

- b. TMWA's note requires that all water rights and water service conditions to be met prior to approval of building permits on the resulting parcels. Or a valid water will serve letter from TMWA for the resulting parcels is also acceptable at any time before or after the approval the Parcel Map but prior to granting of any Building Permits.

*** End of Conditions ***



**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
(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.

Project Information		Staff Assigned Case No.: _____	
Project Name: Amendment to Parcel Map 5588			
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 AND 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,			
Applicant Information (attach additional sheets if necessary)			
Property Owner:		Professional Consultant:	
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	
Applicant/Developer:		Property Owner 2	
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	
For Office Use Only			
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

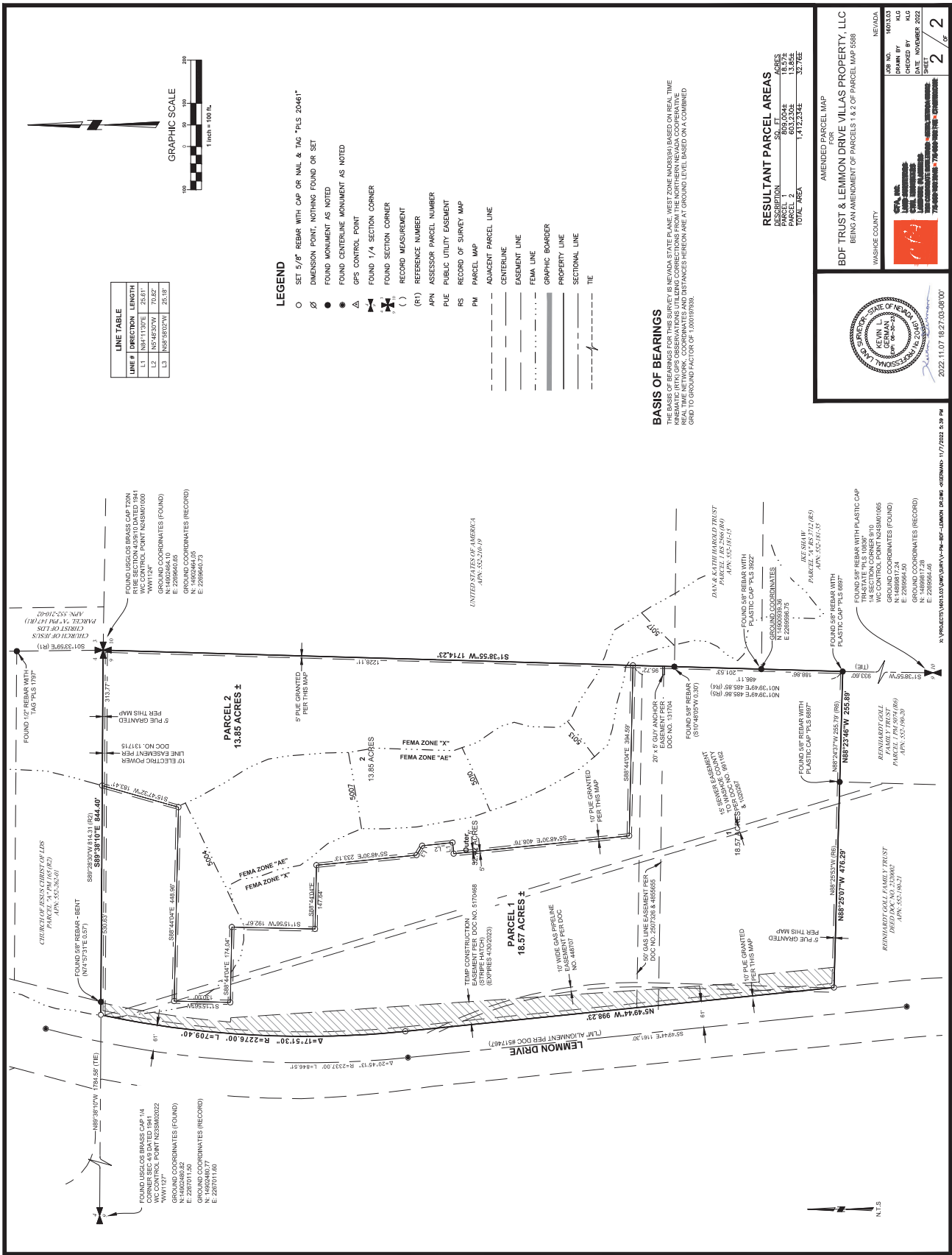
Course: S88°44'04"E Length: 448.96'
North: 14,902,289.62' East: 2,269,276.96'

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.

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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.

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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.

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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

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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:

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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.

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- 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.

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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.

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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.

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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

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

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.

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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.

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First American Title

ISSUED BY

First American Title Insurance Company

Exhibit A

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.

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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 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.

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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.

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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>.

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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

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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.

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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:

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- 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.

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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.

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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.

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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.

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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)

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First American Title

ISSUED BY

First American Title Insurance Company

Exhibit A

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.

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