# Community Services Department Planning and Building TENTATIVE PARCEL MAP

(see page 6)

# PARCEL MAP WAIVER (see page 11)

## **APPLICATION**



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

Telephone: 775.328.6100

## **Tentative Parcel Map**

Washoe County Code (WCC) Chapter 110, Article 606, Tentative Parcel Map, prescribes the requirements for and waiver of, parcel maps. A parcel map shall be required for all subdivisions, merger, and re-subdivision of existing lots, and common-interest communities consisting of four (4) or fewer units. The Parcel Map Review Committee shall approve, conditionally approve, or deny the tentative parcel map within sixty (60) days of the date that the application is determined to be complete. See WCC 110.606, for further information.

## **Development Application Submittal Requirements**

Applications are accepted on the 8<sup>th</sup> of each month. If the 8<sup>th</sup> falls on a non-business day, applications will be accepted on the next business day.

If you are submitting your application online, you may do so at OneNV.us

#### This sheet must accompany the original application and be signed by the Professional Land Surveyor.

- Fees: See Master Fee Schedule. Most payments can be made directly through the OneNV.us portal. If you would like to pay by check, please make the check payable to Washoe County and bring your application and payment to the Community Services Department (CSD). There may also be a fee due to Engineering and Capital Projects for Technical Plan Check.
- 2. Development Application: A completed Washoe County Development Application form.
- 3. **Owner Affidavit:** The Owner Affidavit must be signed and notarized by all owners of the property subject to the application request.
- 4. Proof of Property Tax Payment: The applicant must provide a written statement from the Washoe County Treasurer's Office indicating all property taxes for the current quarter of the fiscal year on the land have been paid.
- 5. Application Materials: The completed Tentative Parcel Map Application materials.
- 6. **Title Report:** A preliminary title report, with an effective date of no more than one hundred twenty (120) days of the submittal date, by a title company which provides the following information:
  - Name and address of property owners.
  - Legal description of property.
  - Description of all easements and/or deed restrictions.
  - Description of all liens against property.
  - Any covenants, conditions and restrictions (CC&Rs) that apply.
- 7. **Development Plan Specifications:** (If the requirement is "Not Applicable," please check the box preceding the requirement.)
  - □ a. Map to be drawn using engineering scales (e.g. scale 1" = 100', 1" = 200', or 1" = 500' unless a prior approval is granted by the County Surveyor) showing all streets and ingress/egress to the property and must meet NRS standards as specified in NRS 278.466.
  - □ b. Property boundary lines, distances and bearings.
  - □ c. Contours at five (5) foot intervals or two (2) foot intervals where, in the opinion of the County Engineer, topography is a major factor in the development.
  - d. The cross sections of all right-of-ways, streets, alleys or private access ways within the proposed development, proposed name and approximate grade of each, and approximate radius of all curves and diameter of each cul-de-sac.
  - e. The width and approximate location of all existing or proposed easements, whether public or private, for roads, drainage, sewers, irrigation, or public utility purposes.

- If any portion of the land within the boundary of the development is subject to inundation or storm water overflow, as shown on the adopted Federal Emergency Management Agency's Flood Boundary and Floodway Maps, that fact and the land so affected shall be clearly shown on the map by a prominent note on each sheet, as well as width and direction of flow of each water course within the boundaries of the development. g. The location and outline to scale of each existing building or structure that is not to be moved in the development. ☐ h. Existing roads, trails or rights-of-way within the development shall be designated on the map. □ i. Vicinity map showing the proposed development in relation to the surrounding area. Date, north arrow, scale, and number of each sheet in relation to the total number of sheets. □ i. ☐ k. Location of snow storage areas sufficient to handle snow removed from public and private streets, if applicable. □ I. All known areas of potential hazard including, but not limited to, earth slide areas, avalanche
- areas or otherwise hazardous slopes, shall be clearly designated on the map. Additionally, active fault lines (post-Holocene) shall be delineated on the map.
- 8. Street Names: A completed "Request to Reserve New Street Name(s)" form (included in application packet). Please print all street names on the Tentative Map. Note whether they are existing or proposed.
- 9. Submission Packets: One (1) packet and a flash drive. Any digital documents need to have a resolution of 300 dpi. If materials are unreadable, you will be asked to provide a higher quality copy. The packet shall include one (1) 8.5" x 11" reduction of any applicable site plan, development plan, and/or application map. Labeling on these reproductions should be no smaller than 8 point on the 8.5" x 11" display. Large format sheets should be included in a slide pocket(s). Any specialized reports identified above shall be included as attachments or appendices and be annotated as such.

#### Notes:

- (i) Application and map submittals must comply with all specific criteria as established in the Washoe County Development Code and/or the Nevada Revised Statutes.
- (ii) Appropriate map engineering and building architectural scales are subject to the approval of the Planning and Building and/or Engineering and Capital Projects.
- (iii) All oversized maps and plans must be folded to a 9" x 12" size.
- (iv) Based on the specific nature of the development request, Washoe County reserves the right to specify additional submittal packets, additional information and/or specialized studies that clarify the potential impacts and potential conditions of development in order to minimize or mitigate impacts resulting from the project. No application shall be processed until the information necessary to review and evaluate the proposed project is deemed complete by the Director of Planning and Building.
- (v) The Title Report should only be included in the one (1) original packet.

I hereby certify, to the best of my knowledge, all information contained in this application is correct and meets all Washoe County Development Code requirements.

Michael S. Smith

Digitally signed by Michael S. Smith

DN: C=US, E=michaelsmith698@ymail.com, CN=Michael S. Smith

Date: 2024.08.16 13:02:40-07'00'

Professional Land Surveyor

## **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	S	taff Assigned Case No.:			
Project Name: 0 Joy La	ke Rd.				
Project Parcel map to divide the subject parcel into two parcels  Description:					
Project Address: 0 Joy Lake Rd. W	ashoe County, NV				
Project Area (acres or square fee	et): 2.54 Acre				
Project Location (with point of re	ference to major cross	streets AND area locator):			
NE quadrant at in	tersection c	of Hwy 431 and Jo	y Lake Rd.		
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:		
047-051-12	2.54				
Indicate any previous Washo Case No.(s).	e County approval	s associated with this applicat	ion:		
·	ormation (attach	additional sheets if necess	ary)		
Property Owner:		Professional Consultant:			
Name: Marek and Shelly Labedzki		Name:			
Address: 10011 Crescent Wood Dr.		Address:			
Missouri City, TX	Zip: 77459		Zip:		
Phone: 832-360-8383	Fax:	Phone:	Fax:		
Email: mareklabedzki@gmail.com		Email:			
Cell:	Other:	Cell:	Other:		
Contact Person:		Contact Person:			
Applicant/Developer:		Other Persons to be Contact	ed:		
Name: Robison Engineering		Name:			
Address: 846 Victorian Ave. Suite 20	)	Address:			
Sparks, NV	zip: 89432		Zip:		
Phone: 775-852-2251	Fax:	Phone:	Fax:		
Email: permits@robisoneng.com		Email:			
Cell:	Other:	Cell:	Other:		
Contact Person: Angelena Sampsor	า	Contact Person:			
	For Office	Use Only			
Date Received:	Initial:	Planning Area:			
County Commission District:		Master Plan Designation(s):			
CAB(s):		Regulatory Zoning(s):			

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

(	0 Joy Lake Rd. Washoe, NV							
а	. Please list the following:							
	APN of Parcel		Land Use	e Designation		Existing Acres		
	047-051-12			LDS		2.54		
. Р	Please describe the existing c	conditions,	structures, a	nd uses located	at the site:			
V	vacant lot							
. <b>V</b>	What are the proposed lot star	ndards?						
_			Parcel 1	Parcel 2	Parcel 3	Parcel 4		
_	Proposed Minimum Lot Are		44600 SqFt	66208 SqFt				
	Proposed Minimum Lot Wi	idth	185 ft	150 ft				
. F	or parcel with split zoning wh	nat is the a	creage/squa	re footage of ead	ch zoning in th	e new parcels?		
. F		nat is the a	Parcel 1	re footage of eac	ch zoning in the	e new parcels?  Parcel 4		
. F	Proposed Zoning Area	nat is the a		-				
. F		nat is the a	Parcel 1	-				
	Proposed Zoning Area	proposed f	Parcel 1  NA  or division crue required.	Parcel 2	Parcel 3	Parcel 4 t 5 years? (If yes		
	Proposed Zoning Area Proposed Zoning Area  Vas the parcel or lot that is public review of the parcel recommendation	proposed f	Parcel 1  NA  or division crue required.	Parcel 2  eated (recorded) See Planning	Parcel 3	Parcel 4 t 5 years? (If yes		
. W pr	Proposed Zoning Area Proposed Zoning Area  Vas the parcel or lot that is public review of the parcel reaterials that are required to be	proposed f	Parcel 1  NA  or division crue required. ed.)	Parcel 2  eated (recorded)  See Planning	Parcel 3	Parcel 4 t 5 years? (If yes		
. wpm	Proposed Zoning Area Proposed Zoning Area  Vas the parcel or lot that is public review of the parcel relaterials that are required to be a Yes	proposed f map will t be submit	Parcel 1  NA  or division crue required. ed.)	Parcel 2  eated (recorded)  See Planning	Parcel 3	Parcel 4 t 5 years? (If yes		
. W p m	Proposed Zoning Area Proposed Zoning Area  Vas the parcel or lot that is public review of the parcel reparted to be a yes  Yes  Utilities:	proposed f map will to be submit	Parcel 1  or division crope required. ed.)	Parcel 2  eated (recorded)  See Planning	Parcel 3	Parcel 4 t 5 years? (If yes		
. W pp m	Proposed Zoning Area Proposed Zoning Area  Vas the parcel or lot that is public review of the parcel reparted to be a yes  Itilities:  a. Sewer Service	proposed f map will to be submit	Parcel 1  NA  Or division create required. ed.)  hoe County  Energy	Parcel 2  eated (recorded)  See Planning	Parcel 3	Parcel 4 t 5 years? (If yes		
. W p m . U	Proposed Zoning Area Proposed Zoning Area  Vas the parcel or lot that is public review of the parcel repaterials that are required to be a Yes  Utilities:  a. Sewer Service  b. Electrical Service/General	proposed f map will to be submitted was tor NV	Parcel 1  NA  Or division crace required. ed.)  hoe County  Energy	Parcel 2 eated (recorded) See Planning	Parcel 3 within the las	Parcel 4 t 5 years? (If yes		
. W p m . U	Proposed Zoning Area Proposed Zoning Area Vas the parcel or lot that is public review of the parcel relaterials that are required to build a Yes Utilities:  a. Sewer Service b. Electrical Service/General c. Water Service Please describe the source of that is public review of the parcel of the proposed pro	proposed f map will to be submitted was tor NV	Parcel 1  NA  Or division crace required. ed.)  hoe County  Energy	Parcel 2 eated (recorded) See Planning	Parcel 3 within the las	Parcel 4 t 5 years? (If yes		
. W po m . U P m	Proposed Zoning Area Proposed Zoning Area  Vas the parcel or lot that is public review of the parcel relaterials that are required to be a yes  Utilities:  a. Sewer Service  b. Electrical Service/General c. Water Service  Please describe the source of the parcel of th	proposed f map will to be submitted was tor NV	Parcel 1  NA  Or division crace required. ed.)  hoe County  Energy	Parcel 2 eated (recorded) See Planning	Parcel 3 within the las	Parcel 4 t 5 years? (If yes		
. W po m . U P m	Proposed Zoning Area Proposed Zoning Area  Vas the parcel or lot that is public review of the parcel repaterials that are required to be a lot of the parcel	proposed f map will to be submitted was tor NV	Parcel 1  NA  Or division crace required. ed.)  hoe County  Energy	Parcel 2 eated (recorded) See Planning	Parcel 3 within the las	Parcel 4 t 5 years? (If yes		

	b.	Available	<b>)</b> :					
		■ No	W	☐ 1-3 year	rs	☐ 3-5 years	☐ 5+ years	
	C.	Washoe County Capital Improvements Program project?						
		☐ Ye	s			No		
8.	Wh	at sewer	services are	necessary to acc	ommodate	the proposed tentative	parcel map?	
	a.		System Typ	_			·	
		☐ Ind	lividual sept	ic				
		<b>■</b> Pu	blic system	Provider:	Washoe Cou	nty		
	b.	Available	<b>:</b> :					
		■ No	W	☐ 1-3 year	rs	☐ 3-5 years	☐ 5+ years	
	C.	Washoe	County Cap	ital Improvements	s Program	project?		
		☐ Ye	s			No		
	Plea	•	•		of water ri	-	en creating new parcels. e should dedication be  1.48 afa total combined duty	
	$\vdash$	Certificat	te#			acre-feet per year		
	C.	Surface	Claim #			acre-feet per year		
	d.	Other, #				acre-feet per year		
	a.			(as filed with the ervation and Natu			Water Resources of the	
	Se	ee attac	hment 5f,	assignment o	f 1.48 af	of water rights purc	hased by Labedzki	
10.	des	cribe the	impact the		e on the w	etlands. Impacts to the	ry delineation map and wetlands may require a	
		Yes	✓ No	If yes, include a	separate s	set of attachments and m	naps.	
11.	yes	, and this	is the seco	•	/iding this p	-	ignificant ridgelines? (If side Development of the	
		Yes	✓ No	If yes, include a	separate s	set of attachments and m	naps.	

12.	subje Hydr	ect to a	valar esou	nches, irce as	eologic hazards such as active faults; hillside or mountainous areas; is it landslides, or flash floods; is it near a water body, stream, Significant defined in Article 418, or riparian area such as the Truckee River, and/or an arge
		Yes		No	If yes, include a separate set of attachments and maps.
13.	Cour		lopm		map involve common open space as defined in Article 408 of the Washoe de? (If so, please identify all proposed non-residential uses and all the open
		Yes	Ø	No	If yes, include a separate set of attachments and maps.
14.	-				osed, will the community be gated? If so, is a public trail system easement division?
	NA				
15.					policies of the adopted area plan in which the project is located that require policies and how does the project comply.
		Yes	☑	No	If yes, include a separate set of attachments and maps.
16.					area plan modifiers in the Development Code in which the project is located If so, which modifiers and how does the project comply?
	NA				
17.					article 418, Significant Hydrologic Resources? If yes, please address Special ithin Section 110.418.30 in a separate attachment.
		Yes		No	If yes, include a separate set of attachments and maps.
(1) bui imp cub yar per pro roa dra for	Distuiction of the content of the co	urbed and so and purds of co be exceeds design sand no ecial use	rea e lands lace earth cavat hen s and n pla ot dis	exceeding das fil as fi	Grading  Ing additional questions if the project anticipates grading that involves: ng twenty-five thousand (25,000) square feet not covered by streets, g; (2) More than one thousand (1,000) cubic yards of earth to be I in a special flood hazard area; (3) More than five thousand (5,000) imported and placed as fill; (4) More than one thousand (1,000) cubic ether or not the earth will be exported from the property; or (5) If a re will be established over four and one-half (4.5) feet high. If your e above criteria, you shall either provide a preliminary grading and review OR if these criteria are exceeded with the final construction at the Tentative Parcel Map Application, you shall be required to apply grading and you will be delayed up to three months, if approved.
	NA	4			

19.	How many cubic yards of material are you exporting or importing? If exporting of material is anticipated, where will the material be sent? If the disposal site is within unincorporated Washoe County, what measures will be taken for erosion control and revegetation at the site? If none, how are you balancing the work on-site?
	NA
20.	Can the disturbed area be seen from off-site? If yes, from which directions, and which properties or roadways? What measures will be taken to mitigate their impacts?
	NA
21.	What is the slope (Horizontal/Vertical) of the cut and fill areas proposed to be? What methods will be used to prevent erosion until the revegetation is established?
	NA
22.	Are you planning any berms and, if so, how tall is the berm at its highest? How will it be stabilized and/or revegetated?
	NA
23.	Are retaining walls going to be required? If so, how high will the walls be, will there be multiple walls with intervening terracing, and what is the wall construction (i.e. rockery, concrete, timber, manufactured block)? How will the visual impacts be mitigated?
	NA
24.	Will the grading proposed require removal of any trees? If so, what species, how many, and of what size?
	NA
25.	What type of revegetation seed mix are you planning to use and how many pounds per acre do you intend to broadcast? Will you use mulch and, if so, what type?
	NA
	•

NA	
TVA	
Have vou reviewed	the revegetation plan with the Washoe Storey Conservation District? If yes, hav
you incorporated th	
NA	
INA	
NA	
INA	
IVA	
NA .	
IVA	
IVA	
NA .	
Surveyor:	
Surveyor: Name	Michael Smith, PE, PLS
Surveyor:	Michael Smith, PE, PLS 846 Victorian Ave. Sparks, NV 89432
Surveyor: Name	
Surveyor: Name Address	846 Victorian Ave. Sparks, NV 89432
Surveyor: Name Address Phone	846 Victorian Ave. Sparks, NV 89432 775-852-2251
Surveyor:  Name  Address  Phone  Cell	846 Victorian Ave. Sparks, NV 89432 775-852-2251 775-762-4671

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

1.	lde	entify the public agency or utility for which the parcel is being created:							
	a.	If a utility, is it Public Utility Commission (PUC) regulated?							
		☐ Yes			■ No				
2.	Wh	at is the loca	tion (address or dista	ance and direc	tion from nearest i	ntersection)?			
	Г								
	a.	Please list th	ne following:						
		APN	of Parcel	Land	Use Designation		Existing Acres		
3.	Ple	ase describe	:						
	a.	The existing	conditions and uses	s located at the	site:				
	b.		conditions and uses uildings, etc.):	s in the vicinity	to the north, south	n, east and we	est (i.e. vacant land,		
		North							
		South							
		East							
		West							
4.	Wh	at are the pro	oposed lot standards	?					
				Parcel 1	Parcel 2	Parcel 3	Parcel 4		
			nimum Lot Area nimum Lot Width						
		Proposed ivii	IIIIIIIIIII LOI VVIGIII						
5.	Util	ities:							
	a.	Sewer Servi	ice						
	b.	Electrical Se	ervice/Generator						
	C.	Water Servi	ce						

	a.	Water System Type:				
		☐ Individual wells				
		☐ Private water	Provider:			
		Public water	Provider:			
	b.	Available:				
		■ Now	☐ 1-3 year	rs	☐ 3-5 years	☐ 5+ years
	C.		n and not avail			Vashoe County Capital mechanism for ensuring
7.	Wh	Sewage System Type:		vices nece	essary to accommodate t	he proposed waiver?
		■ Individual septic	Descriptore			
		Public system	Provider:			
	b.	Available:				
		□ Now	■ 1-3 year	rs	☐ 3-5 years	☐ 5+ years
	C.	Washoe County Capita	al Improvements	s Program	project?	
		☐ Yes			No	
	d.	Improvements Program	m and not avail rvice. If a priva	able, plea: ite system	se describe the funding is proposed, please describe	Vashoe County Capital mechanism for ensuring cribe the system and the
8.	Ple a.	ase describe whether a	•	_	resources are related to	the proposed waiver:
		■ Yes			No	
		Explanation:		<b>,</b>		
	b.		e proposal will h	nave on th	e wetlands. Impacts to t	ry delineation map and he wetlands may require
		☐ Yes			No	
				-		

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

		Explanation:			
	C.	yes, and this is	•	ng th	es of 15 percent and/or significant ridgelines? (If is property, Article 424, Hillside Development of .)
		☐ Yes, the F	Hillside Ordinance applies.		No, it does not.
		Explanation:			
9.	Sur	veyor:			
	N	ame			
	Α	ddress			
	Р	hone			
	F	ax			
	N	evada PLS #			

## **OWNERS CERTIFICATE:** THIS IS TO CERTIFY THAT THE UNDERSIGNED, SHELLY LABEDZKI, IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT. THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278, AND THAT THE EASEMENTS AS SHOWN FOR ACCESS, UTILITY, SNOW STORAGE, SIGNAGE AND DRAINAGE ARE HEREBY GRANTED. DATE: \_ SHELLY LABEDZKI, OWNER NOTARY PUBLIC ACKNOWLEDGMENT STATE OF NEVADA COUNTY OF WASHOE } S.S. ON THIS\_\_\_\_\_ DAY OF\_\_ PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, KNOWN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO EXECUTED THE ABOVE INSTRUMENT FOR THE PURPOSE HEREIN STATED. NOTARY PUBLIC OWNERS CERTIFICATE: THIS IS TO CERTIFY THAT THE UNDERSIGNED, MARK LABEDZKI, IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT. THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278, AND THAT THE EASEMENTS AS SHOWN FOR ACCESS, UTILITY, SNOW STORAGE, SIGNAGE AND DRAINAGE ARE HEREBY GRANTED. MAREK LABEDZKI, OWNER NOTARY PUBLIC ACKNOWLEDGMENT STATE OF NEVADA COUNTY OF WASHOE } S.S. ON THIS\_\_\_\_\_ DAY OF\_\_ , 2024. PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, KNOWN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO EXECUTED THE ABOVE INSTRUMENT FOR THE PURPOSE HEREIN STATED. NOTARY PUBLIC TITLE COMPANY'S CERTIFICATE: THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT MAREK & SHELLY LABEDZKI, ARE THE ONLY OWNERS OF RECORD OF SAID LAND; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN SAID LAND; AND THAT THERE ARE NO LIENS OF RECORD AGAINST SAID LAND FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL, OR LOCAL TAXES OR ASSESSMENTS COLLECTED. STEWART TITLE COMPANY WATER AND SEWER RESOURCE REQUIREMENTS: THE PROJECT/DEVELOPMENT DEPICTED ON THIS MAP IS IN CONFORMANCE WITH THE PROVISIONS OF ARTICLE 422 OF WASHOE COUNTY CHAPTER 110 DEVELOPMENT CODE. WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT DATE DISTRICT BOARD OF HEALTH CERTIFICATE: THIS MAP IS APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES. THIS MAP HAS BEEN FOUND TO MEET ALL APPLICABLE REQUIREMENTS AND PROVISIONS OF THE ENVIRONMENTAL HEALTH SERVICES DIVISION OF THE WASHOE COUNTY HEALTH DISTRICT. FOR THE DISTRICT BOARD OF HEALTH TAX CERTIFICATE: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PROPERTY TAXES ON ASSESSOR'S PARCEL

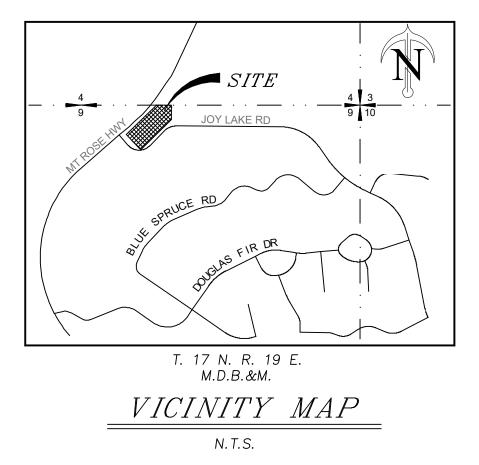
NUMBER 047-051-12 FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT

FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO NRS 361A.265.

WASHOE COUNTY TREASURER

DEPUTY TREASURER

THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY



## **EASEMENT NOTES:**

1. A 10' WIDE PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT IS GRANTED CENTERED ON THE PARCEL LINE COMMON TO PARCELS 1 AND 2. A 5' WIDE PUE AND PRIVATE DRAINAGE EASEMENT IS GRANTED ALONG ALL OTHER SIDE AND REAR PROPERTY LINES. A 7.5' WIDE PUBLIC UTILITY EASEMENT AND PRIVATE DRAINAGE EASEMENT IS GRANTED ACROSS THE SUBJECT PARCEL, ADJACENT TO JOY LAKE ROAD PER THIS MAP

## REFERENCES (WASHOE COUNTY RECORDS)

1. SUBDIVISION MAP OF THE GALENA FOREST ESTATES, RECORD MAP #1868A 2. PARCEL MAP #4706 FOR JAMES AND MONA CONSTALUPES

## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS NAD 83/94, NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, BASED ON TIES TO THE WASHOE COUNTY CONTROL POINTS SHOWN HEREON. A COMBINED GRID TO GROUND FACTOR OF 1.000197939 WAS USED.

ALL DISTANCES SHOWN HEREON ARE GROUND.

NORTH 44°32'28" EAST — BEING THE CENTERLINE OF JOY LAKE ROAD AS FOUND IN RECORD REFERENCE PARCEL MAP #4706, ALSO FOUND BETWEEN CENTERLINE MONUMENTS WSCWM236 AND WSCWM237

## AREAS:

(P) LOT 1: 66,010 SQ. FT. 44,632 SQ. FT. (P) LOT 2: TOTAL AREA: 2.54 ACRES

## **SURVEYOR'S CERTIFICATE:**

- I, MICHAEL SMITH, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA
- 1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF MAREK LABEDZKI.
- 2. THE LANDS SURVEYED LIE WITHIN A PORTION OF NORTHEAST 1/4 SECTION 9, T. 17 N., R. 19 E., M.D.M, COUNTY OF WASHOE, STATE OF
- NEVADA, AND THE SURVEY WAS COMPLETED ON 03 25 2024.
- 3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE NEVADA ADMINISTRATIVE CODE, CHAPTER 625.
- 4. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

MICHAEL SMITH, PLS 6642 FOR AND ON BEHALF OF ROBISON ENGINEERING CO., INC.

## **UTILITY COMPANIES CERTIFICATE:**

THE UTILITY EASEMENTS SHOWN ON THIS PLAT TO BE GRANTED, OR TO REMAIN HAVE BEEN APPROVED BY THE UNDERSIGNED PUBLIC UTILITY AND CABLE TV COMPANIES.

SIERRA PACIFIC POWER COMPANY, dba NV ENERGY BY:	DATE
NEVADA BELL TELEPHONE COMPANY dba AT&T NEVADA BY:	DATE
CHARTER COMMUNICATIONS BY:	DATE
WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT BY:	DATE
TRUCKEE MEADOWS WATER AUTHORITY BY:	DATE

## **NOTES:**

- 1. PUBLIC UTILITY AND CABLE TV EASEMENTS ARE HEREBY GRANTED, 10 FEET IN WIDTH COINCIDENT WITH ALL STREET RIGHTS-OF-WAY, 5 FEET IN WIDTH COINCIDENT WITH THE FRONT, SIDE, AND THE REAR LINES OF ALL PARCELS.
- 2. A PUBLIC UTILITY AND CABLE TV EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY AND CABLE TV FACILITIES TO SAID PARCEL AND THE RIGHT TO EXIT SAID PARCEL WITH SAID FACILITIES FOR THE PURPOSE OF SERVING OTHER PARCELS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THAT TIME, AND THE UTILITY AND CABLE TV COMPANIES.

3. PARCELS ARE FOR LOW DENSITY SUBURBAN USE.

- 4. THE NATURAL DRAINAGE WILL NOT BE IMPEDED DURING THE DEVELOPMENT OR IMPROVEMENT OF THESE PARCELS.
- 5. FEMA FLOOD ZONE X. ANY STRUCTURES WITHIN A FEMA FLOOD ZONE MUST COMPLY WITH THE WASHOE COUNTY DEVELOPMENT CODE ARTICLE 416.
- 6. ALL PROPERTIES, REGARDLESS OF 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.
- 7. WITH THE DEVELOPMENT OF EACH PARCEL AND PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT FOR SAID PARCEL, THE OWNER SHALL DEDICATE WATER RIGHTS TO EACH PARCEL SUFFICIENT TO SERVE THE DEVELOPMENT AND SHALL PROVIDE WASHOE COUNTY WITH A WILL SERVE LETTER.
- 8. FEES FOR IMPROVEMENT PLAN CHECKING AND CONSTRUCTION INSPECTION SHALL BE IN ACCORDANCE WITH WASHOE COUNTY ORDINANCE AND SHALL BE PAID PRIOR TO THE ISSUANCE OF BUILDING PERMIT
- 9. WASHOF COUNTY WILL PRE-ASSIGN ADDRESSES TO BE RELEASED ONCE AN ASSESSOR'S PARCEL NUMBER HAS BEEN ESTABLISHED. IF STRUCTURE PLACEMENT DOES NOT REFLECT THE STREET ON WHICH THE PRE-ASSIGNED ADDRESS IS ISSUED, THE DEVELOPER WILL REQUEST A NEW ADDRESS PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- 10. NO HABITABLE STRUCTURES SHALL BE LOCATED ON A FAULT THAT WAS ACTIVE DURING THE HOLOCENE EPOCH OF GEOLOGIC TIME.

## DIRECTOR OF PLANNING AND BUILDING CERTIFICATE:

THE FINAL PARCEL MAP CASE NO.\_\_\_\_\_ 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 \_\_\_\_\_, 2024, BY THE DIRECTOR OF PLANNING AND BUILDING OF WASHOE COUNTY, NEVADA, IN ACCORDANCE WITH

NEVADA REVISED STATUES 278.471 THROUGH 278.4725.

PARCEL MAP

LABEDZKI, MAREK & SHELLY WASHOE COUNTY APN 047-051-12 ALSO BEING A PORTION OF THE NORTHEAST

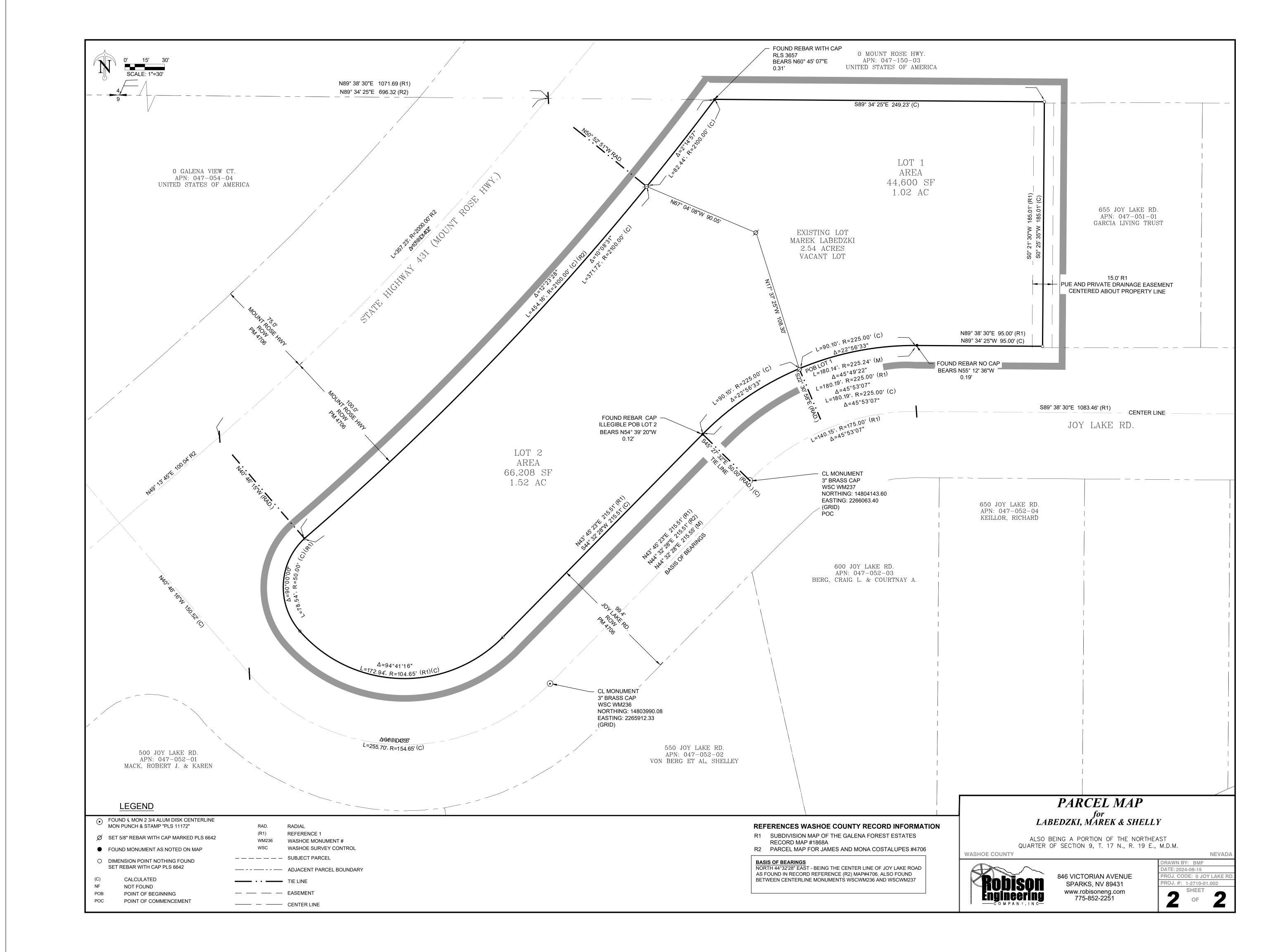
QUARTER OF SECTION 9, T. 17 N., R. 19 E., M.D.M. **WASHOE COUNTY** 

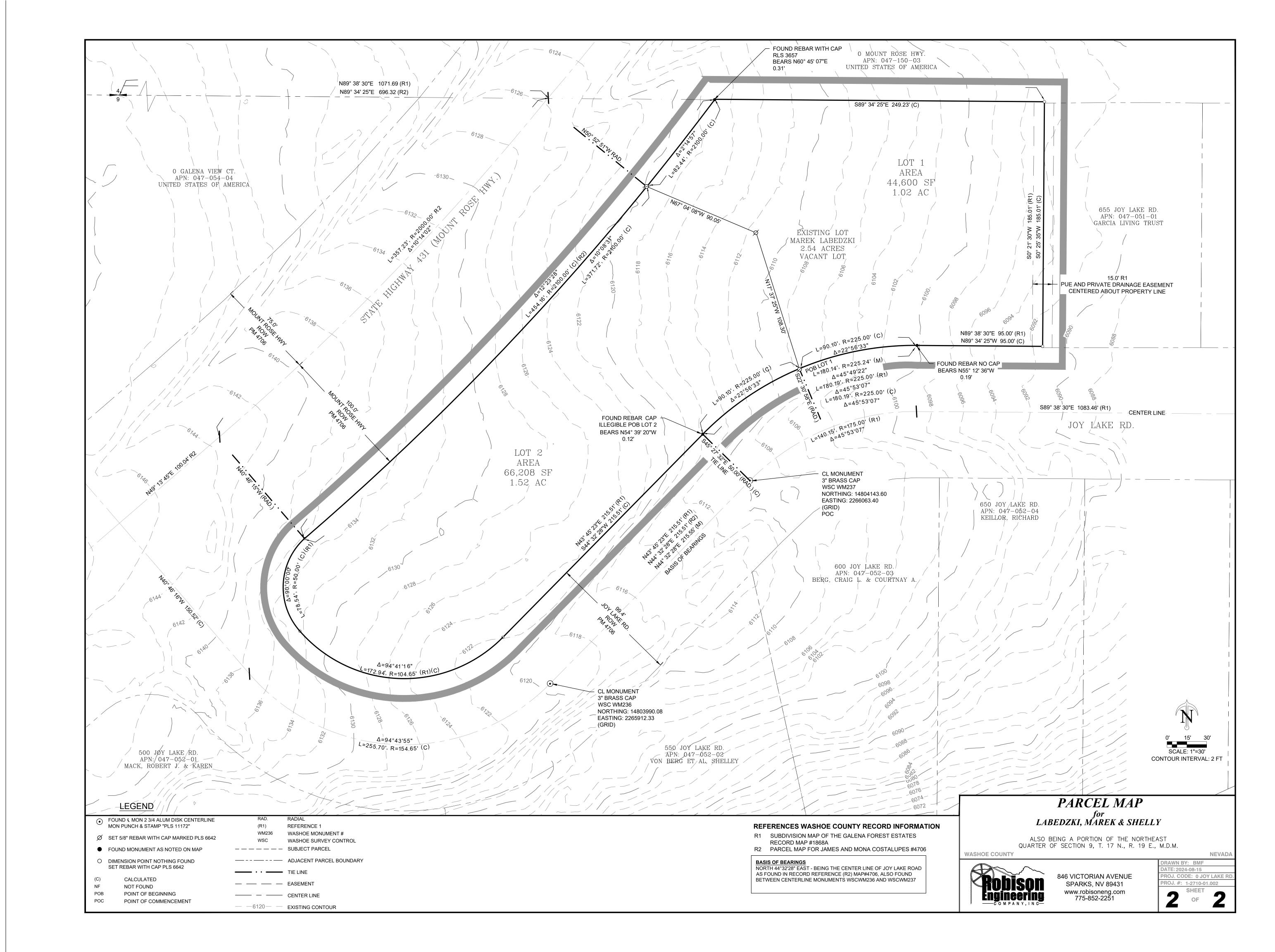


846 VICTORIAN AVENUE SPARKS, NV 89431 www.robisoneng.com 775-852-2251

NEVAD RAWN BY: BMF ATE: 2024-08-15 PROJ. #: 1-2710-01.002 SHEET







Robison Engineering Co. 846 Victorian Ave, Suite 20 Sparks, NV 89431 775-852-2251

### EXHIBIT A LEGAL DESCRIPTION LOT 1

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 17 NORTH, RANGE19 EAST, M.D.B.&M. LYING BEWTEEN STATE HIGHWAY 431 AND JOY LAKE ROAD AS THEY NOW EXIST; EXCEPTING ANY PORTION WITHIN THE GALENA FOREST ESTATES UNIT ONE SUBDIVISION MAP #1868, DOCUMENT NUMBER 617853 WASHOE COUNTY RECORDS RECORDED JULY 17, 1979, WASHOE COUNTY RECORDS IN THE, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" BRASS CAP, ON THE CENTERLINE OF JOY LAKE ROAD AND WASHOE COUNTY SURVEY CONTROL MONUMENT WSCWM237; THENCE LEAVING SAID CENTERLINE NORTH 45°27'32" WEST 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF JOY LAKE ROAD AND THE BEGINNING OF A CURVE CONCAVE SOUTHERLY FROM WHICH THE RADIUS POINT BEARS SOUTH 45°27'32"EAST 225.00 FEET DISTANT, AND FROM WHICH A REBAR WITH ILLEGIBLE CAP BEARS N54°39'20"W, 0.12 FEET DISTANT;

THENCE, FOLLOWING SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°56'33" AND AN ARC LENGTH OF 90.10 FEET TO **THE POINT OF BEGINNING**;

THENCE LEAVING JOY LAKE ROAD NORTH RIGHT OF WAY LINE NORTH 17°37'25" WEST 108.30 FEET;

THENCE NORTH 67°04'08" WEST 90.05 FEET, TO A POINT ON A CURVE IN THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 431, SAID CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2100.00 FEET, AND A RADIAL BEARING OF NORTH 50°52'51" WEST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°14'57" FOR AN ARC LENGTH OF 82.44 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 9, MARKED WITH A REBAR AND CAP MARKED RLS 3657 WHCH BEARS NORTH 60°45'07" WEST, 0.31' FEET DISTANT;

THENCE LEAVING SAID RIGHT OF WAY LINE AND FOLLOWING THE ALONG SAID NORTH LINE OF SECTION 9 SOUTH 89°34'25" EAST 249.23 FEET TO THE NORTHWEST CORNER OF LOT 1 BLOCK A OF SAID GALENA FOREST ESTATES UNIT ONE SUBDIVISION;

THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT 1 SOUTH 0°25'35" WEST 185.01 FEET TO A POINT ON THE JOY LAKE ROAD NORTH RIGHT OF WAY LINE;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 89°34'25" WEST 95.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 225.00 FEET, FROM WHICH A 5/8" REBAR WITH NO CAP BEARS NORTH 55°12'36" WEST, 0.19 FEET DISTANT;

Robison Engineering Co. 846 Victorian Ave, Suite 20 Sparks, NV 89431 775-852-2251 LEGAL DESCRIPTION

THENCE FOLLOWING SAID CURVE THROUGH A CENTRAL ANGLE OF 22°56'33" FOR AN ARC LENGTH OF 90.10 FEET **TO THE POINT OF BEGINNING**;

CONTAINING 44,632 SQUARE FEET (1.02 ACRES) MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CENTERLINE OF JOY LAKE ROAD BETWEEN RECORD WASHOE COUNTY CENTERLINE MONUMENTS WSCWM236 AND WSCWM237, TAKEN AS NORTH 44°32'28" EAST; GROUND DISTANCES SHOWN.

**END OF DESCRIPTION** 

Refer this description to your title company before incorporating into any document.

Prepared by: Michael S. Smith, PE, PLS

Robison Engineering Co. 846 Victorian Ave, Suite 20 Sparks, NV 89431 775-852-2251

## EXHIBIT A LEGAL DESCRIPTION LOT 2

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 17 NORTH, RANGE19 EAST, M.D.B.&M. LYING BEWTEEN STATE HIGHWAY 431 AND JOY LAKE ROAD AS THEY NOW EXIST; EXCEPTING ANY PORTION WITHIN THE GALENA FOREST ESTATES UNIT ONE SUBDIVISION MAP #1868 DOCUMENT NUMBER 617853 WASHOE COUNTY RECORDS RECORDED JULY 17, 1979, WASHOE COUNTY RECORDS IN THE COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" BRASS CAP, ON THE CENTERLINE OF JOY LAKE ROAD AND WASHOE COUNTY SURVEY CONTROL MONUMENT WSCWM237; THENCE LEAVING SAID CENTERLINE NORTH 45°27'32" WEST 50.00 FEET THE NORTHERLY RIGHT OF WAY LINE OF JOY LAKE ROAD, WHICH IS THE SOUTHWEST END OF A CURVE CONCAVE SOUTHERLY FROM WHICH THE RADIUS POINT BEARS SOUTH 45°27'32"EAST 225.00 FEET DISTANT, FROM WHICH A REBAR WITH ILLEGIBLE CAP BEARS N54°39'20"W, 0.12 FEET DISTANT, AND WHICH POINT ON THE SAID RIGHT OF WAY LINE IS THE **POINT OF BEGINNING**;

THENCE, FOLLOWING SAID NORTH RIGHT OF WAY LINE SOUTH 44°32'28" WEST 215.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 104.65 FEET;

THENCE ALONG SAID A CURVE AND RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 94°41'16" FOR AN ARC LENGTH OF 172.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE ALONG SAID CURVE AND RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC LENGTH OF 78.54 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 431 WHICH POINT IS THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 2100.00 FEET, AND A RADIAL BEARING OF NORTH 40°46'15" WEST:

THENCE ALONG SAID RIGHT OF WAY AND CURVE THROUGH A CENTRAL ANGLE OF 10°08'31" FOR AN ARC LENGTH OF 371.72 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 67°04'08" EAST 90.05 FEET;

THENCE SOUTH 17°37'25" EAST 108.30 FEET TO A POINT ON A CURVE ON THE NORTH RIGHT OF WAY LINE OF JOY LAKE ROAD, SAID CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 225.00 FEET AND A RADIAL BEARING OF SOUTH 22°30'58" EAST;

THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND CURVE THROUGH A CENTRAL ANGLE OF 22°56'33" AND AN ARC LENGTH OF 90.10 FEET **TO THE POINT OF BEGINNING**;

Robison Engineering Co. 846 Victorian Ave, Suite 20 Sparks, NV 89431 775-852-2251 LEGAL DESCRIPTION

CONTAINING 66,010 SQUARE FEET (1.52 ACRES) MORE OR LESS;

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CENTERLINE OF JOY LAKE ROAD BETWEEN RECORD WASHOE COUNTY CENTERLINE MONUMENTS WSCWM236 AND WSCWM237, TAKEN AS NORTH 44°32'28" EAST; GROUND DISTANCES SHOWN.

**END OF DESCRIPTION** 

Refer this description to your title company before incorporating into any document.

Prepared by: Michael S. Smith, PE, PLS

LOT 1

Segment #1: Line

Course: N17° 37' 25"W Length: 108.30'

North: 14803870.0196' East: 2261744.0343'

Segment #2: Line

Course: N67° 04' 08"W Length: 90.05'

North: 14803905.1052' East: 2261661.1006'

Segment #3: Curve

Length: 82.44' Radius: 2100.00'

Delta: 2.2493 (d) Tangent: 41.23'

Chord: 82.43' Course: N37° 57' 46"E

Course In: N50° 54' 45"W Course Out: S53° 09' 43"E

RP North: 14805229.1688' East: 2260031.1142'

End North: 14803970.0939' East: 2261711.8074'

Segment #4: Line

Course: S89° 34' 25"E Length: 249.23'

North: 14803968.2392' East: 2261961.0305'

Segment #5: Line

Course: S0° 25' 35"W Length: 185.01'

North: 14803783.2343' East: 2261959.6537'

Segment #6: Line

Course: N89° 34' 25"W Length: 95.00'

North: 14803783.9413' East: 2261864.6563'

Segment #7: Curve

Length: 90.10' Radius: 225.00'

Delta: 22.9426 (d) Tangent: 45.66'

Chord: 89.49' Course: S78° 57' 18"W

RP North: 14803558.9475' East: 2261862.9819'

End North: 14803766.7968' East: 2261776.8239'

Perimeter: 900.13' Area: 44600.18 Sq. Ft.

Error Closure: 0.0058 Course: S4° 00' 27"E

Error North: -0.00574 East: 0.00040

Precision 1: 155087.93

Lot 2

Segment #1: Line

Course: S44° 32' 28"W Length: 215.51'

North: 14803502.6299' East: 2261266.8878'

Segment #2 : Curve

Length: 172.95' Radius: 104.65'

Delta: 94.6878 (d) Tangent: 113.58'

Chord: 153.93' Course: N88° 06' 53"W

Course In: N45° 27' 31"W Course Out: S49° 13' 45"W

RP North: 14803576.0340' East: 2261192.2992'

End North: 14803507.6940' East: 2261113.0411'

Segment #3: Curve

Length: 78.54' Radius: 50.00'

Delta: 90.0000 (d) Tangent: 50.00'

Chord: 70.71' Course: N3° 57' 10"E

Course In: N48° 57' 10"E Course Out: N41° 02' 50"W

RP North: 14803540.5280' East: 2261150.7496'

End North: 14803578.2358' East: 2261117.9155'

Segment #4: Curve

Length: 371.72' Radius: 2100.00'

Delta: 10.1419 (d) Tangent: 186.35'

Chord: 371.24' Course: N44° 09' 30"E

Course In: N40° 46' 15"W Course Out: S50° 54' 45"E

RP North: 14805168.6237' East: 2259746.5416'

End North: 14803844.5698' East: 2261376.5374'

Segment #5: Line

Course: S67° 04' 08"E Length: 90.04'

North: 14803809.4881' East: 2261459.4619'

Segment #6: Line

Course: S17° 37' 25"E Length: 108.30'

North: 14803706.2710' East: 2261492.2511'

Segment #7: Curve

Length: 90.10' Radius: 225.00'

Delta: 22.9426 (d) Tangent: 45.66'

Chord: 89.49' Course: S56° 00' 45"W

Course In: S22° 30' 58"E Course Out: N45° 27' 32"W

RP North: 14803498.4224' East: 2261578.4133'

End North: 14803656.2450' East: 2261418.0496'

Perimeter: 1127.16' Area: 66208.35 Sq. Ft.

Error Closure: 0.0110 Course: N7° 12' 44"W

Error North: 0.01092 East: -0.00138

Precision 1: 99929.09



## ASSIGNMENT OF BENEFICIAL INTEREST IN WATER RIGHTS

This ASSIGNMENT OF BENEFICIAL INTEREST IN WATER RIGHTS ("Assignment"), dated for identification purposes as of the day of \_\_\_\_\_\_\_\_, 2024, is made by and between SINAI FAMILY TRUST ("Assignor") and MARK AND SHELLY LABEDSKI ("Assignee"), and is consented and agreed to by the Truckee Meadows Water Authority, a joint powers authority ("TMWA").

WHEREAS, TMWA owns record title to 3.72 AF of water rights comprising of uncommitted water rights ("Water Rights") held for the beneficial use of Assignor's future uses within TMWA's Truckee Meadows Resource Area more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Assignor may assign any portion of its beneficial right, title and interest to the use of the uncommitted Water Rights with TMWA's consent; and

WHEREAS, Assignor and Assignee desire Assignor to assign all of its beneficial right, title and interest to the use of 1.48 AF of Water Rights from Permit Nos. 35147, 35149, 58926 and 65364 to Assignee, to be dedicated by Assignee to TMWA for use in Assignee's project, more particularly described as 0 Joy Lake Rd. (APN 047-051-12), "Assignee's Future Project", proposed to be two Single Family Residential lots.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, Assignee and TMWA hereby agree as follows:

1. Assignment of Beneficial Interest. Assignor hereby assigns to Assignee all of Assignor's beneficial right, title and interest to the use of 1.48 AF of the Water Rights (a portion of Permit Nos. . 35147, 35149, 58926 and 65364) ("Assigned Water Rights") held by TMWA on behalf of and for the benefit of the Assignor. This assignment is subject to and conditional upon, and Assignee hereby accepts, the terms and conditions set forth in Rule 7. Assignor reserves for itself all beneficial right, title and interest in the remaining Water Rights not assigned to Assignee hereunder.

/
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/
/
Master Assignment of Beneficial Interest WR
Form Rev. 04-2020

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereunto subscribed the day and year first above written.

ASSIGNOR	ASSIGNEE
Sinai Family Trust	Marek and Shelly Labedski, husband and
( Lan )	wife.
By: Keen	
Name: David Reese	By:
Title: Co-Trustee	Name: Marek Labedski
By: James Coll	By:
Name: James P. Pace	Name: Shelly Labedski
Title: Co-Trustee	
Consented to:	
TRUCKEE MEADOWS WATER	
AUTHORITY	
2 (1 1 6 =	
By:	
Edmund Quaglieri,	
Water Rights Manager	
STATE OF NEVADA )	
) ss.	
COUNTY OF WASHOE )	
occivit of washon	
This instrument was acknowledged before me	on 25 day of APRIL, 2024, by
DAVID RESEARCE as (D-TR	therein named.
STATE OF THE STATE	viio viio viio viio viio viio viio viio
La Contact	(minimum)
Notary Public	DEBRA L. BUTCHER Notary Public - State of Nevada
	Appointment Recorded in Washoe County
	No: 92-0814-2 - Expires July 12, 2026
STATE OF NEVADA )	The state of the s
) ss. COUNTY OF WASHOE )	
COUNTY OF WADILOD	
This instrument was acknowledged before me or	day of
byas	
	, moroni namou.
Notary Public	
Master Assignment of Beneficial Interest WR	
Form Rev. 04-2020	

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereunto subscribed the day and year first above written.

ASSIGNOR Sinai Family Trust	ASSIGNEE Marek and Shelly Labedski, husband and
By:	wife.
Name: David Reese	By: Marek Labedski  By: Shelly Labedski
Title: Co-Trustee	Name: Marek Labedski
Title, Co-Tiustee	Ivalie, water Labeuski
Dyn	Dru Shell Laborti
By: Name: James P. Pace	By. Sharp Laboya
SO BOARDOON STORE STORES AND STOR	Name: Shelly Labedski
Title: Co-Trustee	
Consented to:	
TRUCKEE MEADOWS WATER	
AUTHORITY	
By:	
Edmund Quaglieri,	
Water Rights Manager	
STATE OF NEVADA ) ) ss.	
COUNTY OF WASHOE )	
,	
This instrument was acknowledged before me	on day of , 20 , by
as	therein named.
Notary Public	
Trotally I dollo	
TEYAS	
STATE OF NEVADA )	
) ss.	
COUNTY OF WASHOE )	
FOCT CON	
This instrument was acknowledged before me on by MACLY J. LABEDZKI is as Shelly	29th day of April , 20 24
by Macay The same single shelly	LASED ZK, therein named.
by IMACEL S. CABEDZLI . as	therein named.
N. D. I.I.	ERIKA CRUZ
Notary Public	Notary Public, State of Texas
Master Assignment of Beneficial Interest WR 2 Form Rev. 04-2020	Comm. Expires 12-27-2024
	Notary ID 130942925

### EXHIBIT "A"

## Water Rights Description

A portion of the water and water rights under Permit Nos. 35147, 35149, 58926 and 65364 equaling a total combined duty of not to exceed 1.48 acre-feet annually of groundwater, together with a proportionate share of the diversion rate of flow. Permits filed in the office of the State of Nevada, Division of Water Resources and granted by the State Engineer on or before January 21st, 2000.

## AFFIDAVIT OF NO PROPERTY OWNERS ASSOCIATION

Date:	April 24, 2024	
To:	Stewart Title Company	
File No.	: 2253516	
Property	y: 0 Joy Lake Road, Reno, NV 89511	
The und subject	dersigned Buyer and Seller herein certific property, therefore Escrow Agent is NOT	es that there is NO Property Owners Association on the to be concerned with ensuring whether one exists.
Escrow	Agent is hereby relieved of any liability or	responsibility in connection with same.
BUYER	S:	
 Marek L	.abedzki	Shelly Labedzki
SELLEI	RS:	
Nev	vid and Elva Sinai Foundation, Inc., a ada corporation	
By: Jam	es P. Pace, Secretary/Treasurer	



## TITLE COMMITMENT

for

0 Joy Lake Road Reno, Nevada0 Joy Lake Road, Reno, NV 89511

Escrow Number: 2253516

Escrow Officer Kelly Bradshaw (775) 507-3800 teambradshaw@stewart.com

Branch Location: Reno Office 540 W Plumb Ln, Suite 100 Reno, NV 89509

Signed and Received by:

David J. Forger



## TITLE COMMITMENT

for

0 Joy Lake Road Reno, Nevada0 Joy Lake Road, Reno, NV 89511

Escrow Number: 2253516

Escrow Officer
Kelly Bradshaw
(775) 507-3800
teambradshaw@stewart.com

Branch Location: Reno Office 540 W Plumb Ln, Suite 100 Reno, NV 89509

Signed and Received by:

Shelly Laberly 1:

## TRANSACTION QUESTIONNAIRE

\*\*HELP US HELP YOU TO A SMOOTH CLOSING\*\*

IF ANY OF THE BELOW QUESTIONS ARE ANSWERED "YES", OR IF YOU HAVE ANY QUESTIONS ABOUT THE BELOW INFORMATION, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY

- Have any of the principals filed bankruptcy?
- Do any of the principals plan to use a Power of Attorney?
- Are any of the principals going through a divorce?
- Is anyone currently vested in title deceased and/or incapacitated?
- Do any of the principals NOT have a valid photo identification?
- Is there construction work in progress, recently completed or is there unfinished construction?
- Is there a manufactured or mobile home on the property?
- Are the sellers a non-resident alien or an out of the country seller?
- Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- Will any of the principals be participating in a 1031 Exchange?
- Are any of the principals unable to sign at a Stewart Title Company office? If so, an approved notary will be required

THANK YOU FOR CHOOSING STEWART TITLE COMPANY!



## **ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**

ISSUED BY STEWART TITLE GUARANTY COMPANY

#### NOTICE

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

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

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

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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 Amount of Insurance 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.

Authorized Countersignature Stewart Title Company 540 W Plumb Ln, Suite 100 Reno, NV 89509

LEGUARANCE COMPORAÇÃO (COMPORAÇÃO (COMPORA

Frederick H. Eppinger President and CEO

> David Hisey Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2253516



#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 countersignature 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 is not liable for any other amendment to this Commitment.

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#### 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any,
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

#### 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. CLAIMS PROCEDURES

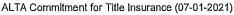
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

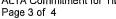
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#### 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

#### 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

### STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 2253516

ALTA Commitment for Title Insurance (07-01-2021)

Page 4 of 4





## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:

Stewart Title Company

Issuing Office:

540 W Plumb Ln, Suite 100, Reno, NV 89509

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number:
Issuing Office File Number:

2253516 2253516

Property Address:

0 Joy Lake Road, Reno, NV 89511

Revision Number:

1

#### Inquiries Should be Directed to:

Kelly Bradshaw, Escrow Officer (775) 507-3800 Fax: (775) 409-4340 Email: teambradshaw@stewart.com

1. Commitment Date: April 5, 2024 at 7:00AM

2. Policy to be issued:

**Proposed Amount of Insurance** 

(a) 2021 ALTA® Owner's Policy - Standard Proposed Insured: Marek Labedzki and Shelly Labedzki

\$455,000.00

(b) 2021 ALTA® Loan Policy - Standard Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

The David and Elva Sinai Foundation, Inc., a Nevada corporation

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

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File No,: 2253516

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 7

J.L.

Initial

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY

Authorized Countersignature Jenn Heuer-Hofheins, Title Officer

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ALTA Commitment for Title Insurance Schedule A (07-01-2021) Page 2 of 7

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### **ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) EXHIBIT "A"** LEGAL DESCRIPTION

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 2253516

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

That portion of Section 9 Township 17 North, Range 19 East, M.D.B.&M., described as follows;

The Northwest 1/4 of the Northeast 1/4 of Section 9, Township 17 North, Range 19 East, M.D.B.&M.,

Excepting therefrom any portion lying within State Highway 431 and Joy Lake Road as they now exist,

And further excepting therefrom any portion lying within Galena Estates Unit One.

The above legal description appeared previously in that certain Deed recorded April 17, 2012, as Document No. 4103561, of Official Records, pursuant to NRS Section 6. NRS 111.312.

APN: 047-051-12

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ALTA Commitment for Title Insurance Schedule A (07-01-2021) Page 3 of 7









# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 2253516

### 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. Show that restrictions or restrictive covenants have not been violated.
- 6. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
- 7. Pay all taxes, charges, and assessments affecting the land that are due and payable.
- 8. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.
- 9. The subject property appears to be free and clear of any liens or mortgages. An OWNERS FREE & CLEAR AFFIDAVIT, will be required to verify that this property is in fact unencumbered by any loans or liens.
- 10. Intentionally deleted
- 11. Intentionally deleted
- 12. Intentionally deleted
- 13. Intentionally deleted
- 14. Intentionally deleted
- 15. Intentionally deleted

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021) Page 4 of 7











### **ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)** SCHEDULE B PART II

**ISSUED BY** STEWART TITLE GUARANTY COMPANY

File No.: 2253516

### **Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

- 1. 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.
- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law 5. and not shown by the Public Records.
  - Exceptions 2-5 will be omitted on extended coverage policies.
- 6. Taxes or assessments which are not now payable or 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.
- (a) unpatented mining claims, (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; 7. (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights. privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021) Page 5 of 7



Initial

Initial

AMERICAN



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

- 9. Taxes for the fiscal year 2023 2024 have been paid in full in the amount of \$ 1,675.85 Assessors Parcel No.: 047-051-12
- 10. Any liens for water and/or sewer which may be levied by reasons of said premises being within the Washoe County Department of Water Resources, Utilities Service Division. Specific amounts may be obtained by calling (775)954-4601.
- 11. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.
- 12. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.
- 13. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
- 14. Water rights, claims or title to water, whether or not recorded.
- 15. Reservations as set forth in a Deed for maintenance of irrigation or water ditches and incidental purposes, recorded April 10, 1935, in Book 99 Page 50, as Document No. <u>69801</u>, of Deed Records.
- 16. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes in favor of Washoe County, for poles, cross arms, wires, cables, recorded June 30, 1934, in Book 95, Page 312, as Document No. 66752, of Deed Records.
- 17. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes in favor of Bell Telephone Company of Nevada, for communication facilities, recorded August 1, 1979, in Book 1414, Page 868, as Document No. 620941, of Official Records.
- 18. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM Survey.
- 19. Rights of parties in possession.

THE FOLLOWING NOTES ARE FOR INFORMATION PURPOSES ONLY:

Stewart Title Company RESERVES THE RIGHT TO AMEND THIS COMMITMENT/REPORT AT ANY TIME.

\*\*\*\*\*ATTENTION LENDERS\*\*\*\*\*

THE 100 ENDORSEMENT IS NO LONGER BEING OFFERED. THE REPLACEMENT ALTERNATIVE IS THE ALTA 9.10-06 AND IS NOW REFLECTED IN THE ALTA SUPPLEMENT IN THE COMMITMENT/REPORT.

NOTE: Any notes following the legal description (if any) referencing NRS 111.312 are required for recording purposes only and will not be insured in any policy of title insurance.

NOTE: A search of the Official Records for the county referenced in the above order number, for the 24 months immediately preceding the date above discloses the following instruments purporting to convey the title to said land: None

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 6 of 7





## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

NOTE: If any current work of improvements have been made on the herein described real property (within the last 90 days) and this Commitment/Report is issued in contemplation of a Policy of Title Insurance which affords mechanic lien priority coverage (i.e. ALTA POLICY); the following information must be supplied for review and approval prior to the closing and issuance of said Policy: (a) Copy of Indemnity Agreement; (b) Financial Statements; (c) Construction Loan Agreement; (d) If any current work of improvements have been made on the herein described real property Building Construction Contract between borrower and contractor; (e) Cost breakdown of construction; (f) Appraisal; (g) Copy of Voucher or Disbursement Control Statement (if project is complete).

NOTE: This commitment/report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this commitment/report or a resulting title policy for such rights or ownership.

NOTE: Notwithstanding anything to the contrary in this commitment/report, if the policy to be issued is other than an ALTA Owner's Policy (7/1/21) or ALTA Loan Policy (7/1/21), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this commitment/report. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: The map, if any, attached hereto is subject to the following disclaimer:

Stewart Title Company does not represent this plat as a survey of the land indicated hereon, although believed to be correct, no liability is assumed as to the accuracy thereof.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021) Page 7 of 7

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Updated: August 24, 2023

### STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### Stewart may collect the following categories of personal and financial information from you throughout your transaction:

- Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
- 2. Demographic Information: Marital status, gender, date of birth.
- Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### Stewart may collect personal information about you from:

- 1. Publicly available information from government records.
- 2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
- 3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### Stewart may use your personal information for the following purposes:

- 1. To provide products and services to you in connection with a transaction.
- 2. To improve our products and services.
- 3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

### Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technologybased assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- · Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

### Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to <a href="mailto:OptOut@stewart.com">OptOut@stewart.com</a>, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

Effective Date: January 1, 2020

Updated: August 24, 2023

### STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

#### Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

- A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- **D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

#### F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources;

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

### Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes;

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted
  offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- I. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies
  providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

### A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

### i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal Information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions
  reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- 8. Comply with a legal obligation.
- 3. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

### iv. <u>Correction of Inaccurate Information</u>

You have the right to request that Stewart correct any inaccurate information maintained about.

### v. <u>Limit the Use of Sensitive Personal Information</u>

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties,

### **Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

- 1. Emailing us at OptOut@stewart.com; or
- Visiting <a href="https://www.stewart.com/en/quick-links/ccpa-request.html">https://www.stewart.com/en/quick-links/ccpa-request.html</a>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above,

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an
  authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- · Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

### **Changes to This CCPA Notice**

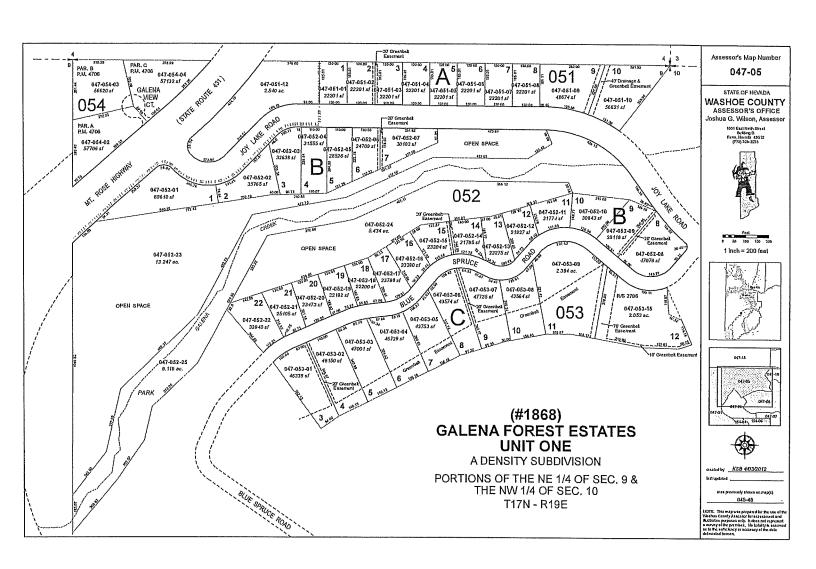
Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

### Link to Privacy Notice

https://www.stewart.com/en/privacy.html

### **Contact Information**

Stewart Information Services Corporation Attn: Mary Thomas, Chief Compliance and Regulatory Officer 1360 Post Oak Blvd., Ste. 100, MC #14-1 Houston, TX 77056



A.P.N. No.:	047-051-12			
R.P.T.T.	\$1,865.50			
File No.:	2253516 KB			
Recording Requested By:				
Stewart Title Company				
Mail Tax Statements To:		Same as below		
When Recorded Mail To:				
Marek Labedzki and Shelly Labedzki				
10011 Crescent Wood Drive				
Missouri City TX 77459				

### DOC #5452560

05/01/2024 12:43:22 PM Electronic Recording Requested By STEWART TITLE COMPANY - NV Washoe County Recorder Kalie M. Work

Fee: \$43.00 RPTT: \$1865.50

Page 1 of 3

### GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

### The David and Elva Sinai Foundation, Inc., a Nevada corporation

for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to

### Marek Labedzki and Shelly Labedzki, husband and wife, as joint tenants

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

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

Together with any and all water, water rights, ditch or ditch rights appurtenant to or thereunto belonging to the property described herein.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: April 25, 2024

SIGNATURÉS AND NOTARY ON PAGE 2 THIS GRANT BARGAIN SALE DEED MAY BE SIGNED IN COUNTERPART.

### 5452560 Page 2 of 3 - 05/01/2024 12:43:22 PM

The David and Elva Sinai Foundation, Inc., a  Nevada corporation	
By: David J. Reese, President	
By: James P. Pace, Secretary/Treasurer	
State of Nevada )	
) ss County of Washoe )	
This instrument was acknowledged before me on the St. David J. Reese and James P. Pace	day of PRIL , 2024
Signature: Notary Public	
My Commission Expires: 7112126	DEBRA L. BUTCHER Notary Public - State of Nevada
	Appointment Recorded in Washoe County No: 92-0814-2 - Expires July 12, 2026

# **EXHIBIT "A" LEGAL DESCRIPTION**

All that certain real property situate in the County of Washoe, State of Nevada, described as follows;

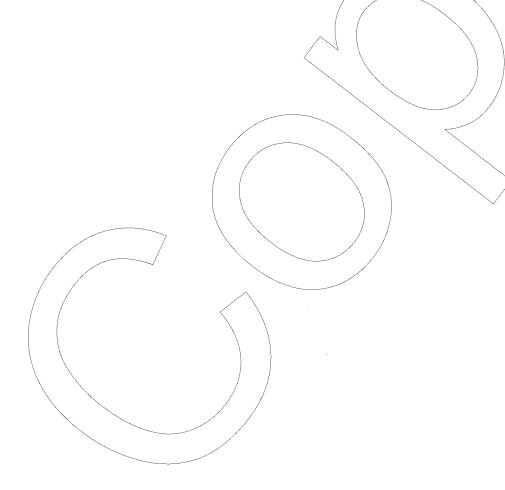
That portion of Section 9 Township 17 North, Range 19 East, M.D.B.&M., described as follows;

The Northwest 1/4 of the Northeast 1/4 of Section 9, Township 17 North, Range 19 East, M.D.B.&M.

Excepting therefrom any portion lying within State Highway 431 and Joy Lake Road as they now exist.

And further excepting therefrom any portion lying within Galena Estates Unit One.

The above legal description appeared previously in that certain Deed recorded April 17, 2012, as Document No. 4103561, of Official Records, pursuant to NRS Section 6. NRS 111.312.



### AFFIDAVIT OF NO PROPERTY OWNERS ASSOCIATION

Date:	April 24, 2024	
To:	Stewart Title Company	
File No.	: 2253516	
Property	y: 0 Joy Lake Road, Reno, NV 89511	
The und subject	dersigned Buyer and Seller herein certific property, therefore Escrow Agent is NOT	es that there is NO Property Owners Association on the to be concerned with ensuring whether one exists.
Escrow	Agent is hereby relieved of any liability or	responsibility in connection with same.
BUYER	S:	
 Marek L	.abedzki	Shelly Labedzki
SELLEI	RS:	
Nev	vid and Elva Sinai Foundation, Inc., a ada corporation	
By: Jam	es P. Pace, Secretary/Treasurer	



# TITLE COMMITMENT

for

0 Joy Lake Road Reno, Nevada0 Joy Lake Road, Reno, NV 89511

Escrow Number: 2253516

Escrow Officer Kelly Bradshaw (775) 507-3800 teambradshaw@stewart.com

Branch Location: Reno Office 540 W Plumb Ln, Suite 100 Reno, NV 89509

Signed and Received by:

David J. Fees



# TITLE COMMITMENT

for

0 Joy Lake Road Reno, Nevada0 Joy Lake Road, Reno, NV 89511

Escrow Number: 2253516

Escrow Officer
Kelly Bradshaw
(775) 507-3800
teambradshaw@stewart.com

Branch Location: Reno Office 540 W Plumb Ln, Suite 100 Reno, NV 89509

Signed and Received by:

Shelly Laberly 1:

### TRANSACTION QUESTIONNAIRE

\*\*HELP US HELP YOU TO A SMOOTH CLOSING\*\*

IF ANY OF THE BELOW QUESTIONS ARE ANSWERED "YES", OR IF YOU HAVE ANY QUESTIONS ABOUT THE BELOW INFORMATION, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY

- Have any of the principals filed bankruptcy?
- Do any of the principals plan to use a Power of Attorney?
- Are any of the principals going through a divorce?
- Is anyone currently vested in title deceased and/or incapacitated?
- Do any of the principals NOT have a valid photo identification?
- Is there construction work in progress, recently completed or is there unfinished construction?
- Is there a manufactured or mobile home on the property?
- Are the sellers a non-resident alien or an out of the country seller?
- Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- Will any of the principals be participating in a 1031 Exchange?
- Are any of the principals unable to sign at a Stewart Title Company office? If so, an approved notary will be required

THANK YOU FOR CHOOSING STEWART TITLE COMPANY!



### **ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**

ISSUED BY STEWART TITLE GUARANTY COMPANY

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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 Amount of Insurance 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.

Authorized Countersignature Stewart Title Company 540 W Plumb Ln, Suite 100 Reno, NV 89509

EGUARANTA COMPORATE COMPOR

Frederick H. Eppinger President and CEO

> David Hisey Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2253516



### **COMMITMENT CONDITIONS**

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 countersignature 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 is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its Issuing agent that may be in electronic form.

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### 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any,
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

### 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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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ALTA Commitment for Title Insurance (07-01-2021)





### 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

### 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

### STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 2253516

ALTA Commitment for Title Insurance (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:

Stewart Title Company

Issuing Office:

540 W Plumb Ln, Suite 100, Reno, NV 89509

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 2253516 Issuing Office File Number: 2253516

Property Address:

0 Joy Lake Road, Reno, NV 89511

Revision Number:

1

### Inquiries Should be Directed to:

Kelly Bradshaw, Escrow Officer (775) 507-3800 Fax: (775) 409-4340 Email: teambradshaw@stewart.com

1. Commitment Date: April 5, 2024 at 7:00AM

2. Policy to be issued:

**Proposed Amount of Insurance** 

(a) 2021 ALTA® Owner's Policy - Standard Proposed Insured: Marek Labedzki and Shelly Labedzki

\$455,000.00

(b) 2021 ALTA® Loan Policy - Standard Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

The David and Elva Sinai Foundation, Inc., a Nevada corporation

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2253516

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY

Authorized Countersignature Jenn Heuer-Hofheins, Title Officer

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ALTA Commitment for Title Insurance Schedule A (07-01-2021) Page 2 of 7

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### **ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) EXHIBIT "A"** LEGAL DESCRIPTION

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 2253516

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

That portion of Section 9 Township 17 North, Range 19 East, M.D.B.&M., described as follows;

The Northwest 1/4 of the Northeast 1/4 of Section 9, Township 17 North, Range 19 East, M.D.B.&M.,

Excepting therefrom any portion lying within State Highway 431 and Joy Lake Road as they now exist,

And further excepting therefrom any portion lying within Galena Estates Unit One.

The above legal description appeared previously in that certain Deed recorded April 17, 2012, as Document No. 4103561, of Official Records, pursuant to NRS Section 6. NRS 111.312.

APN: 047-051-12

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ALTA Commitment for Title Insurance Schedule A (07-01-2021) Page 3 of 7









# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 2253516

### 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. Show that restrictions or restrictive covenants have not been violated.
- 6. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
- 7. Pay all taxes, charges, and assessments affecting the land that are due and payable.
- 8. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.
- 9. The subject property appears to be free and clear of any liens or mortgages. An OWNERS FREE & CLEAR AFFIDAVIT, will be required to verify that this property is in fact unencumbered by any loans or liens.
- 10. Intentionally deleted
- 11. Intentionally deleted
- 12. Intentionally deleted
- 13. Intentionally deleted
- 14. Intentionally deleted
- 15. Intentionally deleted

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021) Page 4 of 7











### **ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)** SCHEDULE B PART II

**ISSUED BY** STEWART TITLE GUARANTY COMPANY

File No.: 2253516

### **Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

- 1. 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.
- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law 5. and not shown by the Public Records.
  - Exceptions 2-5 will be omitted on extended coverage policies.
- 6. Taxes or assessments which are not now payable or 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.
- (a) unpatented mining claims, (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; 7. (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights. privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021) Page 5 of 7



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## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

- 9. Taxes for the fiscal year 2023 2024 have been paid in full in the amount of \$ 1,675.85 Assessors Parcel No.: 047-051-12
- 10. Any liens for water and/or sewer which may be levied by reasons of said premises being within the Washoe County Department of Water Resources, Utilities Service Division. Specific amounts may be obtained by calling (775)954-4601.
- 11. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.
- 12. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.
- 13. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
- 14. Water rights, claims or title to water, whether or not recorded.
- 15. Reservations as set forth in a Deed for maintenance of irrigation or water ditches and incidental purposes, recorded April 10, 1935, in Book 99 Page 50, as Document No. <u>69801</u>, of Deed Records.
- 16. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes in favor of Washoe County, for poles, cross arms, wires, cables, recorded June 30, 1934, in Book 95, Page 312, as Document No. 66752, of Deed Records.
- 17. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes in favor of Bell Telephone Company of Nevada, for communication facilities, recorded August 1, 1979, in Book 1414, Page 868, as Document No. 620941, of Official Records.
- 18. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM Survey.
- 19. Rights of parties in possession.

THE FOLLOWING NOTES ARE FOR INFORMATION PURPOSES ONLY:

Stewart Title Company RESERVES THE RIGHT TO AMEND THIS COMMITMENT/REPORT AT ANY TIME.

\*\*\*\*\*ATTENTION LENDERS\*\*\*\*\*

THE 100 ENDORSEMENT IS NO LONGER BEING OFFERED. THE REPLACEMENT ALTERNATIVE IS THE ALTA 9.10-06 AND IS NOW REFLECTED IN THE ALTA SUPPLEMENT IN THE COMMITMENT/REPORT.

NOTE: Any notes following the legal description (if any) referencing NRS 111.312 are required for recording purposes only and will not be insured in any policy of title insurance.

NOTE: A search of the Official Records for the county referenced in the above order number, for the 24 months immediately preceding the date above discloses the following instruments purporting to convey the title to said land: None

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

NOTE: If any current work of improvements have been made on the herein described real property (within the last 90 days) and this Commitment/Report is issued in contemplation of a Policy of Title Insurance which affords mechanic lien priority coverage (i.e. ALTA POLICY); the following information must be supplied for review and approval prior to the closing and issuance of said Policy: (a) Copy of Indemnity Agreement; (b) Financial Statements; (c) Construction Loan Agreement; (d) If any current work of improvements have been made on the herein described real property Building Construction Contract between borrower and contractor; (e) Cost breakdown of construction; (f) Appraisal; (g) Copy of Voucher or Disbursement Control Statement (if project is complete).

NOTE: This commitment/report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this commitment/report or a resulting title policy for such rights or ownership.

NOTE: Notwithstanding anything to the contrary in this commitment/report, if the policy to be issued is other than an ALTA Owner's Policy (7/1/21) or ALTA Loan Policy (7/1/21), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this commitment/report. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: The map, if any, attached hereto is subject to the following disclaimer:

Stewart Title Company does not represent this plat as a survey of the land indicated hereon, although believed to be correct, no liability is assumed as to the accuracy thereof.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021) Page 7 of 7

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Updated: August 24, 2023

### STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### Stewart may collect the following categories of personal and financial information from you throughout your transaction:

- Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
- 2. Demographic Information: Marital status, gender, date of birth.
- Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### Stewart may collect personal information about you from:

- 1. Publicly available information from government records.
- 2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
- 3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### Stewart may use your personal information for the following purposes:

- 1. To provide products and services to you in connection with a transaction.
- 2. To improve our products and services.
- 3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

### Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technologybased assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- · Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

### Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to <a href="mailto:OptOut@stewart.com">OptOut@stewart.com</a>, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

Effective Date: <u>January 1, 2020</u>

Updated: August 24, 2023

### STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

#### Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

- A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- **D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

#### F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources;

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

### Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes;

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted
  offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- I. Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies
  providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

### A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

### i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal Information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions
  reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics
  and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you
  previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

### iv. <u>Correction of Inaccurate Information</u>

You have the right to request that Stewart correct any inaccurate information maintained about.

### v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties,

### **Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

- 1. Emailing us at OptOut@stewart.com; or
- 2. Visiting https://www.stewart.com/en/quick-links/ccpa-request.html

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above,

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an
  authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

#### Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- · Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

### **Changes to This CCPA Notice**

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

### Link to Privacy Notice

https://www.stewart.com/en/privacy.html

### **Contact Information**

Stewart Information Services Corporation Attn: Mary Thomas, Chief Compliance and Regulatory Officer 1360 Post Oak Blvd., Ste. 100, MC #14-1 Houston, TX 77056

