



First American Title

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 143-2645644

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

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

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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First American Title

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 143-2645644

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 1663 US Highway 395, Suite 101
Minden, NV 89423

Issuing Office's ALTA® Registry ID: 0007464

Commitment No.: 143-2645644

Property Address: 1105 Tuscan Court, Minden, NV 89423

Revision No.:

Inquiries Should Be Directed To:

Emily Tobias

Phone: (775)782-5411

Email: etobias@firstam.com

Issuing Office File No.: 143-2645644

SCHEDULE A

1. Commitment Date: January 07, 2022 8:00 AM
2. Policies to be issued:
 - (a) ALTA Homeowners (Eagle Owner) Policy
Proposed Insured: To Be Determined
Proposed Policy Amount: \$500,000.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in: Thomas R. Vander Laan and Natalia K. Vander Laan, husband and wife
5. The Land is described as follows:

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

By:

Cristina Jackson
Authorized Signatory

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First American Title

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 143-2645644

Commitment No.: 143-2645644

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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First American Title

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 143-2645644

Commitment No.: 143-2645644

SCHEDULE B, PART II

Exceptions

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

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

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

Exceptions 1-6 will be omitted on extended coverage policies

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

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9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
10. Any taxes that may be due as provided under NRS 361.4725.
11. Those taxes for the fiscal year July 1, 2021 through June 30, 2022, including any secured personal property taxes collected by the County Treasurer.

APN 1320-29-610-053

	Amount:	Status:
1st installment	\$944.03	Paid
2nd installment	\$944.02	Paid
3rd installment	\$944.02	Paid
4th installment	\$944.02	
Total	\$3,776.09	

Note: Said taxes become a lien on July 1, 2021, each installment will become due and payable on the following dates:

- 1st installment is due on the 3rd Monday of August, 2021.
- 2nd installment is due on the 1st Monday of October, 2021.
- 3rd installment is due on the 1st Monday of January, 2022.
- 4th installment is due on the 1st Monday of March, 2022.

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

12. Any lien which may be levied by the Minden Gardnerville Sanitation District and Town of Minden by reason of said land lying within its boundaries.
13. Any lien which may be levied by the Architectural Review Committee by reason of said land lying within its boundaries.
14. The terms and provisions contained in the document entitled Agreement for Annexation dated February 3, 2003, executed by and between Park Cattle Company and Minden-Gardnerville Sanitation District, recorded February 04, 2004 in Book No. 204, Page 1665 as Instrument No. [603781](#) of Official Records.
15. Covenants, conditions, and restrictions in a Grant, Bargain and Sale Deed recorded October 08, 2004, in Book 1004, Page 3043 as Instrument No. [626175](#) of Official Records.
16. The terms and provisions contained in the document entitled Deed of Development Rights recorded October 08, 2004 in Book No. 1004, Page 3047 as Instrument No. [626176](#) of Official Records.
 - A document declaring modifications thereof recorded August 24, 2005 in Book No. 805, Page 11146 as Instrument No. [653144](#) of Official Records.
17. Covenants, conditions, and restrictions in a Deed Restriction recorded August 24, 2005, in Book 805, Page 11137 as Instrument No. [653141](#) of Official Records.

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18. Covenants, conditions, and restrictions in a Deed Restriction recorded August 24, 2005, in Book 805, Page 11140 as Instrument No. [653142](#) of Official Records.
19. Covenants, conditions, and restrictions in a Deed Restriction recorded August 24, 2005, in Book 805, Page 11143 as Instrument No. [653143](#) of Official Records.
20. Easements and all other matters as shown and/or delineated upon the Final Subdivision Map Planned Unit Development PD 02-05 Monterra Phase 1, as shown on the map thereof as File No. [653145](#) filed in the Office of the County Recorder, Douglas County, Nevada.
21. The terms and provisions contained in the document entitled Development Agreement recorded July 26, 2006 in Book No. 706, Page 8995 as Instrument No. [680554](#) of Official Records.
 - A document declaring modifications thereof recorded July 14, 2008 in Book No. 708, Page 2254 as Instrument No. [726671](#) of Official Records.
 - A document declaring modifications thereof recorded December 08, 2009 in Book No. 1209, Page 1752 as Instrument No. [755192](#) of Official Records.

A document declaring modifications thereof recorded December 13, 2012 in Book No. 1212, Page 3609 as Instrument No. [0814498](#) of Official Records.
22. Covenants, conditions and restrictions in the document recorded February 08, 2007 in Book No. 207, Page 3630 as Instrument No. [694820](#) of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(C), of United States Codes.
23. A document entitled "Memorandum of Agreement", recorded October 27, 2011, in Book 1011, Page 4793 as Instrument No. [791546](#) of Official Records.
 - The last mentioned item was amended and restated by document recorded March 19, 2012 in Book 312, Page 3857 as Instrument No. [799008](#) of Official Records.

The last mentioned item was re-recorded March 20, 2012 in Book 312, Page 4312 as Instrument No. [799151](#) of Official Records.
24. A document entitled "Monterra Maintenance District #2014.141", recorded July 16, 2014, in Book Book 0714, Page 3463 as Instrument No. [0846402](#) of Official Records.
25. A declaration of homestead dated December 06, 2016, executed by Thomas R. Vander Laan, recorded December 06, 2016 as Instrument No. [2016-891695](#) of Official Records.
26. A Deed of Trust to secure an original indebtedness of \$300,000.00, and any other amounts or obligations secured thereby, recorded June 28, 2018, in Book N/A, as Instrument No. [2018-916203](#) of Official Records.

Dated: June 20, 2018

Trustor: Thomas R. Vander Laan and Natalia K. Vander Laan, husband and wife

Trustee: Nevada Title Company, a Nevada Corp.

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Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee
for SunTrust Mortgage, Inc. a Corporation

NOTE: According to the public records, there have been no Deeds conveying the land described herein within a period of 24 months prior to the date of this Report, except as follows: None

NOTE: This Report is preparatory to the issuance of an ALTA Policy of Title Insurance. We have no knowledge of any fact which would preclude the issuance of said ALTA Policy with Endorsements ALTA 9.10 and ALTA 22 attached.

There is located on the land a single family residence within a Planned Unit Development known as 1105 Tuscan Court, Minden, NV

Current Assessor's Parcel No.1320-29-610-053

(Note this number may be different from the Assessor's Parcel Number being used to pay current fiscal year taxes)

NOTE: Short term rate not applicable.

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INFORMATIONAL NOTES

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

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

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Map Legend

Parcel Boundary
Subdivision Boundary
Town Boundary
Township/Range/Section
Approximate River Center Line
Easements - See Recorded Documents
Open Space/Conservation Easements

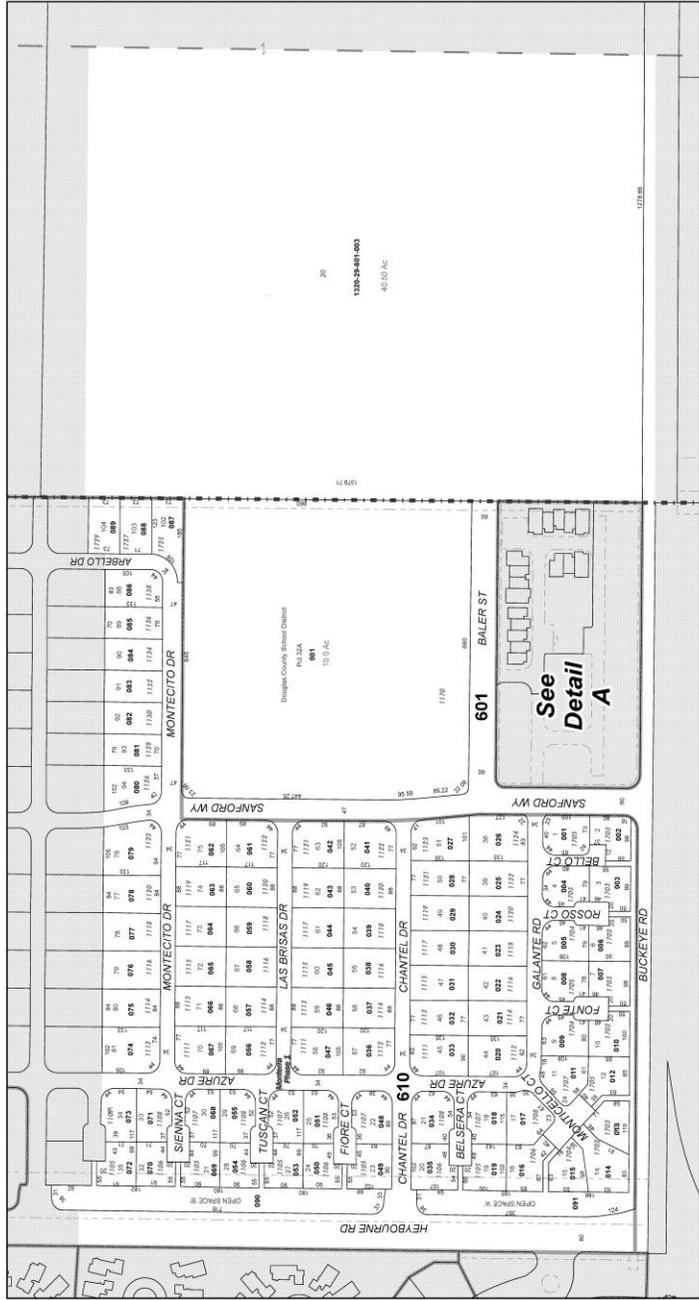
Parcel Number
Parcel Sub/Seq Number
Parcel Acreage
Parcel Block Number
Parcel Lot Number
Parcel Address

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1320-29-6
S 1/2 NE 1/4
SEC. 29
T 13 N R 20 E
DOUGLAS COUNTY, NEVADA
Douglas County Assessor

SCALE: 1" = 200'
REVSD: 12/5/2019



NOTE: This map is prepared for the use of the Douglas County Assessor, for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency and illustrative purposes only of the data delineated hereon.

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First American Title

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 143-2645644

Issuing Office File Number:

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

LOT 27 IN BLOCK B, AS SET FORTH ON THE FINAL SUBDIVISION MAP PLANNED UNIT DEVELOPMENT PD 02-05 MONTERRA PHASE 1 RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, STATE OF NEVADA, ON AUGUST 24, 2005 IN BOOK 0805, PAGE 11150 AS DOCUMENT NO. [653145](#) OF OFFICIAL RECORDS.

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