



# YERINGTON PLANNING COMMISSION

STEVE DOUGLAS, PRESIDENT  
ROBERT ARIGONI, VICE PRESIDENT  
TRAVIS CROWDER  
ERIC BODENSTEIN  
ELMER BULL  
LACEY PARROTT

YERINGTON PLANNING COMMISSION  
MEETING AGENDA  
OCTOBER 25, 2023 at 4:00 PM – CITY HALL

1. Meeting called to order, roll call reported and Pledge of Allegiance.
2. Public Participation/Comments: Public Comments(s) Shall not be Restricted Based on Content or View Point – No Action Will Be Taken
3. For Possible Action: Review and Approve the Agenda.  
NOTICE RE: NRS 237: When the Planning Commission approves this agenda, it also approves a motion ratifying staff action taken pursuant to NRS 237.030 et seq. with respect to items on this agenda, and determines that each matter on this agenda for which a Business Impact Statement has been prepared does impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business, and each matter which is on this agenda for which a Business Impact Statement has not been prepared does not impose a direct and significant economic impact on a business or directly restrict the formation, operation or expansion of a business. Public Comment on any item not on this agenda, and pertinent to the Planning Commission, will be received during the Public Participation/Comment portion of this meeting. This presiding officer will invite public comment pertaining to those matters on today's agenda during the planning commission's consideration of each individual matter, and before action, if any, is taken. Public comment is limited to three (3) minutes per person, per item, unless additional time is permitted, by the presiding officer.
4. For Possible Action: Approve the Planning Commission Minutes of July 26, 2023.
5. For Possible Action and recommendation to the Yerington City Council: Rick Christian of Denson Surveying, Inc. on behalf of Irina Wright and John Cameron is proposing a parcel map application with APN 001-481-06.
6. Public Participation/Comments: Public Comments(s) Shall not be Restricted Based on Content or View Point – No Action Will Be Taken

This is a tentative schedule for the meeting. The board reserves the right to take items in a different order to accomplish business in the most efficient manner and they may combine two or more agenda items for consideration. Items may also be removed from this agenda or delayed for later discussion.

NOTICE TO PERSONS WITH DISABILITIES: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Interim City Clerk at 463-3511 in advance so that arrangements may be conveniently made.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

I, Stacey Larsen, do certify that the foregoing agenda was duly posted at Yerington City Hall located at 14 E. Goldfield Ave, Yerington, NV 89447 and also online at the Nevada State Department of Administration web site at [notice.nv.gov](http://notice.nv.gov) and the City of Yerington website at [www.yerington.net](http://www.yerington.net) on the 20<sup>th</sup> of October 2023. For questions or supporting materials regarding this agenda, please call Stacey Larsen at (775)463-3511.

  
Stacey Larsen, Planning Commission Secretary

The City of Yerington is an equal opportunity provider

July 26, 2023

The Yerington Planning Commission met in the City Council Chambers at 4:00 pm with the following members present:

President Steve Douglas  
Commissioner Elmer Bull  
Commissioner Robert Arigoni  
Commissioner Eric Bodenstein  
Commissioner Lacey Parrott  
City Manager Robert Switzer  
Building Inspector Joel Brown  
Planning Commission Secretary Stacey Larsen  
Attorney Chuck Zumpft via telephone

Absent:

Commissioner Travis Crowder  
City Clerk Sheema D. Shaw

Guests:

Rick Christian with Denson Surveying, Inc.

Agenda Approval

Commissioner Bodenstein made a motion to approve the agenda for the July 26, 2023 meeting as presented, seconded by Commissioner Parrott. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

Minutes of June 28, 2023 meeting

Commissioner Bodenstein made a motion to approve the minutes for the June 28, 2023 meeting as presented, seconded by Commissioner Bull. President Douglas asked for public comments, there were no Public comments and the motion carried unanimously.

**Reversion of Acreage–Rick Christian with Denson Surveying, Inc. on behalf of Bethann & Clark Stanford is proposing a reversion of acreage application APN 001-032-08 & 001-032-35.**

Rick Christian with Denson Surveying, Inc. addressed the commissioners with a reversion of acreage for Bethann and Clark Stanford. He stated that several months ago was presented a reversion of acreage before the commissioners pertaining to this parcel. He stated that the south portion of this parcel APN 001-032-35 became a part of APN 001-032-36. He stated that now we are doing a reversion of acreage to encompass APN 001-032-35 into the Stanford existing parcel APN 001-032-08.

Commission Bull asked if it was the parcel to the north and Mr. Christian stated yes.

President Douglas asked if there were any conflict with easements and Mr. Christian stated there are no easements. President Douglas stated there is an easement along the back of the property and Mr. Christian confirmed there is one.

President Douglas asked if the City had any questions and City Manager Robert Switzer stated none at this time. President Douglas asked if there were any feedback from any property owners that live 300 feet around APN's in question and City Manager Switzer stated that we did not receive any feedback.

Rick Christian asked when this reversion of acreage application will go in front of City Council and City Manager Switzer stated August 14<sup>th</sup>.

**Reversion of Acreage-Rick Christian with Denson Surveying, Inc. on behalf of Bethann & Clark Stanford is proposing a reversion of acreage APN 001-032-08 & 001-032-35.**

Commissioner Parrott made a motion to approve the reversion of acreage for APN 001-032-08 and 001-032-35 submitted by Bethann & Clark Stanford as presented, seconded by Commissioner Bull. President Douglas asked for public comments, there were no public comments and the motion carried unanimously.

There being no further business the meeting was adjourned.

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Steve Douglas  
Planning Commissioner President

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Stacey Larsen  
Planning Commission Secretary



**PARCEL MAP APPLICATION  
CITY OF YERINGTON  
14 E. GOLDFIELD AVENUE  
YERINGTON NV 89447  
(775) 463-3511**

Owner: Irina Wright, John Cameron Surveyor: Denson Surveying Inc.  
E. & A.  
Address: 1550 S. Wells Ave. Ste 202 Address: P.O. Box 528  
City/State/Zip: Reno NV 89502 City/State/Zip: Yerington NV 89447  
Telephone: 775-322-8678 Telephone: (775) 463-3611  
Assessor's Parcel Number: 001-481-06 Zoning: C2

**REQUIRED ITEMS FOR APPLICATION**

1. Nine (9) copies of Parcel Map.
    - a. Eight sets to be a minimum size of twenty-four inches by thirty-two inches (24" x 32")
    - b. One set to be a minimum size of eleven inches by seventeen inches (11" x 17") or half size.
  2. One (1) copy of the Deed.
  3. One (1) copy of the Metes and Bounds description.
  4. Application fee of \$1,000.00. Non-refundable.
- Note: Map must be prepared by a registered Nevada Land Surveyor.

**OWNERS OR REPRESENTATIVE'S CERTIFICATE:**

All the facts as stated herein are correct to the best of my knowledge and belief.

[Signature]  
Signature of Owner or Representative

State of Nevada

County of Washoe

On the 15 day of September, 2023 personally appeared before me  
Irina Wright, who acknowledged that  
he / she executed the above instrument.

[Signature]  
Notary Public



# AFFIDAVIT

## PROPERTY TAX:

I, Nicole Wagner, hereby  
certify that all required property taxes are currently paid on Assessor's Parcel  
Number(s):

- 001-481-06
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

☐ Per Computer ☐ Per Telephone Call

Dated this 29th day of September, 20 23.

Nicole Wagner  
Deputy City Clerk

## Official Record

Requested By  
IRINA WRIGHT

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 2 Fee: \$15.00  
Recorded By: AT RPTT: \$2,168.48

0522601

RECORDING REQUESTED BY:  
AT MAILING ADDRESS:Irina Wright  
326 W. Liberty Street  
Reno, Nevada 89501

WHEN RECORDED MAIL TO:

Irina Wright  
326 W. Liberty Street  
Reno, Nevada 89501

APN: 001-481-06

APN: 001-481-07

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE, made this 30<sup>th</sup> day of May, 2014, by and between YERINGTON GOLF AND COUNTRY CLUB, LLC, a Nevada limited liability company, hereinafter called the "Grantor" and IRINA WRIGHT, a married woman, as to an undivided seventy five (75) percent interest and JOHN CAMERON, a married man, as to an undivided twenty five (25) percent interest, hereinafter called "Grantees".

## W I T N E S S E T H:

That the Grantor for valuable consideration to him in hand paid by the Grantees, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the Grantees, their successors and assigns forever, all that certain real property situate in the County of Lyon, State of Nevada, more particularly described as follows;

Parcels 2 and 3 of the Parcel Map for COTTONWOOD PROPERTY ACQUISITION, according to the map thereof, filed in the Office of the County Recorder of Lyon County, State of Nevada, on January 11, 2007, as Document No. 398701, Official Records.

TOGETHER WITH all water rights appurtenant to said property including all primary ground water rights, all storage water rights and all supplemental ground water rights.

TOGETHER WITH, all and singular, the tenements, the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises together with the appurtenances, unto the Grantees, their successors and assigns forever.

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Grant, Bargain and Sale Deed



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IN WITNESS WHEREOF, the Grantor has hereunto set his hand and caused this instrument to be executed the day and year first above written.

YERINGTON GOLF AND COUNTRY CLUB, LLC,  
a Nevada limited liability company

by *Gary M. Spackman*  
GARY M. SPACKMAN, Manager

STATE OF NEVADA )  
                                  : ss  
COUNTY OF WASHOE )

This instrument was acknowledged before me on the 30<sup>th</sup> day of May, 2014, by GARY M. SPACKMAN, Manager of YERINGTON GOLF AND COUNTRY CLUB, LLC, A Nevada limited liability company.

*Leslie Schuh*  
Notary Public



Unofficial

STATE OF NEVADA  
DECLARATION OF VALUE

Requested By  
IRINA WRIGHT

Lyon County - NV  
Mary C. Milligan - Recorder

Page 1 of 1 Fee: \$15.00  
Recorded By: AT RPIT: \$2,168.40

1. Assessor Parcel Number (s)

- a) 001-481-06  
b) 001-481-07  
c) \_\_\_\_\_  
d) \_\_\_\_\_

2. Type of Property:

- |  |  |
|--|--|
| a) <input type="checkbox"/> Vacant Land    | b) <input type="checkbox"/> Single Fam Res.      |
| c) <input type="checkbox"/> Condo/Townhome | d) <input type="checkbox"/> 2-4 Plex             |
| e) <input type="checkbox"/> Apt. Bldg.     | f) <input checked="" type="checkbox"/> Comm/Indl |
| g) <input type="checkbox"/> Agricultural   | h) <input type="checkbox"/> Mobile Home          |
| i) <input type="checkbox"/> Other          |  |

FOR RECORDERS OPTIONAL USE ONLY

Notes: NOT A SALE

BKC/AT

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$

Transfer Tax Value: \$

Real Property Transfer Tax Due: \$2,168.40

555,574  
\$55,574.00 (AAV)

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_  
b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100.00 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature \_\_\_\_\_ Capacity Grantee  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Yerington Golf & Country Club LL  
Address: 111 Highway 208  
City: Yerington  
State: NV Zip: 89447

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Irina Wright, John Cameron  
Address: 326 W. Liberty Street  
City: Reno  
State: NV Zip: 89501

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

## OFFICIAL RECORD

Requested By:  
THOMAS PRUTZMANLyon County, NV  
Margie Kassebaum, RecorderFee: \$38.00 RPTT: \$95.55  
Recorded By: jtouneRECORDING REQUESTED BY:  
AT MAILING ADDRESS:Irina Wright  
326 W. Liberty Street  
Reno, Nevada 89501

WHEN RECORDED MAIL TO:

Irina Wright  
326 W. Liberty Street  
Reno, Nevada 89501

APN: 001-481-06

APN: 001-481-07

DEED

THIS INDENTURE, made this 25 day of October, 2018, by and between IRINA WRIGHT, a married woman, hereinafter called the "Grantor" and JOAN DONNER, a single woman, hereinafter called "Grantees".

## W I T N E S S E T H:

That the Grantor for valuable consideration to her in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the Grantee, her successors and assigns forever, five (5%) percent of her seventy five (75%) percent interest in the real property situated in the County of Lyon, State of Nevada, more particularly described as follows;

Parcels 2 and 3 of the Parcel Map for COTTONWOOD PROPERTY ACQUISITION, according to the map thereof, filed in the Office of the County Recorder of Lyon County, State of Nevada, on January 11, 2007, as Document No. 398701, Official Records.

TOGETHER WITH all water rights appurtenant to said property including all primary ground water rights, all storage water rights and all supplemental ground water rights.

Deed

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TOGETHER WITH, all and singular, the tenements, the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises together with the appurtenances, unto the Grantees, her successors and assigns forever.

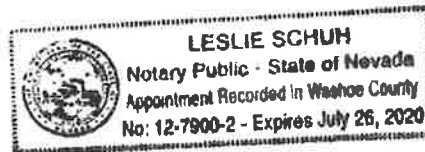
IN WITNESS WHEREOF, the Grantor has hereunto set her hand and caused this instrument to be executed the day and year first above written.

IRINA WRIGHT

STATE OF NEVADA )  
 : ss  
COUNTY OF WASHOE )

This instrument was acknowledged before me on the 25<sup>th</sup> day  
 of October, 2018, by IRINA WRIGHT.

Leslie Schuch  
Notary Public



## OFFICIAL RECORD

Requested By:  
THOMAS PRUTZMANLyon County, NV  
Margie Kassebaum, RecorderFee: \$38.00 RPTT: \$48.75  
Recorded By: jtouneRECORDING REQUESTED BY:  
AT MAILING ADDRESS:Irina Wright  
326 W. Liberty Street  
Reno, Nevada 89501

WHEN RECORDED MAIL TO:

Irina Wright  
326 W. Liberty Street  
Reno, Nevada 89501

APN: 001-481-06

APN: 001-481-07

DEED

THIS INDENTURE, made this 29<sup>th</sup> day of August, 2019, by and between IRINA WRIGHT, a married woman, hereinafter called the "Grantor" and IRINA WRIGHT, a married woman, seventy (70%) percent interest and THOMAS PRUTZMAN, two and one half (2½%) percent hereinafter called "Grantee".

## W I T N E S S E T H:

That the Grantor for valuable consideration to her in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the Grantee, his successors and assigns forever, two and one half (2½%) percent of her seventy two and one half (72½) percent interest in the real property situated in the County of Lyon, State of Nevada, more particularly described as follows:

Parcels 2 and 3 of the Parcel Map for COTTONWOOD PROPERTY ACQUISITION, according to the map thereof, filed in the Office of the County Recorder of Lyon County, State of Nevada, on January 11, 2007, as Document No. 398701, Official Records.

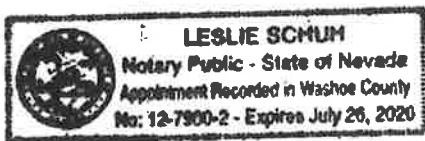
TOGETHER WITH all water rights appurtenant to said property including all primary ground water rights, all storage water rights and all supplemental ground water rights.

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TOGETHER WITH, all and singular, the tenements, the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises together with the appurtenances, unto the Grantees, their successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and caused this instrument to be executed the day and year first above written.



*IRINA WRIGHT*  
IRINA WRIGHT

STATE OF NEVADA )  
                                  : ss  
COUNTY OF WASHOE )

This instrument was acknowledged before me on the 29<sup>th</sup> day of August, 2019, by IRINA WRIGHT.

*Leslie Schum*  
Notary Public

## OFFICIAL RECORD

Requested By:  
THOMAS PRUTZMANLyon County, NV  
Margie Kassebaum, RecorderFee: \$38.00 RPTT: \$48.75  
Recorded By: jtowneRECORDING REQUESTED BY:  
AT MAILING ADDRESS:Irina Wright  
326 W. Liberty Street  
Reno, Nevada 89501

WHEN RECORDED MAIL TO:

Irina Wright  
326 W. Liberty Street  
Reno, Nevada 89501APN: 001-481-06  
APN: 001-481-07DEED

THIS INDENTURE, made this 29<sup>th</sup> day of August, 2019, by and between IRINA WRIGHT, a married woman, hereinafter called the "Grantor" and IRINA WRIGHT, a married woman, seventy (70%) percent interest and JEEFREY BACLET, a married man, two and one half (2½%) percent hereinafter called "Grantee".

## W I T N E S S E T H:

That the Grantor for valuable consideration to her in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the Grantee, his successors and assigns forever, two and one half (2½%) percent of her seventy two (72½%) percent interest in the real property situated in the County of Lyon, State of Nevada, more particularly described as follows;

Parcels 2 and 3 of the Parcel Map for COTTONWOOD PROPERTY ACQUISITION, according to the map thereof, filed in the Office of the County Recorder of Lyon County, State of Nevada, on January 11, 2007, as Document No. 398701, Official Records.

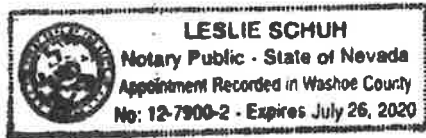
TOGETHER WITH all water rights appurtenant to said property including all primary ground water rights, all storage water rights and all supplemental ground water rights.

///  
///

TOGETHER WITH, all and singular, the tenements, the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents issues and profits thereof.)

TO HAVE AND TO HOLD, all and singular, the said premises together with the appurtenances, unto the Grantees, their successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and caused this instrument to be executed the day and year first above written.



*IRINA WRIGHT*  
IRINA WRIGHT

STATE OF NEVADA )  
                              : ss  
COUNTY OF WASHOE )

This instrument was acknowledged before me on the 29<sup>th</sup> day of August, 2019, by IRINA WRIGHT.

*Leslie Schuh*  
Notary Public

TOTAL AREA  
TRAVERSE AND CLOSURE REPORT  
-----

Line:

Beginning at N = 14663252.71, E = 2459987.21  
Ending at N = 14663387.52, E = 2460014.23  
N11d20'06"E Length = 137.49'

Line:

Beginning at N = 14663387.52, E = 2460014.23  
Ending at N = 14663384.77, E = 2460184.45  
S89d04'27"E Length = 170.24'

Line:

Beginning at N = 14663384.77, E = 2460184.45  
Ending at N = 14663433.11, E = 2460185.23  
N0d55'33"E Length = 48.35'

Line:

Beginning at N = 14663433.11, E = 2460185.23  
Ending at N = 14663429.41, E = 2460420.60  
S89d05'57"E Length = 235.39'

Line:

Beginning at N = 14663429.41, E = 2460420.60  
Ending at N = 14662954.39, E = 2460416.04  
S0d33'00"W Length = 475.04'

Line:

Beginning at N = 14662954.39, E = 2460416.04  
Ending at N = 14662955.17, E = 2460338.63  
N89d25'21"W Length = 77.41'

Line:

Beginning at N = 14662955.17, E = 2460338.63  
Ending at N = 14663010.44, E = 2460190.66  
N69d31'06"W Length = 157.95'

Line:

Beginning at N = 14663010.44, E = 2460190.66  
Ending at N = 14663212.72, E = 2460193.79  
N0d53'06"E Length = 202.31'

Line:

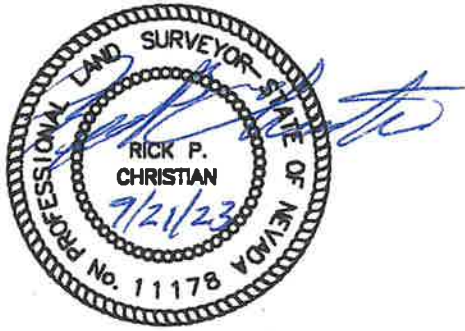
Beginning at N = 14663212.72, E = 2460193.79  
Ending at N = 14663252.71, E = 2459987.21  
N79d02'42"W Length = 210.41'

Boundary is closed.

Total length = 1714.6039'

Total area = 133647.22 Sq.Ft.

Total area = 3.07 Acres



EXP:12/31/24

PARCEL 2A  
TRAVERSE AND CLOSURE REPORT  
-----

Line:

Beginning at N = 14663252.71, E = 2459987.21  
Ending at N = 14663387.52, E = 2460014.23  
N11d20'06"E Length = 137.49'

Line:

Beginning at N = 14663387.52, E = 2460014.23  
Ending at N = 14663384.77, E = 2460184.45  
S89d04'27"E Length = 170.24'

Line:

Beginning at N = 14663384.77, E = 2460184.45  
Ending at N = 14663433.11, E = 2460185.23  
N0d55'33"E Length = 48.35'

Line:

Beginning at N = 14663433.11, E = 2460185.23  
Ending at N = 14663429.41, E = 2460420.60  
S89d05'57"E Length = 235.39'

Line:

Beginning at N = 14663429.41, E = 2460420.60  
Ending at N = 14663259.68, E = 2460418.97  
S0d33'00"W Length = 169.73'

Line:

Beginning at N = 14663259.68, E = 2460418.97  
Ending at N = 14663260.80, E = 2460303.11  
N89d27'00"W Length = 115.87'

Line:

Beginning at N = 14663260.80, E = 2460303.11  
Ending at N = 14663212.72, E = 2460193.79  
S66d15'46"W Length = 119.42'

Line:

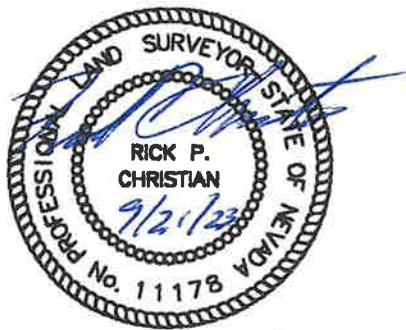
Beginning at N = 14663212.72, E = 2460193.79  
Ending at N = 14663252.71, E = 2459987.21  
N79d02'42"W Length = 210.41'

Boundary is closed.

Total length = 1206.9080'

Total area = 71532.46 Sq.Ft.

Total area = 1.64 Acres



EXP:12/31/24

PARCEL 2B  
TRAVERSE AND CLOSURE REPORT  
-----

Line:

Beginning at N = 14663010.44, E = 2460190.66  
Ending at N = 14663212.72, E = 2460193.79  
N0d53'06"E Length = 202.31'

Line:

Beginning at N = 14663212.72, E = 2460193.79  
Ending at N = 14663260.80, E = 2460303.11  
N66d15'46"E Length = 119.42'

Line:

Beginning at N = 14663260.80, E = 2460303.11  
Ending at N = 14663259.68, E = 2460418.97  
S89d27'00"E Length = 115.87'

Line:

Beginning at N = 14663259.68, E = 2460418.97  
Ending at N = 14662954.39, E = 2460416.04  
S0d33'00"W Length = 305.31'

Line:

Beginning at N = 14662954.39, E = 2460416.04  
Ending at N = 14662955.17, E = 2460338.63  
N89d25'21"W Length = 77.41'

Line:

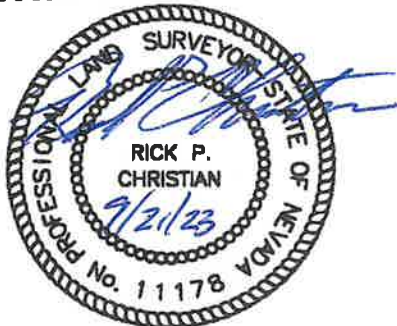
Beginning at N = 14662955.17, E = 2460338.63  
Ending at N = 14663010.44, E = 2460190.66  
N69d31'06"W Length = 157.95'

Boundary is closed.

Total length = 978.2768'

Total area = 62114.76 Sq.Ft.

Total area = 1.43 Acres



EXP:12/31/24



# TITLE COMMITMENT

for

111 Highway 208  
Yerington, NV 89447

Escrow Number:  
1892882

Escrow Officer  
Sherry Baker

*sherry.baker@stewart.com*

Branch Location:  
Reno Office  
5390 Kietzke Ln., Suite 101  
Reno, NV 89511



## 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  
5390 Kietzke Ln., Suite 101  
Reno, NV 89511



  
Frederick H. Eppinger  
President and CEO

  
David Hisey  
Secretary

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File No.: 1892882

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

Page 1 of 4

AMERICAN  
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# 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!**

## 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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File No.: 1892882

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

Page 2 of 4

AMERICAN  
LAND TITLE  
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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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File No.: 1892882

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

Page 3 of 4

AMERICAN  
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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 <http://www.alta.org/arbitration>.

**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.: 1892882

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: 5390 Kietzke Ln., Suite 101, Reno, NV 89511  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 1892882  
Issuing Office File Number: 1892882  
Property Address: 111 Highway 208, Yerington, NV 89447  
Revision Number:

**Inquiries Should be Directed to:**

Sherry Baker, Escrow Officer  
Fax:  
Email: sherry.baker@stewart.com

1. **Commitment Date:** November 29, 2022 at 8:00AM

2. **Policy to be issued:**

**Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard  
Proposed Insured: To Follow

(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:**

Irina Wright, a married woman, and John Cameron, a married man; Jeffrey Baclet, a married man; Thomas Prutzman; and Joan Donner, a single woman, as their interests appear

5. **The Land is described as follows:**

See Exhibit "A" Attached Hereto

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File No.: 1892882

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

Page 1 of 9

Initial

Initial

Initial

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  
Jared Wiss, Title Officer

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File No.: 1892882

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

Page 2 of 9

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Initial

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 1892882

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

Parcels 2 and 3 of the Parcel Map for COTTONWOOD PROPERTY ACQUISITION, according to the map thereof, filed in the office of the County Recorder of Lyon County, State of Nevada on January 11, 2007 as Document No. 398701, Official Records.

APN: 001-481-06, 001-481-07

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File No.: 1892882

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

Page 3 of 9

Initial

Initial

Initial

Initial



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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 1892882

**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 requirement that payment in full per demand and a release to follow or at close is required for a Claim of Lien against Irinia Wright / John Cameron in favor of The City of Yerington, in the amount of \$10,784.20 plus interest and costs, recorded on September 27, 2018 as Document No. 586779, Official Records of Lyon County, Nevada.
10. The requirement that payment in full per demand and a release to follow or at close is required for a Claim of Lien against Irinia Wright / John Cameron in favor of the City of Yerington, in the amount of \$10,484.20 plus interest and costs, recorded on October 11, 2019 as Document No. 603854, Official Records of Lyon County, Nevada.
11. 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.
12. The requirement that an Owner's Declaration/Affidavit be completed, and supplied for review prior to the issuance of a policy of title insurance.
13. The vested title holder Irinia Wright acquired the property in question without a proper conveyance of the community property interest of their spouse. A deed from the spouse of the current title holder will be required prior to the close of escrow.

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File No.: 1892882

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

Page 4 of 9

Initial

Initial

Initial

Initial



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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

14. The vested title holder John Cameron acquired the property in question without a proper conveyance of the community property interest of their spouse. A deed from the spouse of the current title holder will be required prior to the close of escrow.
15. The vested title holder Jeffrey Baclet acquired the property in question without a proper conveyance of the community property interest of their spouse. A deed from the spouse of the current title holder will be required prior to the close of escrow.
16. The possible community or homestead interest of the spouse of the herein vested title holder if said holder is a married person.
17. PLEASE PROVIDE BUYERS NAME PRIOR TO THE CLOSE OF ESCROW.

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File No.: 1892882

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

Page 5 of 9

Initial

Initial

Initial

Initial

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 1892882

**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.
5. Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law 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.
7. (a) unpatented mining claims, (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
8. 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.
9. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.

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File No.: 1892882

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

Page 6 of 9

Initial

Initial

Initial

Initial

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

10. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.
11. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
12. Water rights, claims or title to water, whether or not recorded.

13. State and County Taxes for the fiscal year July 1, 2022 to June 30, 2023, together with any other taxes or assessments collected therewith, a lien, now due and payable: ASSESSORS PARCEL NUMBER: 001-481-06  
QUARTERLY INSTALLMENTS  
1st \$1,299.16  
Status Delinquent (Due the 3rd Monday in August)  
2nd \$1,246.00  
Status Delinquent (Due the 1st Monday in October)  
3rd \$1,246.00  
Status Open (Due the 1st Monday in January)  
4th \$1,246.00  
Status Open (Due the 1st Monday in March)  
Total \$4,987.19  
Additional Penalties: \$174.73

THIS PROPERTY HAS A DELINQUENCY. Please contact the Lyon County Treasurer at (775) 463-6501 for current payment information.

14. State and County Taxes for the fiscal year July 1, 2022 to June 30, 2023, together with any other taxes or assessments collected therewith, a lien, now due and payable: ASSESSORS PARCEL NUMBER: 001-481-06  
QUARTERLY INSTALLMENTS  
1st \$276.60  
Status Delinquent (Due the 3rd Monday in August)  
2nd \$264.00  
Status Delinquent (Due the 1st Monday in October)  
3rd \$264.00  
Status Open (Due the 1st Monday in January)  
4th \$264.00  
Status Open (Due the 1st Monday in March)  
Total \$1,095.10  
Additional Penalties: \$37.14

THIS PROPERTY HAS A DELINQUENCY. Please contact the Lyon County Treasurer at (775) 463-6501 for current payment information.

15. The right of the County of Lyon to collect all deferred taxes, deferred interest, and penalties, if any, upon conversion from agricultural or open space use.
16. Any additional liens which may be levied by reason of said premises being within the City of Yerington Water and Sewer.

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File No.: 1892882

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

Page 7 of 9

Initial

Initial

Initial

Initial

AMERICAN  
LAND TITLE  
ASSOCIATION



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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

17. Any additional liens which may be levied by reason of said premises being within the Walker River Irrigation District.
18. Subject to any rights and/or provisions of the General Highway Act for improvements, repairs or landscaping to the public highway, located along the boundary of the herein described property.
19. Right of way, and incidental purposes, granted to Walker River Irrigation District by an instrument, recorded on November 22, 1939, in Book 30, Page 355, Deed Records of Lyon County, Nevada.  
N/A
20. Easement to construct, operate and maintain communication and electric facilities, and incidental purposes, granted to Sierra Pacific Power Company and California Interstate Telephone Company, by an instrument, recorded on June 26, 1968, in Book 51, Page 480, Deed Records of Lyon County, Nevada.  
N/A
21. Covenants, conditions and restrictions as set forth in an instrument, recorded on January 2, 1996, as Document No. 188811, Official Records of Lyon County, Nevada; but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.  
CLEAR N/A

Said covenants, conditions and restrictions were amended in an instrument, recorded on March 30, 2001, as Document No. 259151, Official Records of Lyon County, Nevada.

Said covenants, conditions and restrictions were amended in an instrument, recorded on June 17, 2005, as Document No. 354042, Official Records of Lyon County, Nevada.

22. A Water Rights Assessment Agreement executed by and between the parties named herein, subject to the terms, covenants and conditions therein provided, dated April 27, 2005, by and between Cottonwood Property Acquisition, LLC, a Nevada limited liability company and Walker River Irrigation District, recorded on May 12, 2005, as Document No. 350613, Official Records of Lyon County, Nevada.  
N/A
23. A Water Rights Assessment Agreement executed by and between the parties named herein, subject to the terms, covenants and conditions therein provided, dated April 27, 2005, by and between Cottonwood Property Acquisition, LLC, a Nevada limited liability company and Walker River Irrigation District, recorded on May 12, 2005, as Document No. 350615, Official Records of Lyon County, Nevada.  
N/A
24. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map for Cottonwood Property Acquisition, filed in the office of the County Recorder of Lyon County, State of Nevada, on January 11, 2007, as Document No. 398701. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.  
Have
- 25.
26. Water Rights Assessment Agreement executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, recorded on December 7, 2011 as Document No. 484961, Official Records of Lyon County, Nevada.  
N/A

*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.: 1892882

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

Page 8 of 9

Initial

Initial

Initial

Initial

AMERICAN  
LAND TITLE  
ASSOCIATION



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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

27. 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.

ALTA SUPPLEMENT: This commitment/report is preparatory to the issuance of a 2021 ALTA Extended Coverage Lenders Policy of Title Insurance. We have no knowledge of any fact which would preclude the issuance of said ALTA Policy with an ALTA 9.10-06 and a CLTA 116.01-06/ALTA 22-06 attached. The CLTA 116.01-06/ALTA 22-06 Endorsement will read as follows: There is located on said land a Single Family Residence, known as 111 Highway 208, Yerington, NV 89447.

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

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.

*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.: 1892882

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

Page 9 of 9

Initial

Initial

Initial

Initial



## Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this Privacy Notice for California Residents ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

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

Category	Examples	Collected?
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.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, 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, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, 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 Information

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.
- 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 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 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, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of 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 in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

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

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- 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 for a business purpose:

- 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: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### 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.

### Deletion Request Rights

You have the right to request that Stewart delete any of your 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:

1. 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.).
6. 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.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

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.

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. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

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.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

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

Houston, TX 77056



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Rick Christian  
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Yerington, NV 89447

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Yerington, NV 89447

Steven Ward  
11 Cottonwood Dr  
Yerington, NV 89447

Lotus & Peggy Rubert  
8 Fairway Dr  
Yerington, NV 89447

Mark & Diana Moore  
23 Cottonwood Ct  
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Margaret Prachar & Karen Hardesty  
22 Maple Dr  
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Michael Roberson  
16 Fairway Dr  
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Quilici Family Enterprises, LLC  
722 Willington Dr  
Spring Creek, NV 89815

Stephen & Sharon Alexander  
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Yerington, NV 89447

Janice Shipley  
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