

**EXHIBIT 1**

**EXHIBIT 1**



## First Centennial Title Company of Nevada

3700 Lakeside Dr, Ste 110, Reno, NV 89509

Phone: (775)689-1810 • Fax: 775-800-5701



### COMMITMENT FOR TITLE INSURANCE

Issued By

**REAL ADVANTAGE TITLE INSURANCE COMPANY**

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**Today's Date:**

February 14, 2024

**Order No.:** 24039530-CD

**Escrow Officer:** Cheryl Dougherty

**Proposed Buyer/Borrower:** Built Investments, LLC

**Property Address:** 0 Riverside Drive, Reno, NV 89503

**Lender:**

**Loan Amount:** \$0.00

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First Centennial Title of Nevada

A handwritten signature in black ink, reading "Julie M. Moreno", written over a horizontal line.

Julie M. Moreno, Authorized Signatory



## COMMITMENT FOR TITLE INSURANCE

### 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, Real Advantage Title Insurance Company, a California 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 N/A after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### 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.

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## COMMITMENT FOR TITLE INSURANCE

- 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; and
  - 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 is not liable for any other amendment to this Commitment.

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## COMMITMENT FOR TITLE INSURANCE

### 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.
- 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.

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## COMMITMENT FOR TITLE INSURANCE

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.

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.

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## COMMITMENT FOR TITLE INSURANCE

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

Issuing Agent: First Centennial Title Company of Nevada  
Issuing Office: 3700 Lakeside Dr, Ste 110, Reno, NV 89509  
Issuing Office's ALTA® Registry ID: 1022833  
Loan ID No.:  
Commitment No.: 24039530-CD-1  
Issuing Office File No.: 24039530-CD  
Property Address: 0 Riverside Drive, Reno, NV 89503

### SCHEDULE A

1. Commitment Date: February 2, 2024 at 12:00 AM
2. Policy to be issued:
  - a. ALTA Owner's Policy (2021)  
Proposed Insured: Built Investments, LLC  
Proposed Amount of Insurance: TBD  
The estate or interest to be insured: Fee Simple
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:  
CITY OF RENO, a Nevada municipal corporation
5. The Land is described as follows:  
SEE SCHEDULE C ATTACHED HERETO

First Centennial Title of Nevada

Julie M. Moreno, Authorized Signatory



By:

William D. Burding, Jr. - Executive Vice President & General Counsel

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## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **PRIOR TO THE CLOSE OF ESCROW FIRST CENTENNIAL TITLE COMPANY WILL REQUIRE:**
  - a. An Owner's Declaration/Affidavit be completed and supplied for review prior to the issuance of any policy of title insurance.
6. **NOTE:**  
According to the public records there have been no conveyances of the property described in this Report within a period of 24 months prior to the date of this Report, except as follows:  
None.

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



24039530-CD





## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B, PART II 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. (a) 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.  
(b) 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.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or which may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) 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.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**Exceptions 1-7 will be omitted on extended coverage policies**

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



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## SCHEDULE B, PART II

(Continued)

8. General and Special Taxes for the fiscal year 2023-2024, including any secured personal property taxes and any district assessments, are shown as EXEMPT by the Washoe County Treasurer's Office.
9. Any additional tax that may be levied against said land due to the supplemental tax roll, by reason of a change in ownership or completion of new construction thereon.
10. Any liens that may be created for Delinquent Sewer Charges by reason of said premises lying within the City of Reno/Sparks, the County of Washoe (Sewer). Contact the following for Sewer/Water, and/or Tax Assessment information: City of Reno Sewer at (775) 334-2095; City of Sparks Sewer at (775) 353-2360; County of Washoe Sewer at (775) 954-4601; Washoe County Treasurer at (775) 328-2510. Delinquent amounts may be added to and collected through the secured real property tax roll of the Washoe County Assessor's Office and included in the tax installments referenced above.

Any liens as created by the Central Truckee Meadows Remediation District, the Golden Valley Aquifer Recharge Program, or the North Spanish Springs Floodplain Detention Facility. Please fax demands to Washoe County Utilities at (775) 328-3699.

Any liens which may be or may become due the Sun Valley General Improvement District by reason of said land being within the boundaries of said District, and any use of the services provided thereby. Please contact the following number for specific amounts – (775)673-2220.

Any liens which may be or may become due the Incline Village General Improvement District by reason of said land being within the boundaries of said District, and any use of the services provided thereby. Please contact the following number for specific amounts – (775)832-1203.

11. Any unpaid charges for delinquent garbage fees, plus any interest and/or penalties, which would create a lien and attach to said premises, pursuant to Nevada Revised Statutes Section 444.520.
12. Any facts, rights, interests, easements, encroachments or claims which a correct survey would show.
13. Any rights, interest or claims of parties in possession of the land not disclosed by the public records.
14. Except all water, claims or rights to water, in or under said land.
15. Right of way line for the English Mill Ditch, and any easements pertaining thereto.

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



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## SCHEDULE B, PART II

(Continued)

16. Any Adverse claim based upon the assertion that:
- a) "Said land or any part thereof is now, or at any time has been below the ordinary high water mark of the Truckee River."
  - b) "Some portion of said land has been created by artificial means or has accreted to such portion so created."
  - c) "Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Truckee River or has been formed by accretion to any such portion."
  - d) Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public.
17. An easement for an underground sewer line, and incidental purposes, granted to City of Reno, a municipal corporation, as set forth in an instrument recorded February 17, 1972, in Book 615, Page 37, as Document No. 235239, Official Records.
18. An easement for an underground sewer line, and incidental purposes, granted to City of Reno, a municipal corporation, as set forth in an instrument recorded February 17, 1972, in Book 615, Page 39, as Document No. 235240, Official Records.
19. An easement for an underground sewer line, and incidental purposes, granted to City of Reno, a municipal corporation, by Corrected Grant of Easement, recorded April 28, 1975, in Book 887, Page 399, as Document No. 362408, Official Records.
20. A right of way for road purposes as contained in a Deed, recorded on March 8, 1912, in Book 40, Page 255, as Document No. 537, Deed Records of Washoe County, Nevada. Exact location is not disclosed of record.
21. A perpetual right of way for the construction and maintenance of a sewer, together with the right to go in and upon said premises for the purposes of constructing, maintaining and repairing a sewer, as set forth in an instrument recorded on March 9, 1912, in Book 40, Page 257, as Document No. 542, Deed Records of Washoe County, Nevada.
22. A right of way, as set forth in an instrument, recorded on June 10, 1920, in Book 55, Page 307, as Document No. 19351, Deed Records of Washoe County, Nevada.
23. A right of way, as set forth in an instrument, recorded on June 10, 1920, in Book 55, Page 309, as Document No. 19352, Deed Records of Washoe County, Nevada.

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## SCHEDULE B, PART II

(Continued)

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



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## SCHEDULE B, PART II

(Continued)

24. A Deed of Trust to secure an original principal amount of \$2,450,000.00, and any other amounts as therein provided, recorded May 1, 2006, as Document No. 3382096, Official Records, [Washoe] County, Nevada.

Dated: May 1, 2006

Trustor: DAVANTI INVESTMENTS, LLC, a Nevada Limited Liability Company

Trustee: STEWART TITLE OF NORTHERN NEVADA

Beneficiary: FIRST SAVINGS BANK FBO JOHN ANSON IRA, an undivided 3.061% interest, et al.

A Request for Notice under said Deed of Trust, recorded May 8, 2007, as Document No. 3529430, that a copy of any Notice of Default and/or Notice of Sale be mailed to: Equity Lending Partners, LLC, a Nevada Limited Liability Company, at 401 Court Street, Suite A, Reno, NV 89501.

A partial assignment of beneficial interest under said Deed of Trust recorded May 21, 2007, as Document No. 3534673, aforesaid records.

Assignor: ROBERT W. MICHAEL and DIANA G. MICHAEL

Assignee: MELVIN W. JOERG TESTAMENTARY TRUST, CHARLES W. JOERG, TTEE

An instrument substitutes WESTERN TITLE COMPANY, INC., a Nevada corporation, as the trustee in said Deed of Trust, recorded November 14, 2007, as Document No. 3594226, Official Records, Washoe County, Nevada.

A Request for Notice under said Deed of Trust, recorded November 28, 2007, as Document No. 3597993, that a copy of any Notice of Default and/or Notice of Sale be mailed to: Equity Lending Partners, LLC, a Nevada Limited Liability Company, at 401 Court Street, Suite A, Reno, NV 89501.

Notice of Default and Election to Sell under the terms of the above Deed of Trust recorded December 4, 2007, as Document No. 3600130, and re-recorded December 26, 2007, as Document No. 3606004, Official Records, Washoe County, Nevada.

A Notice of Trustee's Sale under the terms of the above Deed of Trust recorded April 10, 2008, as Document No. 3638596, Official Records, Washoe County, Nevada.

Said Sale is scheduled to take place on April 29, 2008 at 11:00 am.

Please contact (775) 850-7176 to verify the status of the sale.

A Request for Notice under said Deed of Trust, recorded April 16, 2009, as Document No. 3750014, that a copy of any Notice of Default and/or Notice of Sale be mailed to: Collaborative Design Studio, at 9444 Double R Blvd., Suite B, Reno, Nevada 89521 and Sean L. Brohawn, Esq., Fahrendorf, Vilorio, Oliphant & Oster, L.L.P., at P.O. Box 3677, Reno, Nevada 89505.

A partial assignment of beneficial interest under said Deed of Trust recorded May 21, 2009, as Document No. 3761793, aforesaid records.

Assignor: FIRST SAVINGS BANK fbo CLEMENT HERRED IRA

Assignee: TRISH RIPPIE REALTY, INC. MONEY PURCHASE PLAN, PATRICIA RIPPIE, Trustee

A Request for Notice under said Deed of Trust, recorded June 26, 2009, as Document No. 3775472, that a copy of any Notice of Default and/or Notice of Sale be mailed to: Equity Lending Partners, LLC, Attn: Angela, 401 Court St., Reno, NV 89501.

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Schedule BII



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## SCHEDULE B, PART II

(Continued)

25. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Reversion Tract Map 4748, recorded February 23, 2007, as Document No. 3501504, Official Records.

Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

26. A Deed of Trust to secure an original principal amount of \$70,000.00, and any other amounts as therein provided, recorded May 3, 2007, as Document No. 3528592, Official Records, [Washoe] County, Nevada.  
Dated: May 2, 2007  
Trustor: DAVANTI INVESTMENTS, LLC, a Nevada Limited Liability Company  
Trustee: STEWART TITLE COMPANY OF NORTHERN NEVADA  
Beneficiary: EQUITY LENDING PARTNERS, LLC, a Nevada Limited Liability Company

An instrument substitutes PHIL FRINK & ASSOCIATES, INC., a Nevada corporation, as the trustee in said Deed of Trust, recorded August 7, 2007, as Document No. 3562643, Official Records, Washoe County, Nevada.

Said Deed of Trust has been modified by an instrument recorded November 28, 2007, as Document No. 3597990, aforesaid records.

A Subordination Agreement recorded on November 28, 2007, as Document No. 3597991, Official Records of Washoe County, Nevada.

A Request for Notice under said Deed of Trust, recorded April 16, 2009, as Document No. 3750012, that a copy of any Notice of Default and/or Notice of Sale be mailed to: Collaborative Design Studio, 9444 Double R Blvd, Suite B, Reno, Nevada 89521 and to Sean L. Brohawn, Esq., Fahrendorf, Vilorio, Oliphant & Oster, L.L.P., at P.O. Box 3677, Reno, Nevada 89505.

A partial assignment of beneficial interest under said Deed of Trust recorded February 12, 2010, as Document No. 3848849, aforesaid records.

Assignor: ELP CAPITAL, INC.  
Assignee: ELP TD HOLDINGS, LLC

27. A Financing Statement filed in the office of the County Recorder, showing Equity Lending Partners, LLC, as Secured Party, and Davanti Investments, LLC, a Nevada Limited Liability Company, as Debtor, recorded on May 3, 2007, as Document No. 3528593, Official Records of Washoe County, Nevada.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Real Advantage 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; and 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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ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



24039530-CD

## SCHEDULE B, PART II

(Continued)

28. A Deed of Trust to secure an original principal amount of \$50,000.00, and any other amounts as therein provided, recorded May 25, 2007, as Document No. 3536996, Official Records, [Washoe] County, Nevada.
- Dated: May 24, 2007  
Trustor: DAVANTI INVESTMENTS, LLC, a Nevada Limited Liability Company  
Trustee: FIRST AMERICAN TITLE COMPANY OF NEVADA  
Beneficiary: DANIEL B. BROWER and JEANNE M. BROWER, Trustees or their successors in trust, under the D.B. and J.M. BROWER FAMILY REVOCABLE LIVING TRUST, dated February 27, 1991

The effect of Subordination Agreement recorded on November 28, 2007, as Document No. 3597991, Official Records of Washoe County, Nevada. (SUBORDINATION AGREEMENT PURPORTS TO SUBORDINATE SAID DEED OF TRUST TO A DEED OF TRUST IN THE AMOUNT OF \$40,000.00, dated SEPTEMBER 14, 2007, NO SUCH DEED OF TRUST APPEARS OF RECORD).

A Request for Notice under said Deed of Trust, recorded November 28, 2007, as Document No. 3597994, that a copy of any Notice of Default and/or Notice of Sale be mailed to: Equity Lending Partners, LLC, a Nevada Limited Liability Company, at 401 Court Street, Suite A, Reno, NV 89501.

A Request for Notice under said Deed of Trust, recorded April 16, 2009, as Document No. 3750013, that a copy of any Notice of Default and/or Notice of Sale be mailed to: Collaborative Design Studio, 9444 Double R Blvd, Suite B, Reno, Nevada 89521 and to Sean L. Brohawn, Esq., Fahrendorf, Vilorio, Oliphant & Oster, L.L.P., at P.O. Box 3677, Reno, Nevada 89505.

29. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Subdivision Map for Riverside Drive Condominiums, recorded June 26, 2007 as Document No. 3547781, Official Records.

Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

30. Covenants, conditions, restrictions, reservations, easements, assessments, liens and charges set forth in a Declaration of Restrictions, recorded June 26, 2007, as Document No. 3547782, Official Records, Washoe County, Nevada; but omitting any covenants or restrictions, if any, but not limited to those based on 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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Real Advantage 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; and 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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ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



24039530-CD

## SCHEDULE B, PART II

(Continued)

31. A Deed of Trust to secure an original principal amount of \$65,000.00, and any other amounts as therein provided, recorded November 28, 2007, as Document No. 3597992, Official Records, [Washoe] County, Nevada.  
Dated: November 19, 2007  
Trustor: DAVANTI INVESTMENTS, LLC, a Nevada Limited Liability Company  
Trustee: STEWART TITLE OF NEVADA  
Beneficiary: EQUITY LENDING PARTNERS, LLC, a Nevada Limited Liability Company
- The beneficial interest under said Deed of Trust was assigned to ELP TD HOLDINGS, LLC, by Instrument recorded February 12, 2010, as Document No. 3848850, aforesaid records.
32. An action commenced July 29, 2009, entitled JEFFREY A. LUNDAHL, ARCHITECH LTD., a Nevada professional corporation, d/b/a Collaborative Design Studio, Plaintiff, vs DAVANTI INVESTMENTS, LLC, a Nevada Limited Liability Company, and DOES 1-10, inclusive, Defendants, in the Second Judicial District Court of the State of Nevada in and for the County of Washoe, Case No. CV09-02325. Notice of the pendency of said action was recorded July 29, 2009, under Document No. 3786240, Official Records, Washoe County, Nevada.
33. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Declaration of Covenant," recorded January 27, 2010, as Document No. 3843103, of Official Records.
34. A Provision in the Conveyance where the Vestee acquired title on April 1, 2011 as Document No. 3989067, Official Records, which reads as follows: **"it was determined that a public purpose will be served by the acquisition of such property for the use of open space."**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Real Advantage 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; and 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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ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



24039530-CD





## **COMMITMENT FOR TITLE INSURANCE**

### **SCHEDULE C**

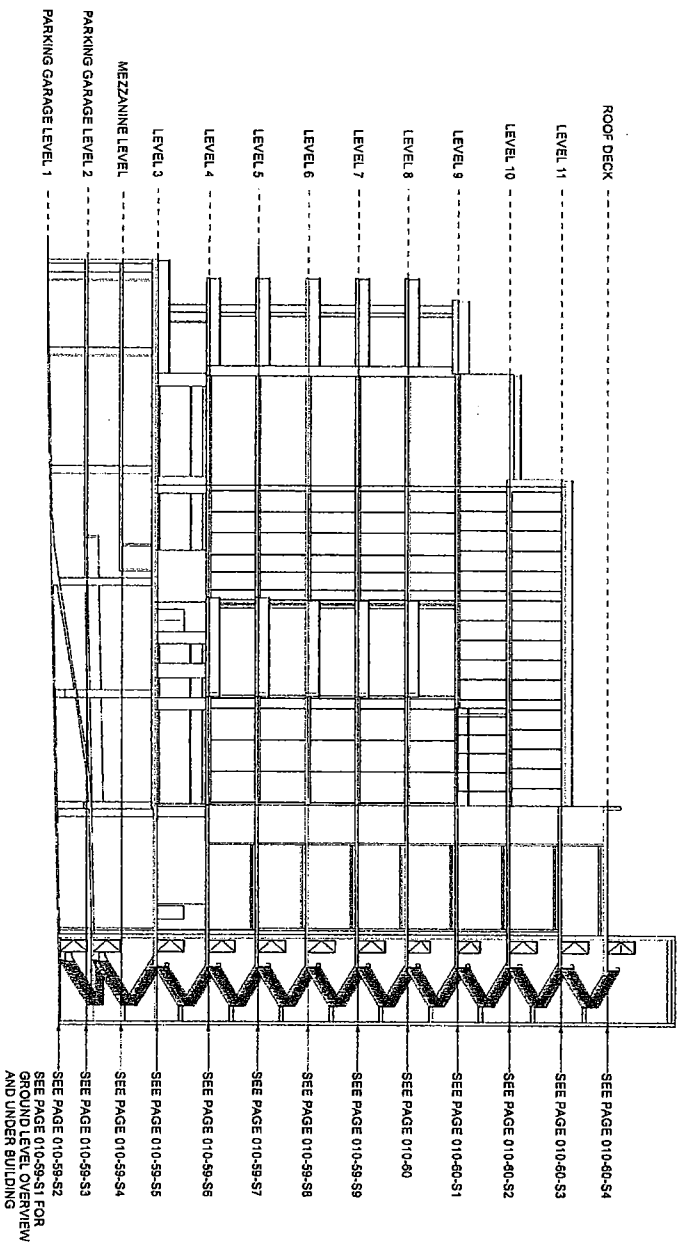
The Land is described as follows:

All that property lying within the exterior boundaries of RIVERSIDE DRIVE CONDOMINIUMS, recorded on June 26, 2007 in the office of the County Recorder of Washoe County, Nevada, as File No. 3547781, Tract No. 4795.

FURTHER EXCEPTING THEREFROM all that portion thereof, if any, lying below the natural ordinary high water line of the Truckee River.

Assessors Parcel No.: 010-590-01 & 02  
010-591-01 & 02  
010-592-01 to 06  
010-593-01 to 06  
010-594-01 to 06  
010-595-01 to 06  
010-601-01 to 06  
010-602-01 to 04  
010-603-01 to 04  
010-604-01

(#4795)  
**RIVERSIDE DRIVE CONDOMINIUMS**  
**OVERVIEW**  
A POR. OF THE SE ¼ OF SEC. 10  
T19N - R19E



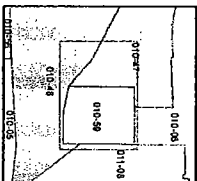
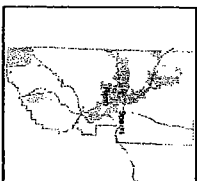
Assessor's Map Number  
**010-59**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSASSOR'S OFFICE  
Joshua G. Wilson, Assessor

1001 East Main Street  
Reno, Nevada 89502  
(775) 335-2231



010-59 15 22.5 30  
1 inch = 30 feet



created by: **NLH 7/22/2010**  
last updated: \_\_\_\_\_  
area previously shown on map(s): **010-59**

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and mapping purposes only. It is not intended to be a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data furnished thereon.

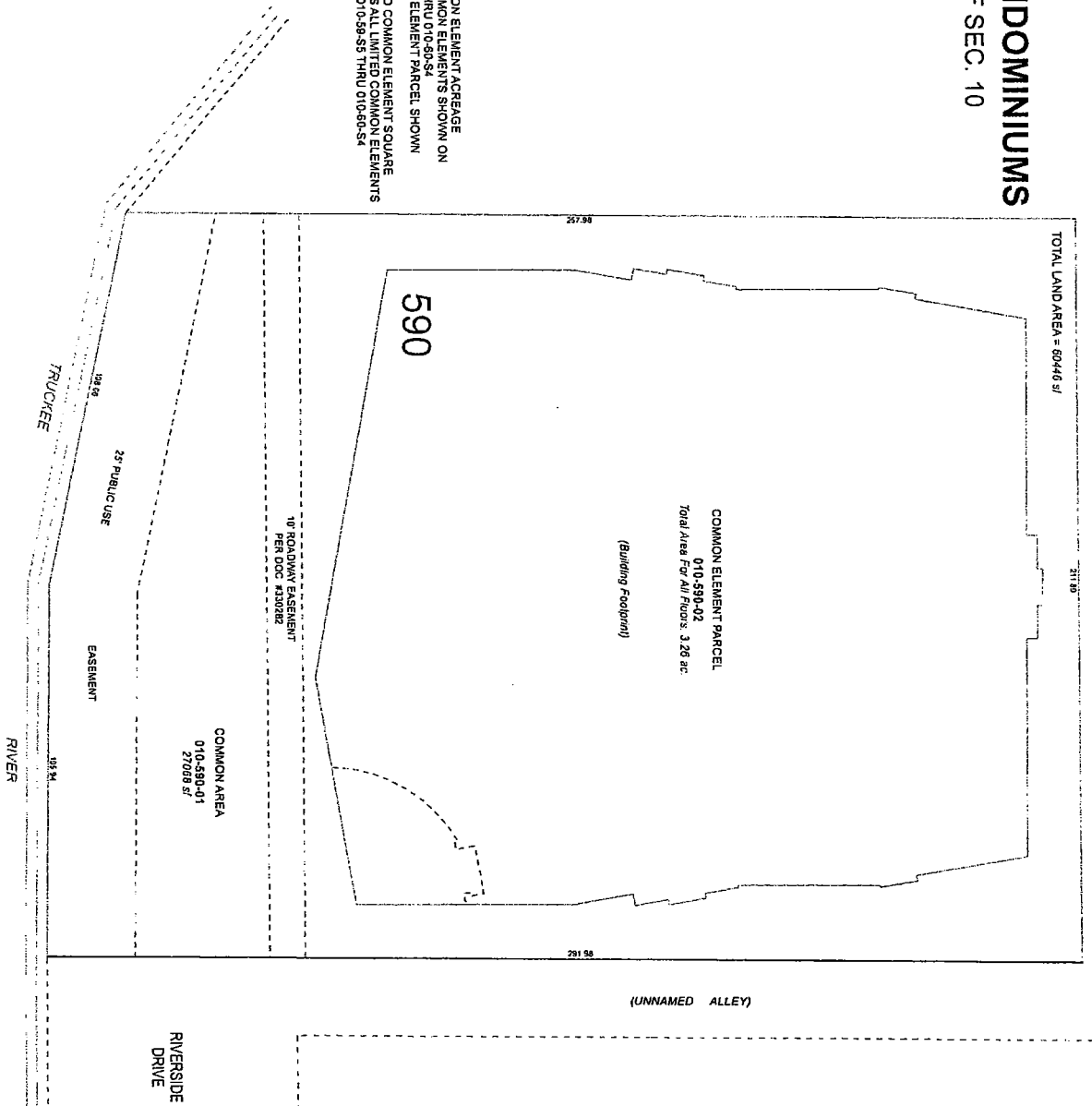
(#4795)

# RIVERSIDE DRIVE CONDOMINIUMS

A POR. OF THE SE 1/4 OF SEC. 10  
T19N - R19E

Description: Washoe, NV Assessor Map 10.59 Page: 2 of 10  
Order: 1587 Comment:

NOTES:  
- COMBINED COMMON ELEMENT ACRESAGE  
INCLUDES ALL COMMON ELEMENTS SHOWN ON  
PAGES 010-59-S2 THRU 010-59-S4  
- LIMITED COMMON ELEMENT PARCEL SHOWN  
ON PAGE 010-59-S1  
- COMBINED LIMITED COMMON ELEMENT SQUARE  
FOOTAGE INCLUDES ALL LIMITED COMMON ELEMENTS  
SHOWN ON PAGES 010-59-S2 THRU 010-59-S4

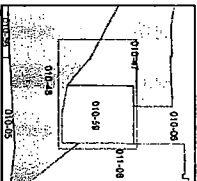
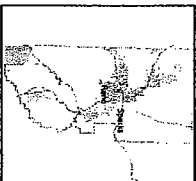


Assessor's Map Number  
**010-59-S1**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor  
1601 Earl Nixen Street  
Reno, Nevada 89512  
(775) 328-2221



Scale  
0 10 20 30  
Feet  
0.375" = 15  
0.75" = 30  
1 inch = 30 feet



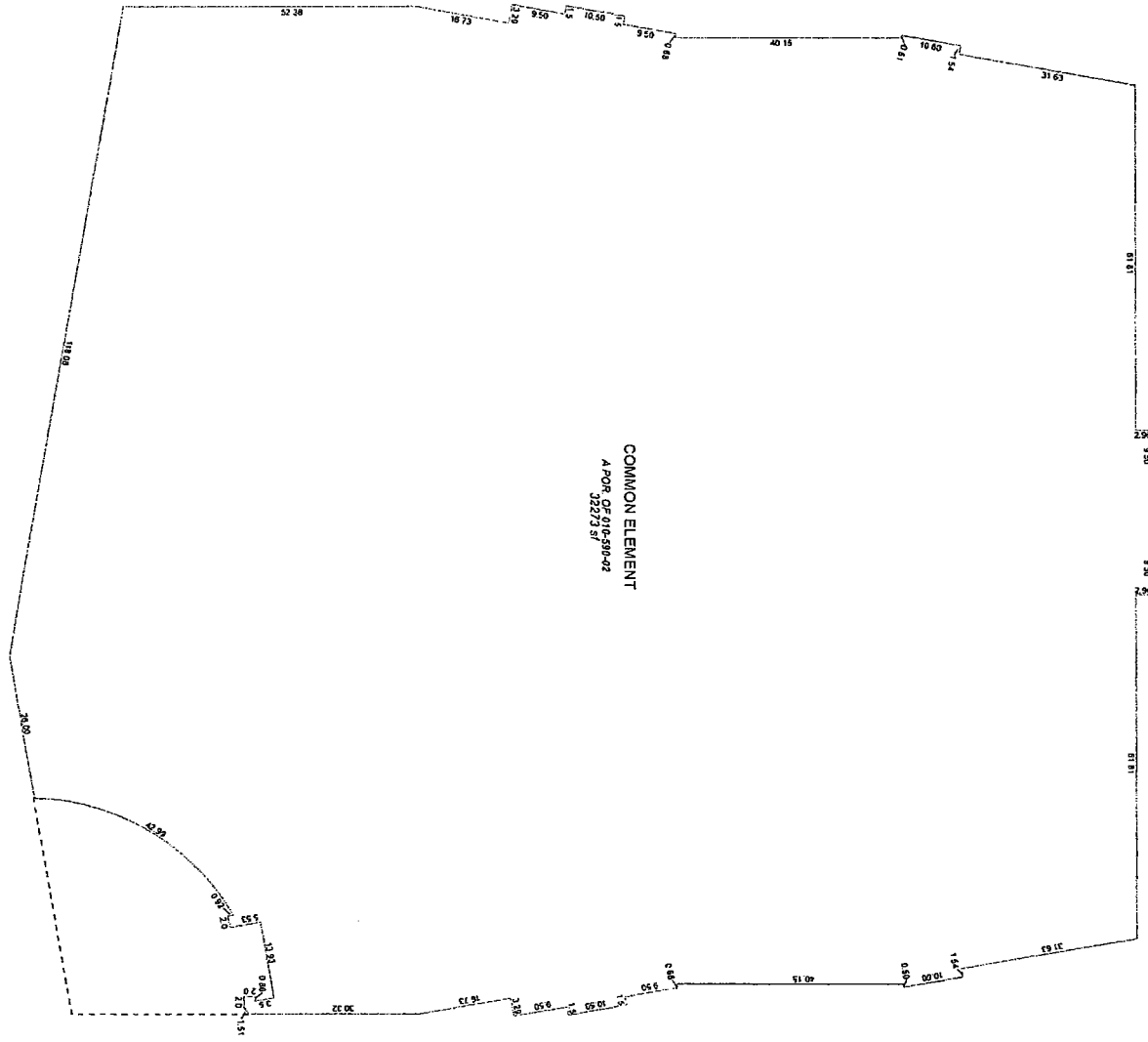
created by: **NLH 7/23/2010**  
Map address:  
area previously shown on map(s):  
**010-05**

NOTE: This map was prepared for the use of the  
assessor's office and is not intended to be  
a survey of the premises. No liability is assumed  
for errors or omissions. The assessor's office  
disclaims any warranty of accuracy or title.

(#4795)  
RIVERSIDE DRIVE  
CONDOMINIUMS

A POR. OF THE SE 1/4 OF SEC. 10  
T19N - R19E  
PARKING - LEVEL 1

NOTES:  
- COMBINED COMMON ELEMENT PARCEL  
SHOWN ON PAGE 010-59-S1



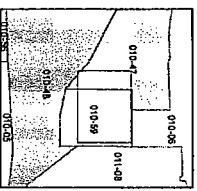
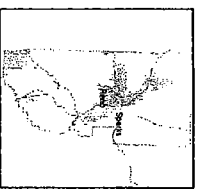
Assessor's Map Number  
**010-59-S2**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor

1001 East Ninth Street  
Reno, NV 89502  
Phone: (775) 228-2221  
Fax: (775) 228-2223



Scale  
0 2.5 5 10 15 20  
Feet  
1 inch = 20 feet

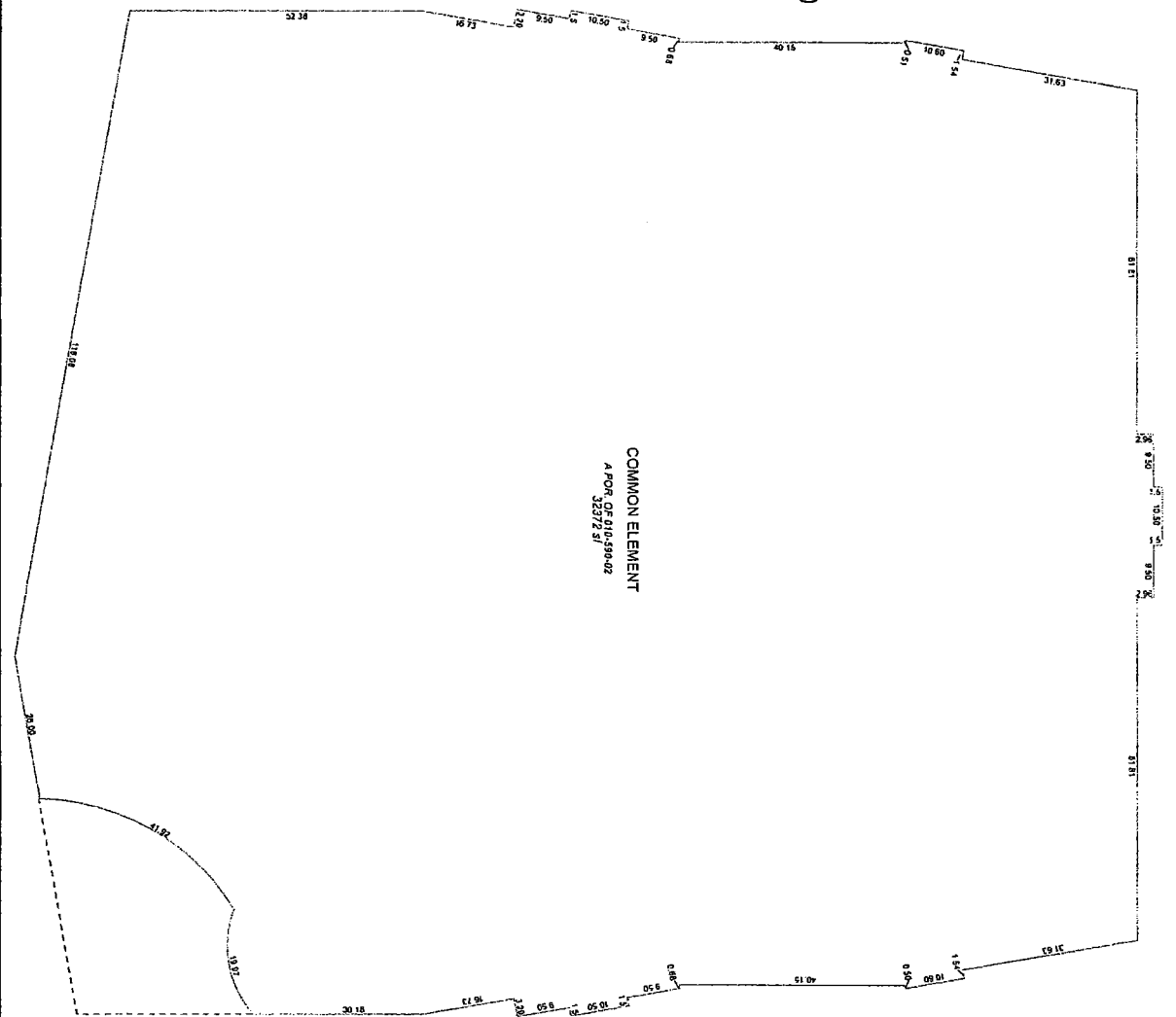


created by: N.L.H. 7/23/2010  
data updated: \_\_\_\_\_  
area previously shown on map(s) \_\_\_\_\_  
010-05

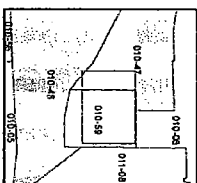
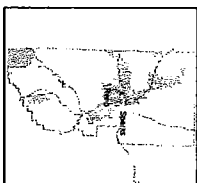
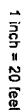
NOTE: This map was prepared by the use of the best available information and is not a warranty of accuracy. The Assessor's Office does not represent a survey of the premises. No liability is assumed or accepted for any error or omission of data.

A.P.O.R. OF THE SE ¼ OF SEC. 10  
T19N - R19E  
PARKING - LEVEL 2

**COMMON ELEMENT**  
**A POR. OF 010-590-02**  
**32372 SI**



STATE OF NEVADA  
**WASHOE COUNTY**  
 ASSESSOR'S OFFICE  
 Joshua G. Wilson, Assessor



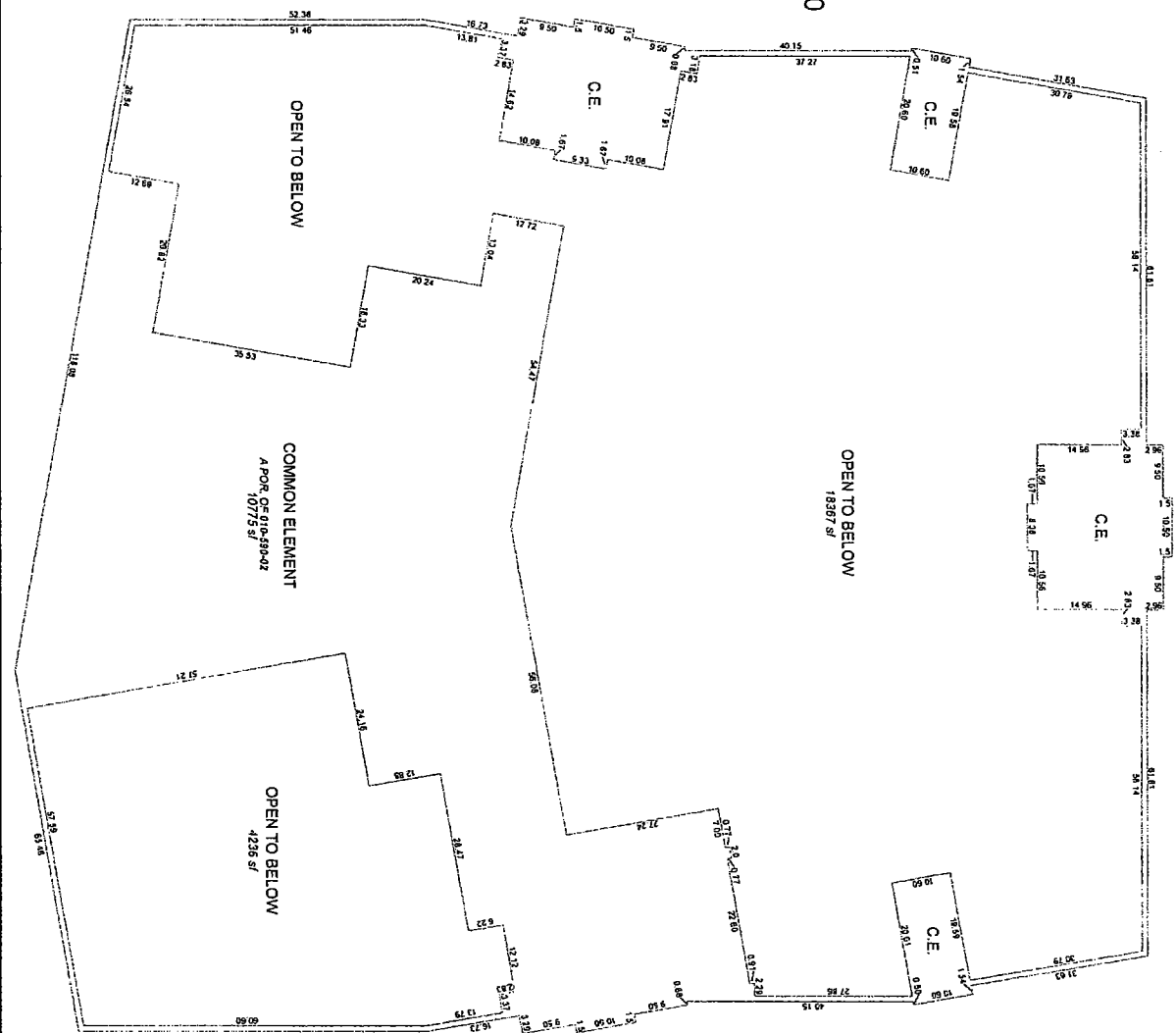
also previously shown on map(s)

NOTE: This map was prepared for the use of the Washoe 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 or accuracy of the data collected hereon.

(#4795)  
**RIVERSIDE DRIVE  
CONDOMINIUMS**

A POR. OF THE SE 1/4 OF SEC. 10  
T19N - R19E  
MEZZANINE LEVEL

NOTES:  
- C.E. = COMMON ELEMENT  
- COMBINED COMMON ELEMENT PARCEL  
SHOWN ON PAGE 010-59-51



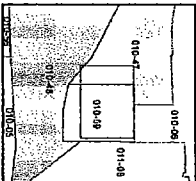
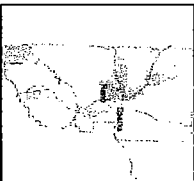
Assessor's Map Number  
**010-59-S4**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor

1001 East Main Street  
Reno, Nevada 89502  
(775) 325-4331



Scale  
0 2.5 5 10 15 20  
1 inch = 20 feet



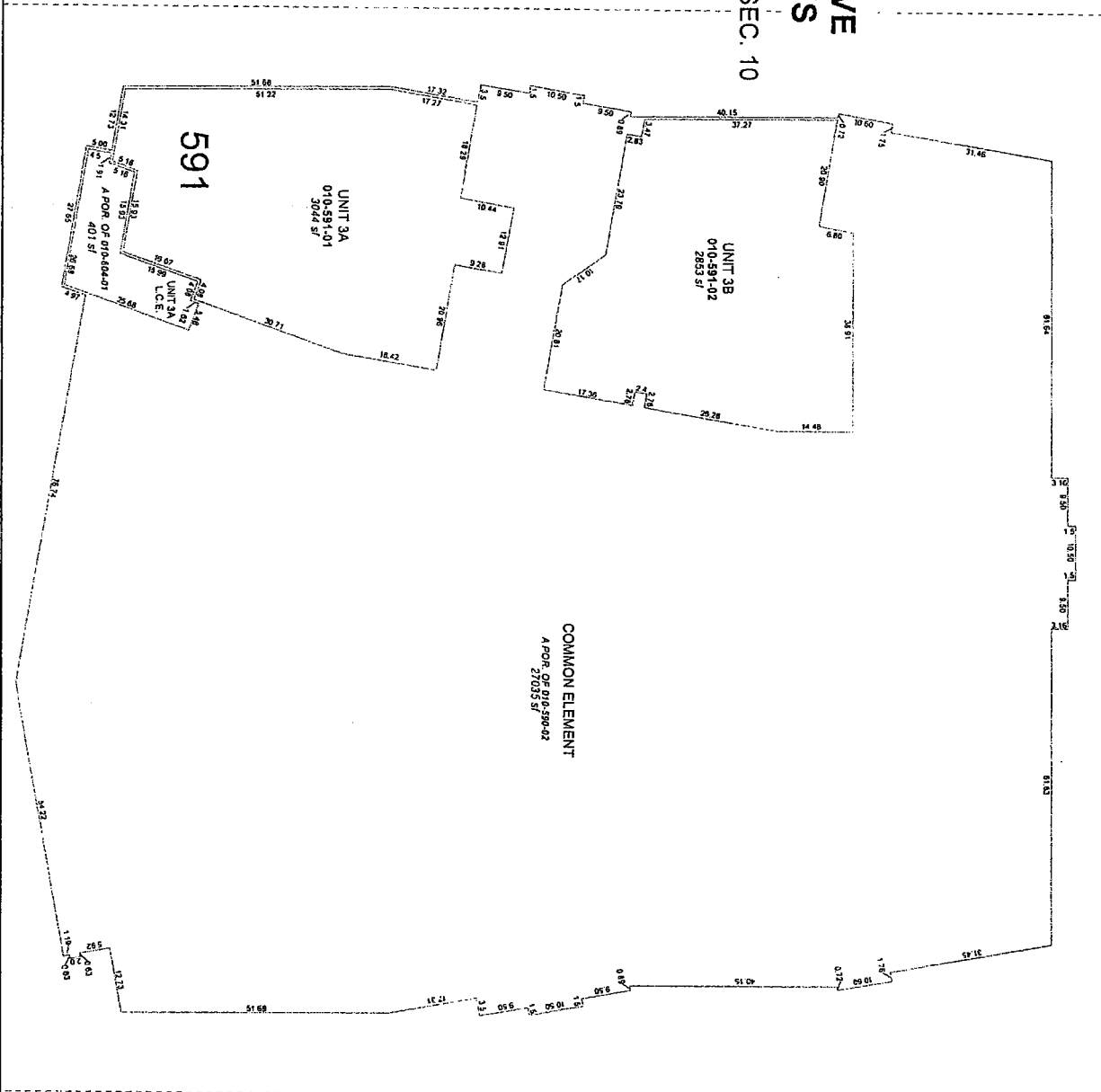
created by: **NLH 7/23/2010**  
last updated: \_\_\_\_\_  
area previously shown on map(s):  
**010-05**

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and taxation purposes only. It is not to be used as a survey of the premises. No liability is assumed as to the correctness or accuracy of the data represented thereon.

(#4795)  
RIVERSIDE DRIVE  
CONDOMINIUMS

A POR. OF THE SE 1/4 OF SEC. 10  
T19N - R19E  
LEVEL 3

NOTES:  
- C.E. = COMMON ELEMENT  
- L.C.E. = LIMITED COMMON ELEMENT  
- COMBINED COMMON ELEMENT PARCEL  
SHOWN IN RED  
- COMBINED LIMITED COMMON ELEMENT  
PARCEL SHOWN ON PAGE 010-50-S4

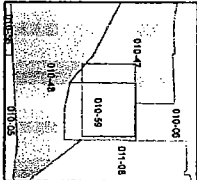
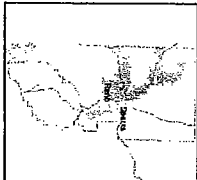


Assessor's Map Number  
**010-59-S5**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor  
1001 East Main Street  
Reno, Nevada 89512  
(775) 328-2231



Scale  
0 2.5 5 10 15 20  
Feet  
1 inch = 20 feet



created by: N.H. 7/23/2010  
last update: \_\_\_\_\_

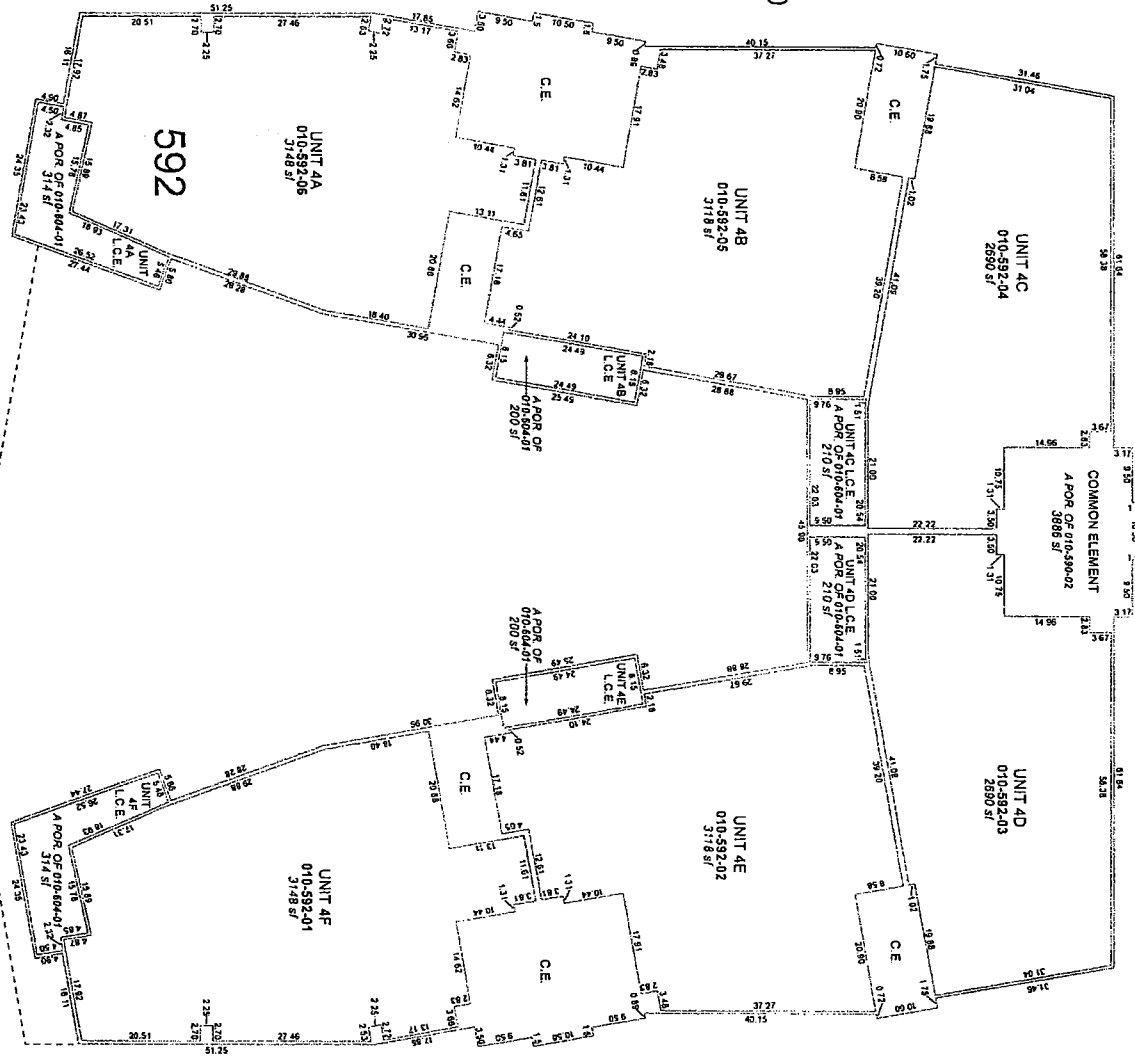
area previously shown on map(s)  
010-56

NOTE: This map was prepared for the use of the  
Washoe County Assessor for assessment and  
taxation purposes only. It does not represent  
a title or warranty of accuracy of the data  
provided thereon.

(#4795)  
**RIVERSIDE DRIVE  
CONDOMINIUMS**

A POR. OF THE SE 1/4 OF SEC. 10  
T19N - R19E  
LEVEL 4

- NOTES:
- C.E. = COMMON ELEMENT
  - L.C.E. = LIMITED COMMON ELEMENT
  - U.C.E. = UNLIMITED COMMON ELEMENT PARCEL
  - SHOWN ON PAGE 010-59-05
  - COMBINED LIMITED COMMON ELEMENT
  - PARCEL SHOWN ON PAGE 010-59-04

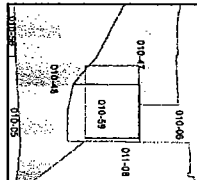
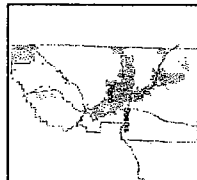


Assessor's Map Number  
**010-59-S6**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor  
1001 East Main Street  
Reno, Nevada 89512  
(775) 325-2312



Scale  
0 2.5 5 10 15 20  
Feet  
1 inch = 20 feet



created by: **NLH 1/22/2010**  
last updated: \_\_\_\_\_  
was previously proven on map(s): \_\_\_\_\_  
010-05

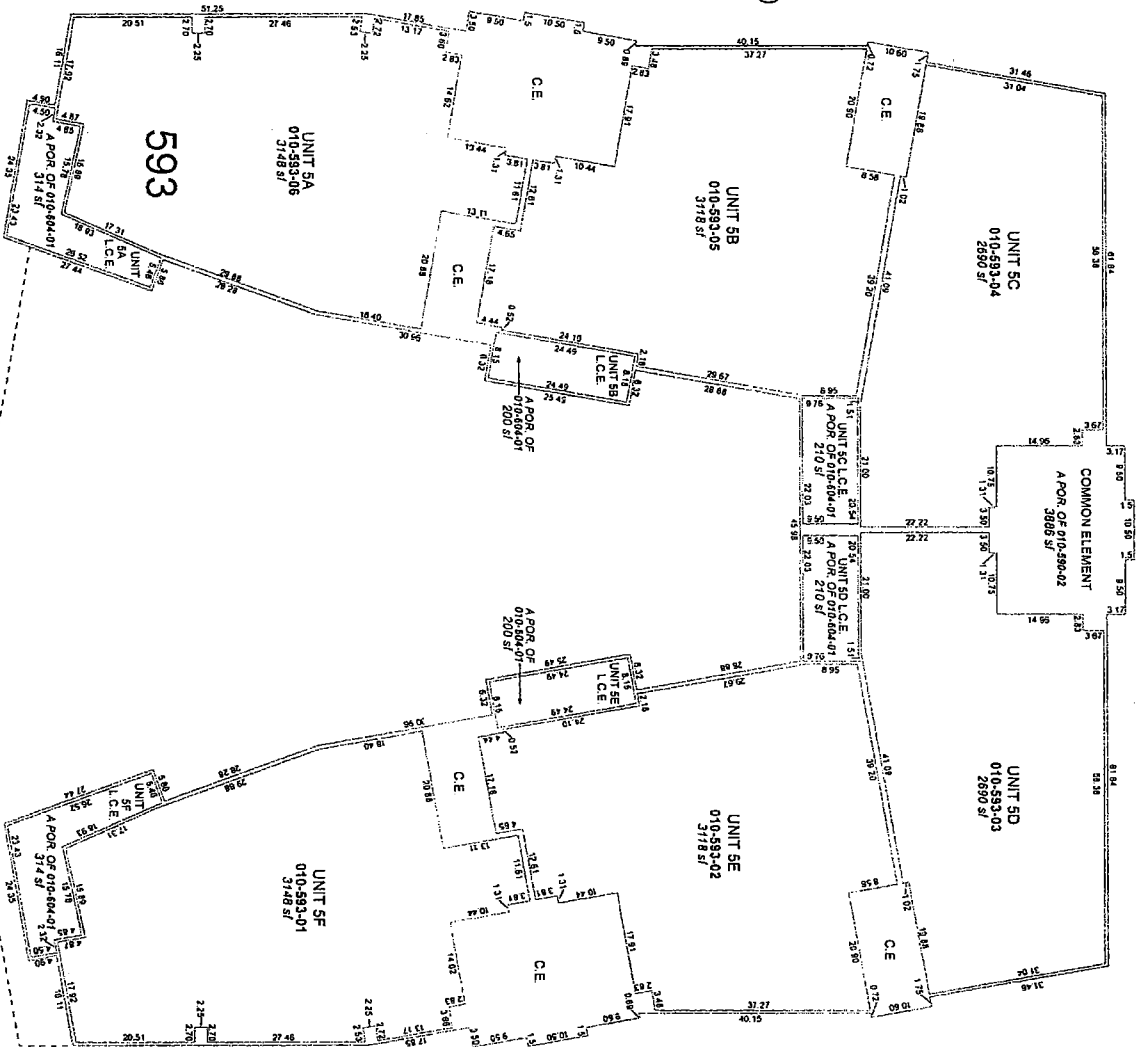
NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and mapping purposes only. It does not represent a warranty of accuracy or security of the data demanded herein.



(#4795)  
RIVERSIDE DRIVE  
CONDOMINIUMS

A POR. OF THE SE 1/4 OF SEC. 10  
T19N - R19E  
LEVEL 5

- NOTES:  
- C.E. = COMMON ELEMENT  
- L.C.E. = LIMITED COMMON ELEMENT  
- COMBINED COMMON ELEMENT PARCEL  
- SHOWN ON PAGE 010-59-51  
- COMBINED LIMITED COMMON ELEMENT  
PARCEL SHOWN ON PAGE 010-59-54



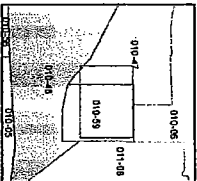
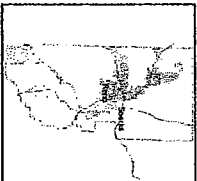
Assessor's Map Number  
**010-59-S7**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Justina G. Wilson, Assessor

Block 4-D  
Map 10.59, Assessor's Map 10.59-12  
(775) 258-2221



0 2.5 5 10 15 20  
Feet  
1 inch = 20 feet



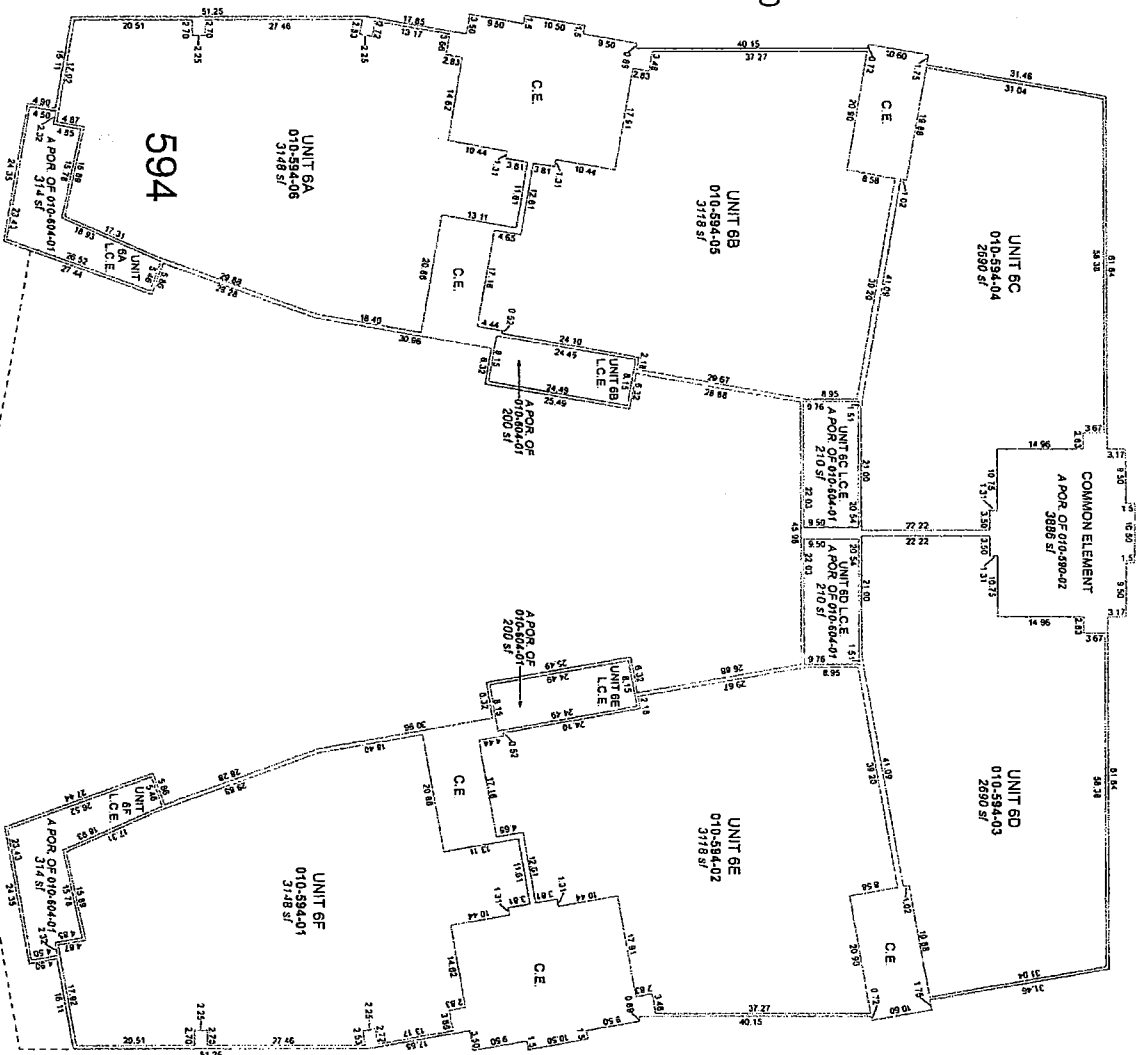
created by: **NLH 7/23/2010**  
last updated: \_\_\_\_\_  
area previously shown on map(s): \_\_\_\_\_  
010-05  
010-06  
010-08

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(#4795)  
**RIVERSIDE DRIVE  
CONDOMINIUMS**

A POR. OF THE SE 1/4 OF SEC. 10  
T19N - R19E  
LEVEL 6

NOTES:  
- C.E. = COMMON ELEMENT  
- L.C.E. = LIMITED COMMON ELEMENT  
- COMBINED COMMON ELEMENT PARCEL  
SHOWN ON PAGE 010-59-51  
- COMBINED LIMITED COMMON ELEMENT  
PARCEL SHOWN ON PAGE 010-50-54

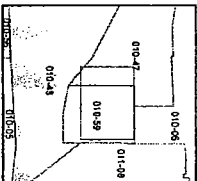
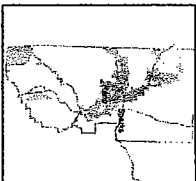


Assessor's Map Number  
**010-59-S8**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor  
1001 East Main Street  
Reno, Nevada 89502  
(775) 335-5331



0 2.5 5 10 15 20  
Feet  
1 inch = 20 feet



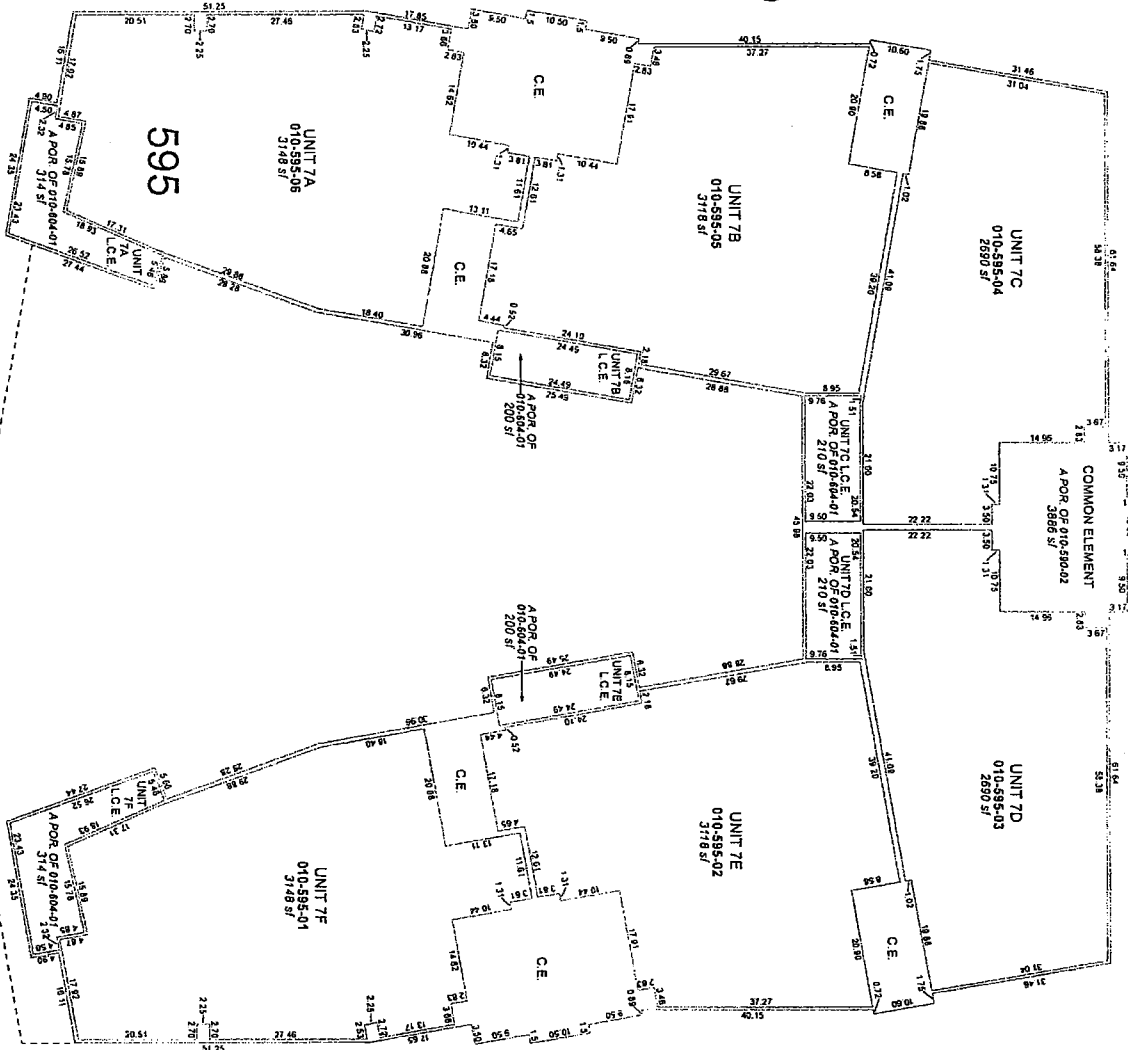
created by: **N.H. 7/23/2010**  
last updated: \_\_\_\_\_  
data previously shown on map(s):  
**010-05**

NOTE: This map was prepared for the use of the  
Washoe County Assessor's Office. It does not represent  
a warranty of the property. No liability is assumed  
for errors or omissions.

(#4795)  
RIVERSIDE DRIVE  
CONDOMINIUMS

A.P.O.R. OF THE SE 1/4 OF SEC. 10  
T19N - R19E  
LEVEL 7

NOTES  
- C.E. = COMMON ELEMENT  
- L.C.E. = LIMITED COMMON ELEMENT  
- COMBINED COMMON ELEMENT PARCEL  
- UNITS 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H  
- COMBINED LIMITED COMMON ELEMENT  
PARCEL SHOWN ON PAGE 010-59-54



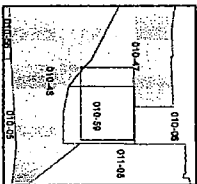
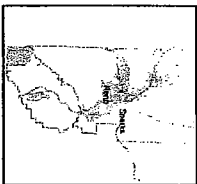
Assessor's Map Number  
**010-59-S9**

STATE OF NEVADA  
WASHOE COUNTY  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor

1001 East Spring Street  
Reno, Nevada 89512  
(775) 326-2231



0 2.5 5 10 15 20  
Feet  
1 inch = 20 feet



created by: N.H. 7/23/2010  
last updated: \_\_\_\_\_

area previously shown on map(s)

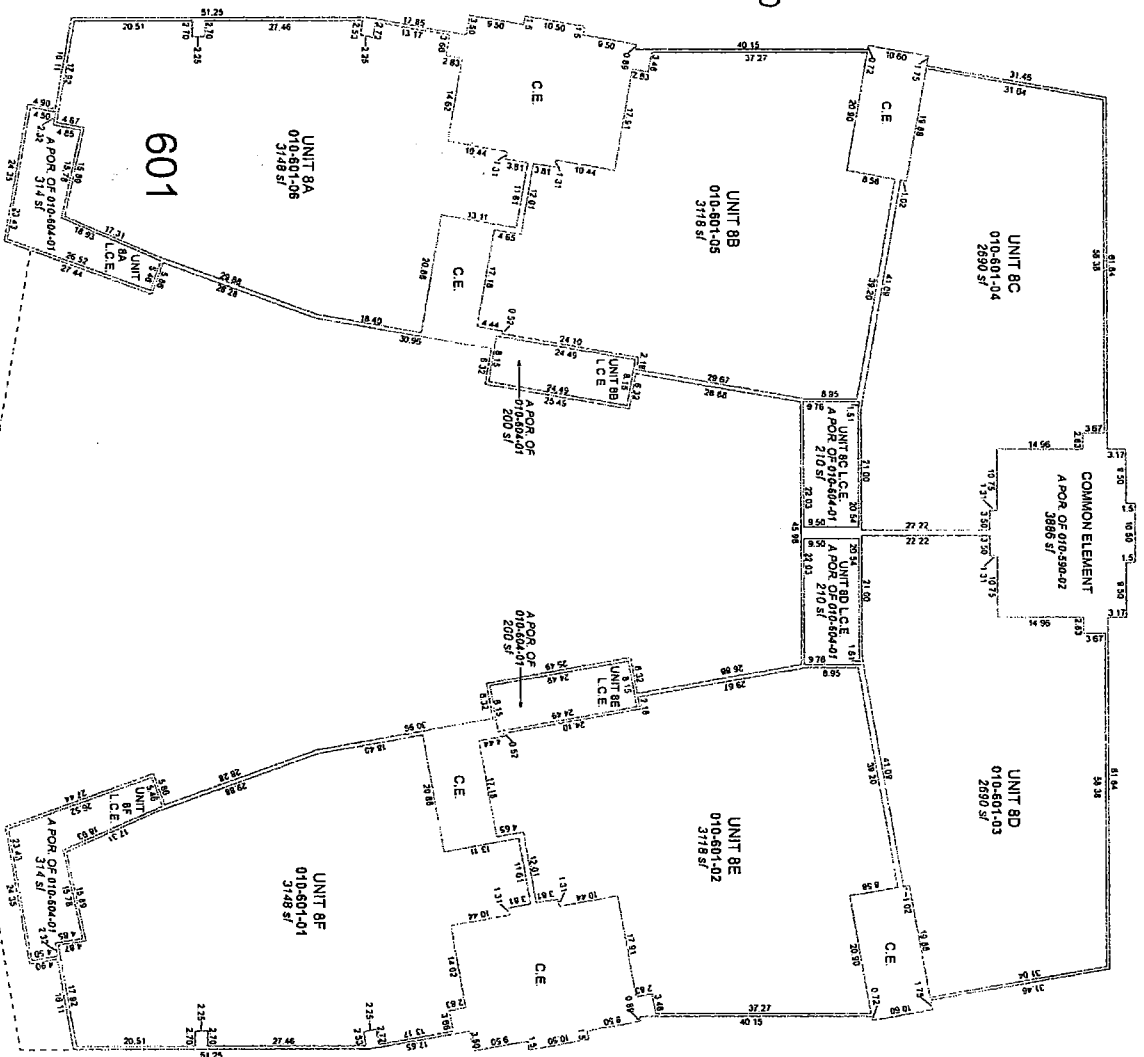
010-59

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and is not to be used for any other purpose. No liability is assumed as to the sufficiency or accuracy of the data submitted hereon.

**(#4795)  
RIVERSIDE DRIVE  
CONDOMINIUMS**

A.P.O.R. OF THE SE 1/4 OF SEC. 10  
T19N - R19E  
LEVEL 8

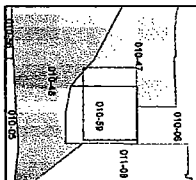
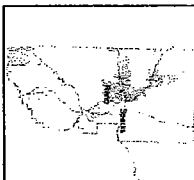
NOTES:  
-C.E.= COMMON ELEMENT  
-L.C.E.= LIMITED COMMON ELEMENT  
-COMBINED COMMON ELEMENT PARCEL  
SHOWN ON PAGE 010-59-S1  
-COMBINED LIMITED COMMON ELEMENT  
PARCEL SHOWN ON PAGE 010-60-S4



Assessor's Map Number  
**010-60**

STATE OF NEVADA  
WASHOE COUNTY  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor

1021 East Ninth Street  
Durango D  
Remo, Nevada 89512  
(775) 328-2231



created by MLH 7/23/2010  
last updated                     

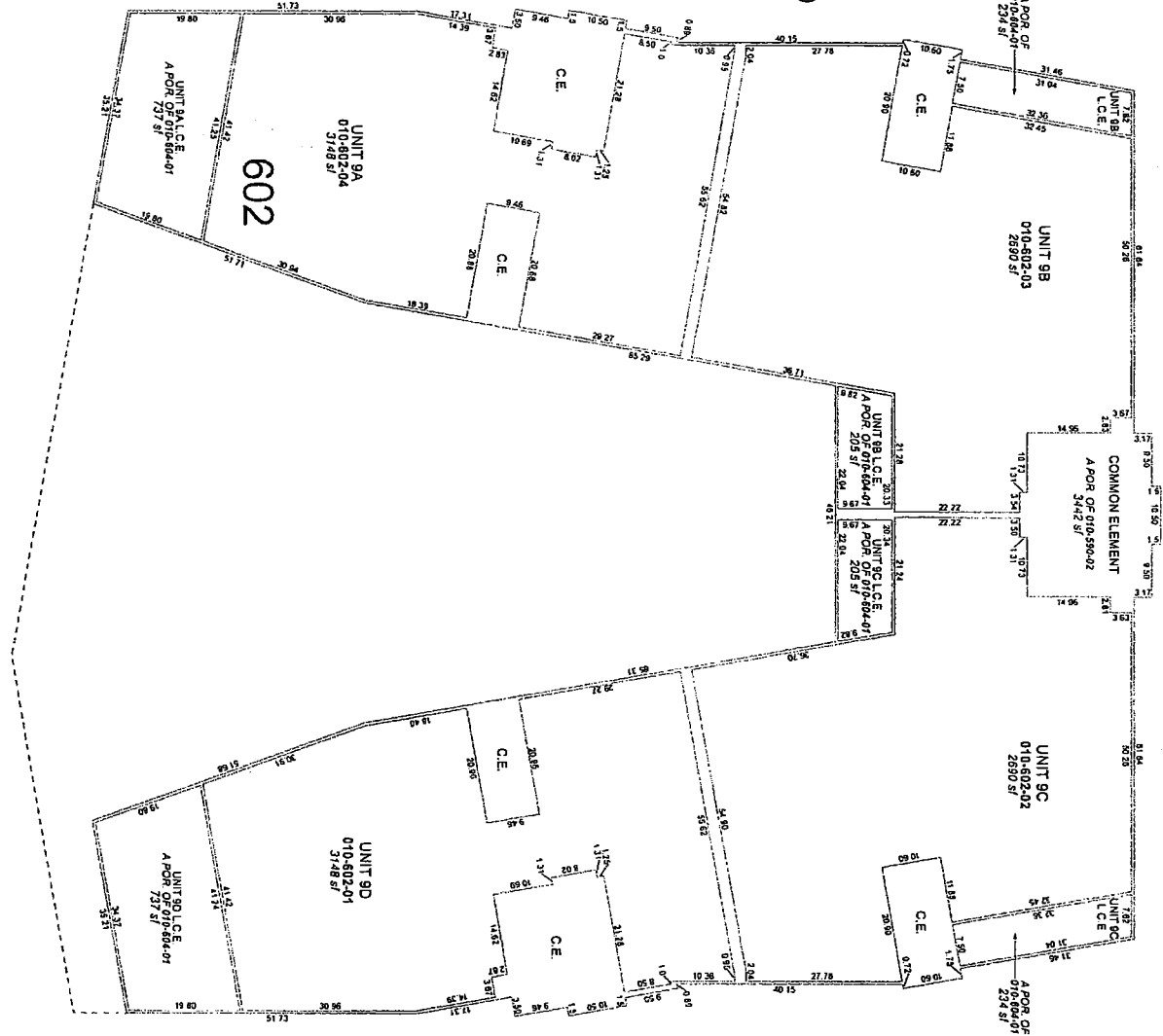
**Area previously shown on map(s)**

NOTE: This map was prepared for the use of the Washtoe 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 or accuracy of the data delineated herein.

(#4795)  
RIVERSIDE DRIVE  
CONDOMINIUMS

A POR. OF THE SE 1/4 OF SEC. 10  
T19N - R19E  
LEVEL 9

NOTES:  
- C.E. = COMMON ELEMENT  
- L.C.E. = LIMITED COMMON ELEMENT  
- COMBINED COMMON ELEMENT PARCEL  
SHOWN ON PAGE 010-59-S1  
- COMBINED LIMITED COMMON ELEMENT  
PARCEL SHOWN ON PAGE 010-60-S4

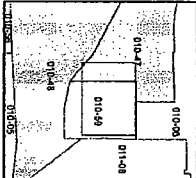
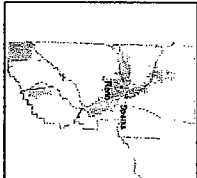


Assessor's Map Number  
010-60-S1

STATE OF NEVADA  
WASHOE COUNTY  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor  
1001 East Ninth Street  
Reno, Nevada 89502  
(775) 328-2231



Scale  
0 2.5 5 10 15 20  
Feet  
1 inch = 20 feet



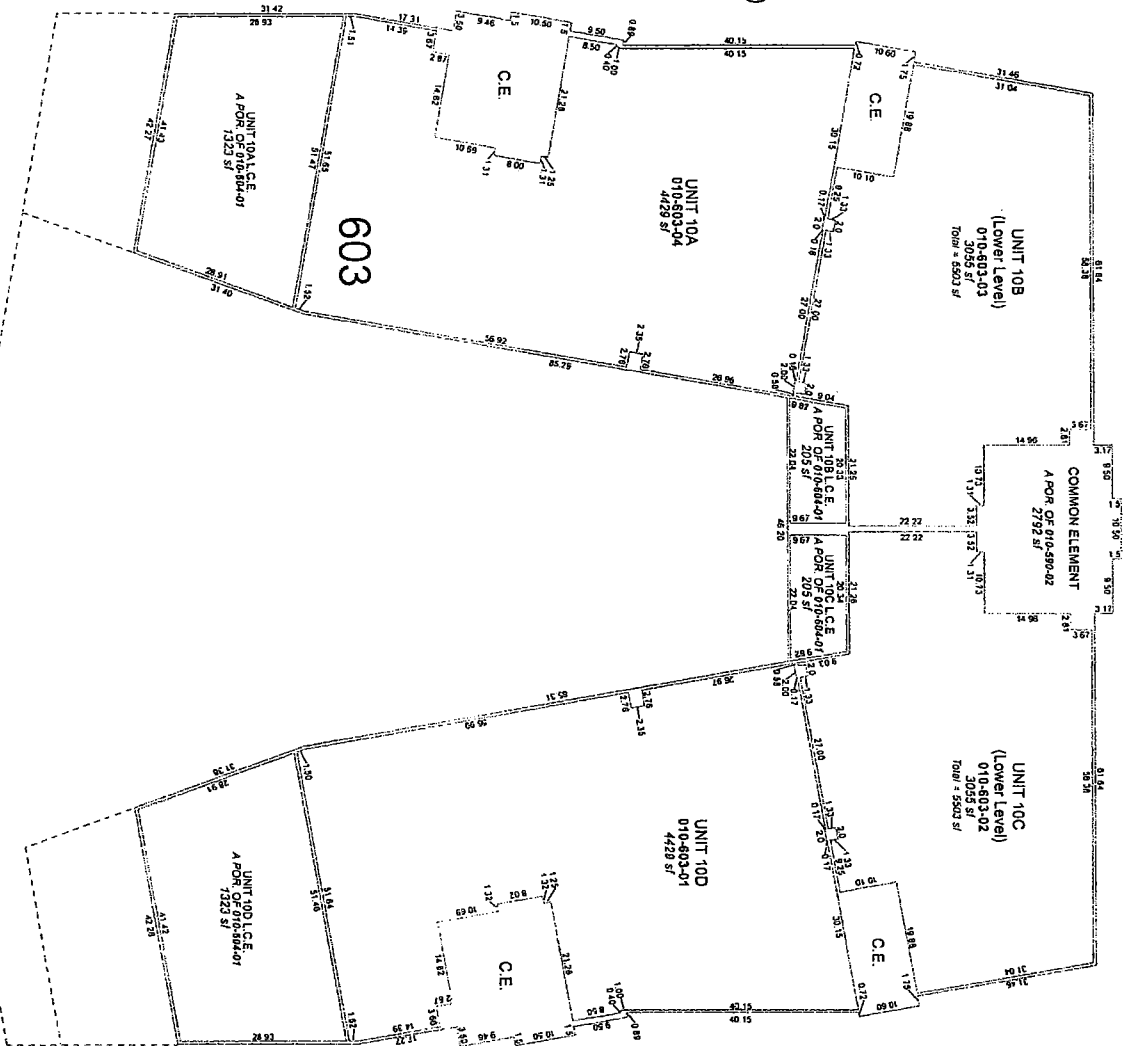
Created by: NH 7/29/2010  
Map updated: \_\_\_\_\_  
As previously shown on map(s):  
010-60

NOTE: This map was prepared for the use of the Assessor's Office and is not to be used for any other purpose. It does not represent a warranty of the premises. No liability is assumed for any errors or omissions or for any damages resulting therefrom.

# (#4795) RIVERSIDE DRIVE CONDOMINIUMS

A POR. OF THE SE 1/4 OF SEC. 10  
T19N - R19E  
LEVEL 10

- NOTES:
- C.E. = COMMON ELEMENT
  - UNIT 10A, C.E. = COMMON ELEMENT
  - UNIT 10B, C.E. = COMMON ELEMENT
  - UNIT 10C, C.E. = COMMON ELEMENT
  - UNIT 10D, C.E. = COMMON ELEMENT
  - SHOWN ON PAGE 010-60-51
  - COMBINED LIMITED COMMON ELEMENT
  - PARCEL SHOWN ON PAGE 010-60-54

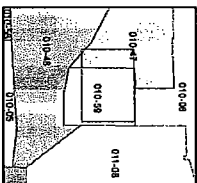
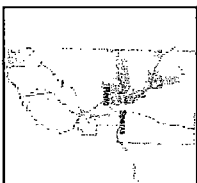


Assessor's Map Number  
**010-60-52**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor  
1001 East Kemp Street  
Reno, NV 89502  
Phone: (775) 335-2331



Scale  
0 2.5 5 10 15 20  
1 inch = 20 feet



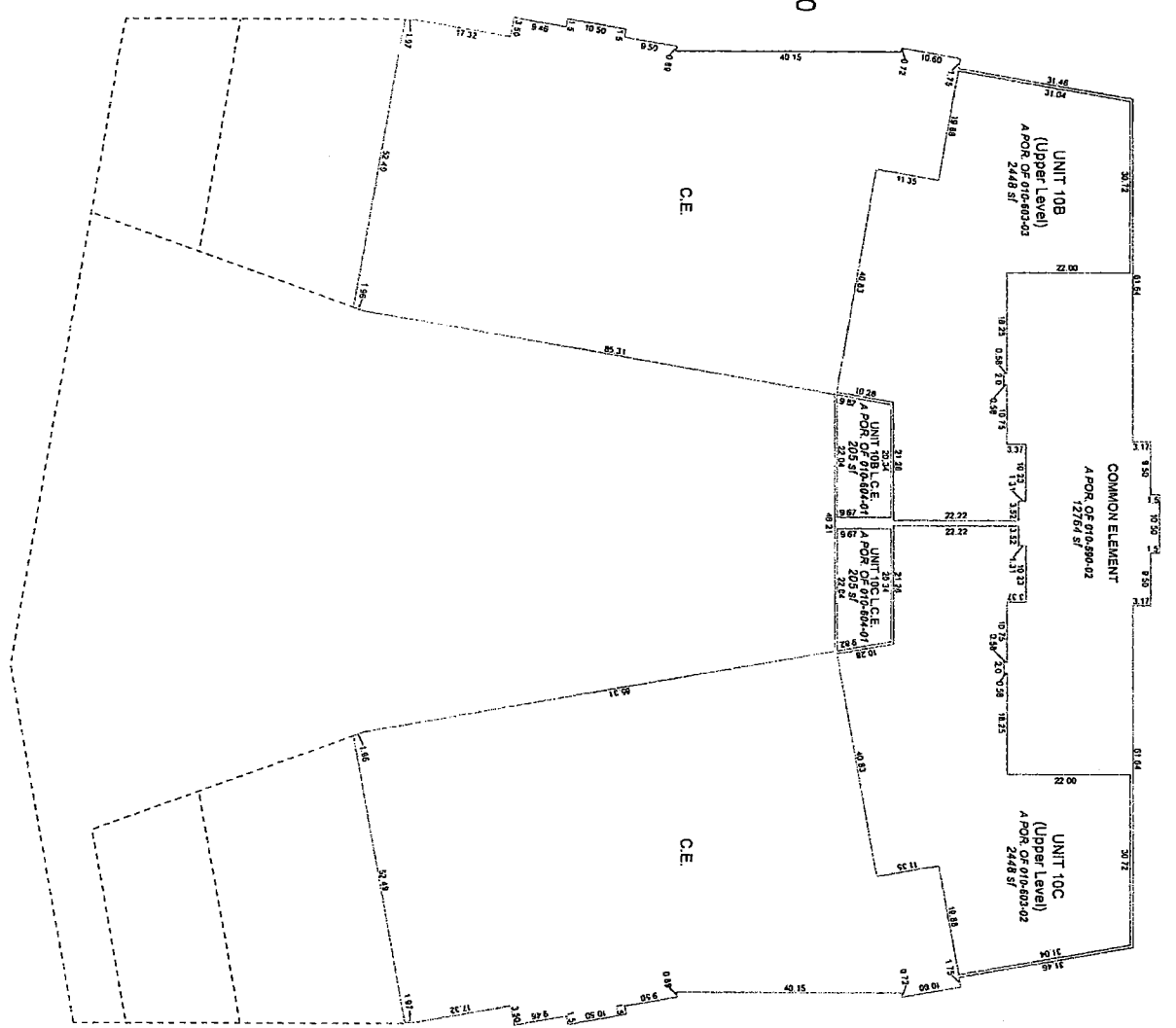
created by: **NLH 7/23/2010**  
last update: \_\_\_\_\_  
area previously shown on map(s): **010-60**

NOTE: This map was prepared by the use of the best available information. It does not represent a warranty of the accuracy or reliability of the data. The Assessor's Office is not responsible for any errors or omissions. No liability is assumed by the Assessor's Office for any damages or losses resulting from the use of this map.

(#4795)  
RIVERSIDE DRIVE  
CONDOMINIUMS

A POR. OF THE SE 1/4 OF SEC. 10  
T19N - R19E  
LEVEL 11

- NOTES:
- C.E. = COMMON ELEMENT
  - U.C.E. = UNIT COMMON ELEMENT
  - COMBINED COMMON ELEMENT PARCEL SHOWN ON PAGE 010-60-S1
  - COMBINED LIMITED COMMON ELEMENT PARCEL SHOWN ON PAGE 010-60-S4



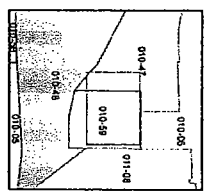
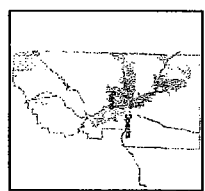
Assessor's Map Number  
**010-60-S3**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor

1001 East Main Street  
Reno, Nevada 89512  
(775) 325-2231



Scale  
0 2.5 5 10 15 20  
1 inch = 20 feet



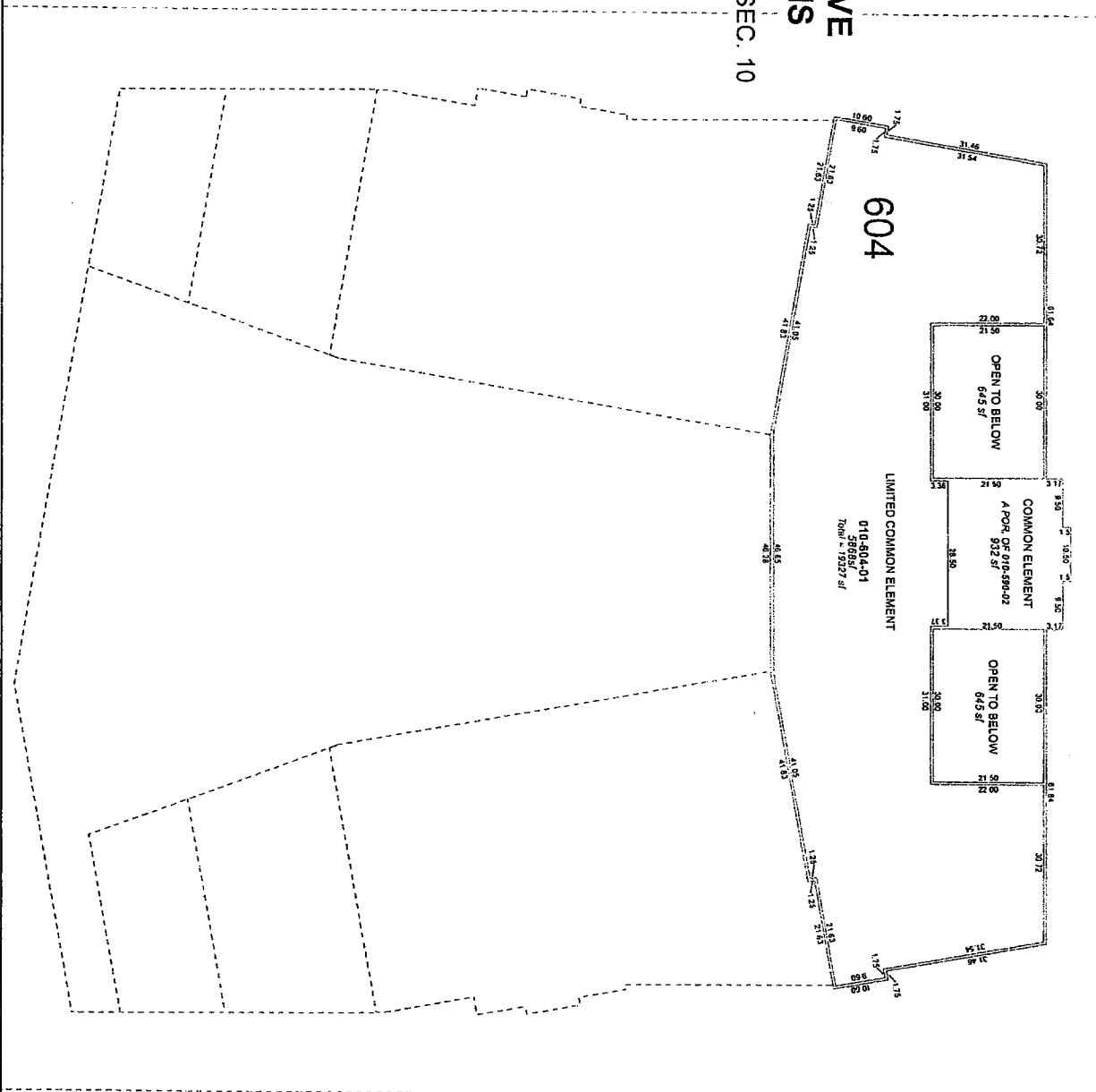
created by: NLH 7/22/2010  
line updated: \_\_\_\_\_  
area previously shown on map(s):  
010-60

NOTE: This map was prepared for the use of the Washoe County Assessor's Office and is not to be used for any other purpose. It is the responsibility of the user to verify the accuracy of the data and to the validity of the data.

(#4795)  
RIVERSIDE DRIVE  
CONDOMINIUMS

A POR. OF THE SE 1/4 OF SEC. 10  
T19N - R19E  
ROOF LEVEL

NOTES:  
- COMBINED COMMON ELEMENT PARCEL  
SHOWN ON PAGE 010-59-S1  
- COMBINED LIMITED COMMON ELEMENT SQUARE  
FOOTAGE INCLUDES ALL LIMITED COMMON ELEMENTS  
SHOWN ON PAGES 010-59-S6 THRU 010-60-S4



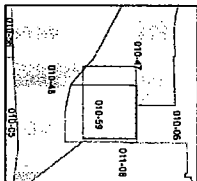
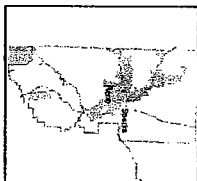
Assessor's Map Number  
**010-60-S4**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Joshua G. Wilson, Assessor

1001 East Ninth Street  
Reno, Nevada 89512  
(775) 338-2231



Scale  
0 2.5 5 10 15 20  
1 inch = 20 feet



created by: **NLH 7/23/2010**  
last update:

area previously shown on map(s):  
**010-59**

NOTE: This map was prepared for the use of the  
Washoe County Assessor for assessment and  
taxation purposes only. It does not represent  
a warranty of any kind, and the Assessor  
assumes no liability for the accuracy or  
discrepancy of the data.