

ALTA Commitment Form

1 Update  
COMMITMENT FOR TITLE INSURANCE  
Issued by

READ AND APPROVED  
IN ITS ENTIRETY:



STEWART TITLE GUARANTY COMPANY, A Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

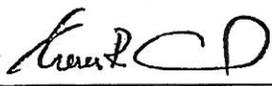
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

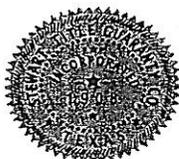
The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

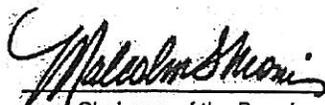
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown on Schedule A.

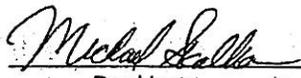
Countersigned by:

  
\_\_\_\_\_  
Authorized Countersignature  
Stewart Title of Nevada Holdings, Inc.-  
Northeastern Division  
\_\_\_\_\_



  
\_\_\_\_\_  
Senior Chairman of the Board

  
\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
President

CONDITIONS

Order Number: 1038511-02

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for any only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org)



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 P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

File No.: 1038511-02

1. **Effective Date:** September 12, 2011 at 7:30 a.m.

2. **Policy or Policies To Be Issued:**

(a) **A.L.T.A. Owner's** (Standard)

**Amount of Insurance**

\$ TBD

**Proposed Insured:**

Nevada Rural Housing Authority

(b) **A.L.T.A. Loan**

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A fee

4. **Title to said land is at the effective date hereof vested in:**

EUREKA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA

5. **The land referred to in this Commitment is described as follows:**

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

A parcel situate within the NE1/4 of Section 11, Township 19 North, Range 53 East, M.D.B.&M., Eureka County, Nevada, being more particularly described as follows:

Beginning at a point on the North line of the NE1/4 of said Section 11, from which the NE corner of said Section 11, being marked by a BLM brass cap monument stamped T19N R53E S2 S1 S11 S12 1989 1935", bears South 89°38'16" East, a distance of 1347.23 feet;

Thence leaving said line South 00°16'39" West, a distance of 181.72 feet;

Thence South 06°46'31" West, a distance of 86.55 feet;

Thence South 12°29'06" West, a distance of 92.71 feet;

Thence South 00°00'00" East, a distance of 163.33 feet;

**ALTA Commitment (6/17/06)**

Thence South 02°37'51" West, a distance of 146.37 feet;

Thence South 00°10'40" West, a distance of 489.81 feet;

Thence South 04°56'29" East, a distance of 179.40 feet;

Thence South 00°15'52" West, a distance of 180.09 feet;

Thence South 02°33'41" East, a distance of 93.92 feet;

Thence South 83°05'56" East, a distance of 81.47 feet;

Thence from a tangent which bears South 06°54'04" West, along a circular curve to the right with a radius of 475.00 feet and a central angle of 34°54'22" an arc length of 289.38 feet;

Thence South 41°48'26" West a distance of 38.71 feet;

Thence along a tangent circular curve to the right with a radius of 245.00 feet and a central angle of 36°52'20" an arc length of 157.67 feet;

Thence along a tangent circular curve to the right with a radius of 20.00 feet and central angle of 101°40'59" an arc length of 35.49 feet;

Thence North 89°38'15" West, a distance of 41.00 feet;

Thence South 00°21'45" West, a distance of 4.14 feet;

Thence along a tangent circular curve to the right with a radius of 20.00 feet and a central angle of 90°00'00" an arc length of 31.42 feet;

Thence North 89°38'15" West, a distance of 7.85 feet;

Thence North 00°15'32" East, a distance of 9.97 feet to the southwest corner of the SE1/4 of the NE1/4 of the SW1/4 of the NE1/4 of said Section 11, being marked by a BLM brass cap monument stamped "S11 C-E-W-NE 1/256 1989";

Thence North 00°15'32" East, a distance of 660.60 feet to the southwest corner of the SE1/4 of the SE1/4 of the NW1/4 of the NE1/4 of said Section 11, being marked by a BLM brass cap monument stamped "S11 C-E-W-NE 1/256 1989";

Thence North 00°18'02" East, a distance of 1320.63 feet to the northwest corner of the NE1/4 of the NE1/4 of the NW1/4 of the NE1/4 of said Section 11, being marked by a 5/8" rebar with cap stamped "PLS 6308";

Thence along the north line of the NE1/4 of said Section 11, South 89°38'16" East, a distance of 300.48 feet to the point of beginning.

Description prepared by:  
Ryan G. Cook, P.L.S. 15224  
Summit Engineering Corp.  
5405 Mae Anne Ave.  
Reno, Nevada 89523

**ALTA Commitment (6/17/06)**

**Type of Dwelling:**  
**Purported Address:**

[Faint, illegible text]

[Faint, illegible text]

**SCHEDULE B  
PART I**

Order Number: 1038511-02

Schedule B of this policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes for the current year.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements or other boundary or location disputes (can be eliminated or amended in mortgagee's policy upon proper evidence being furnished).
4. Restrictive covenants affecting the property described in Schedule A.
5. Rights or claims of parties in possession, and not of record in the public records; liens, for labor, services or material or claims to same which are not of record in said records.
6. Any roadway or easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or riparian rights, if any.
8. (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.
9. Taxes which may become a lien upon recordation of a deed to a taxable entity.
10. The lien, if any, of supplemental taxes, assessed pursuant to provisions adopted by the Nevada Legislature, and as disclosed by the Nevada Revised Statutes.
11. Reservations and exceptions contained in Patent from THE UNITED STATES OF AMERICA,  
Recorded : June 23, 1997, Book 309, Page 18, Document No. 166948,  
Official Records of Eureka County, Nevada

Said reservation and exception recites as follows:

"EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches and canals constructed by the authority of the United

**ALTA Commitment (6/17/06)**

States. Act of August 30, 1890, (43 U.S.C. 945).

2. A right-of-way for water pipeline purposes as reserved under Right-of-way No. N-50249, pursuant to Title V of the Act of October 21, 1976 (43 U.S.C. 1767).

**SUBJECT TO:**

1. Those rights for road purposes granted to Nevada Department of Transportation, its successors or assigns, by right-of-way No. Nev-04979, pursuant to the Act of November 9, 1921 (42 Stat. 216).

Portions of said right-of-way have been abandoned by Resolution of Abandonment, executed by State of Nevada, Department of Transportation, recorded June 29, 1998, in Book 319, Page 457, Document No. 170231, Official Records, Eureka County, Nevada.

2. Those rights for telephone line purposes granted to Nevada Bell, its successors or assigns, by rights-of-way Nos. N-61091 and N-61092, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

12. Reservations and exceptions contained in Patent from THE UNITED STATES OF AMERICA,  
Recorded : July 18, 1997, Book 310, Page 110, Document No. 167527,  
Official Records of Eureka County, Nevada

Said reservation and exception recites as follows:

**"EXCEPTING AND RESERVING TO THE UNITED STATES:**

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States. Act of August 30, 1890, (43 U.S.C. 945)

13. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,  
Granted to : Eureka County Commissioners  
Purpose : water line  
Recorded : September 24, 1987, Book 164, Page 285, Document No. 112106,  
Official Records of Eureka County, Nevada

14. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,  
Granted to : NEVADA BELL  
Purpose : communication facilities  
Recorded : October 12, 1994, Book 277, Page 256, Document No. 155469,  
Official Records of Eureka County, Nevada

15. A Permit to Construct Underground Cable executed by Eureka County, recorded December 6, 1994, in Book 279, Page 130, Official Records, Eureka County, Nevada.

16. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the record of survey map filed January 2, 1998, as Document No. 169478.

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

**ALTA Commitment (6/17/06)**

17. Central Nevada Regional Water Authority Agreement recorded May 2, 2006, in Book 435, Page 246, Document No. 204562, Official Records, Eureka County, Nevada.
18. Promissory Note dated January 10, 2011 by and between Nevada Rural Housing Authority, a political subdivision of the State of Nevada, and Eureka County, a political subdivision of the State of Nevada, in the amount of \$1,700,000.00, recorded January 11, 2011, Book 511, Page 270, Document No. 216637, Official Records of Eureka County, Nevada.
19. Terms and conditions of an Interim Agreement dated May 4, 2011 by and between Nevada Rural Housing Authority, a local government entity created and organized pursuant to Chapter 315 of the Nevada Revised Statutes, and Eureka County, Nevada, a political subdivision of the State of Nevada, recorded May 5, 2011 in Book 514, Page 169, Official Records of Eureka County, Nevada.
20. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto,  
Granted to : Nevada Bell Telephone Company d/b/a/ AT&T Nevada  
Purpose : communication facilities  
Recorded : August 9, 2011, Book 520, Page 66, Document No. 218374,  
Official Records of Eureka County, Nevada
21. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Record of Survey In Support of a Boundary Line Adjustment map recorded May 20, 2011 as Document No. 217136, Official Records of Eureka County, Nevada.

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

22. Any facts, matters or interests which would be disclosed by survey, physical inspection of the premises, and/or inquiry of the parties in possession.

**SCHEDULE B**

**PART II**

Order Number: 1038511-02

**Requirements:**

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
3. 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.
4. Pay all general and special taxes now due and payable.
5. **The requirement that any endorsement requests to the title policy be provided to title company for review and consideration three business days prior to closing.**

**ESCROW/TITLE OFFICERS AND LOCATION**

**Escrow Officer: Suzanne Haskins  
Northern Division**

**5335 Kietzke Lane, Suite 110**

**Reno, NV 89511**

**Phone (775) 746-1100**

**Title Officer: Annette Scates**

**Northeastern Division**

**810 Idaho Street**

**Elko, NV 89801**

**Phone (775) 738-5181 • Fax (866) 394-6991**

## AFFIDAVIT

County of Eureka)  
State of Nevada)

The undersigned hereby states that:

1. The undersigned is the owner of real property (the "property") and more particularly described in Stewart Title of Nevada (Stewart) PRELIMINARY REPORT/COMMITMENT dated April 11, 2011 bearing Order No. 1038511 (the "Preliminary Report").
2. The undersigned's possession of the property has been peaceful and undisturbed and the title thereto has never been disputed, questioned or rejected, nor insurance thereof refused (except as disclosed in the Preliminary Report, and any supplements thereto). I know of no facts by reason of which said possession or title might be called into question, or by reason of which any part of the property, or any interest therein adverse to it might be set up.
3. There are no defects, liens, encumbrances, adverse claims or other matters affecting title to the property, recorded or unrecorded, other than those matters set forth in Schedule B of the PRELIMINARY REPORT/COMMITMENT and any matters disclosed by Supplemental Reports dated September 12, 2011.
4. There are no parties entitled to possession of the property.
5. There has been no work done, services rendered or materials furnished at the behest of the undersigned in connection with repairs, improvements or alterations or any similar activity at the property within 120 days prior to this date, except: routine maintenance and tenant improvement work, and there are no outstanding claims or persons entitled to claim for mechanics or material man liens against said property for work done at the behest of the undersigned.

This affidavit is made for the purpose of inducing STEWART to insure title to the property without exception to any claims arising from the matters referred to herein. The undersigned hereby indemnifies and holds STEWART harmless from any loss or damage which it may sustain under its policies of title insurance to the extent any of the information contained herein is incorrect.

OWNER(s)

Eureka County

BY:



Leonard J. Fiorenzi  
County Commission Chairman

BY:



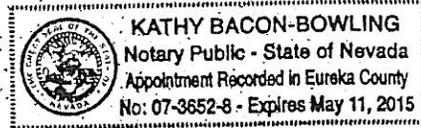
Jackie Berg  
Clerk of the Board

State of Nevada }  
County of Eureka } ss.

This instrument was acknowledged before me on Sept. 15, 2011  
by: Leonard J. Fiorenzi, County Commission Chairman of Eureka County, Nevada

WITNESS my hand and official seal.

Signature: Kathy Bacon-Bowling  
Notary Public



State of Nevada }  
County of Eureka } ss.

This instrument was acknowledged before me on Sept. 15, 2011  
by: Jackie Berg, Clerk of the Board of Eureka County Commissioner, Eureka County, Nevada

WITNESS my hand and official seal.

Signature: Kathy Bacon-Bowling  
Notary Public

