

## Sewage, Wastewater and Sanitation Hearing Board Videoconference Notice and Agenda

Unless and until the Governor of Nevada issues a Directive or Order requiring a physical location to be designated for meetings of public bodies where members of the public are permitted to attend and participate, no members of the public will be allowed in the BCC Chambers due to concerns for public safety resulting from the COVID-19 emergency and pursuant to the Governor's Declaration of Emergency Directive 006 Section 1, which suspends the requirement in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate.

**This meeting will be held by videoconference only.**

Please attend this meeting via the link listed below or via phone.  
(please be sure to keep your devices on mute and do not place the meeting on hold)

<https://zoom.us/j/94612014537?pwd=WXF2M2tweTnlK2VGSUyVWpNVkh2dz09>

**Phone: 1-669-900-6833**

**Meeting ID: 946 1201 4537    Passcode: 116005**

### Members

Ronald J. Anderson, P.E., Chair  
Matthew Buehler  
Vonnie Fundin  
Nick Vestbie, P.E.  
Matt Smith - Alternate  
Ray Pezonella, P.E - Alternate

**Thursday September 3, 2020  
6:00 p.m.**

**Washoe County Administration Complex, Building B  
Health District South Conference Room  
1001 East Ninth Street  
Reno, NV**

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**6:00 p.m.**

- 1. Roll Call and Determination of Quorum**
- 2. Pledge of Allegiance**
- 3. Public Comment**

Any person is invited to speak on any item on or off the agenda during this period. Action may not be taken on any matter raised during this public comment period until the matter is specifically listed on an agenda as an action item. **As required by the Governor's Declaration of Emergency Directive 006 Section 2, members of the public can public comment by teleconference by logging into the ZOOM meeting via the above link.**

- 4. Approval of Agenda – (For possible action)**  
September 3, 2020

**5. Approval of Draft Minutes – (For possible action)**

April 4, 2019

**6. Public Hearing** to determine whether or not to recommend approval to the District Board of Health for a variance for APN 023-131-42 section 020.080. – **(For possible action)**

Staff Representative: David Kelly

Mark Hermann  
3620 Plumas Drive  
Reno, NV 89509

**7. Public Comment**

Any person is invited to speak on any item on or off the agenda during this period. Action may not be taken on any matter raised during this public comment period until the matter is specifically listed on an agenda as an action item. **As required by the Governor’s Declaration of Emergency Directive 006 Section 2, members of the public can public comment by teleconference by logging into the ZOOM meeting via the above link.**

**8. Adjournment – (For possible action)**

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Members of the public may make public comment by submitting an email comment to [pvalentin@washoecounty.us](mailto:pvalentin@washoecounty.us) later than 4:00 p.m. the day before the scheduled meeting, which includes the name of the commenter and the agenda item number for which the comment is submitted.

**Possible Changes to Agenda Order and Timing:** Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting, moved to or from the Consent section, or they may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.

**Special Accommodations:** The Sewage, Wastewater and Sanitation Board Meetings are accessible to the disabled. Disabled members of the public who require special accommodations or assistance at the meeting are requested to notify Administrative Health Services in writing at the Washoe County Health District, 1001 East Ninth Street, Building B, Reno, NV 89512, or by calling 775.328.2415, 24 hours prior to the meeting.

**Public Comment:** During the “Public Comment” items, anyone may speak pertaining to any matter either on or off the agenda, to include items to be heard on consent. For the remainder of the agenda, public comment will only be heard during items that are not marked with an asterisk (\*). Any public comment for hearing items will be heard before action is taken on the item and must be about the specific item being considered by the Board. In order to speak during any public comment, each speaker must fill out a “Request to Speak” form and/or submit comments for the record to the Recording Secretary. Public comment and presentations for individual agenda items are limited as follows: fifteen minutes each for staff and appellant presentations, five minutes for a speaker representing a group, and three minutes for individual speakers unless extended by questions from the Board or by action of the Chair.

**Response to Public Comment:** The Sewage, Wastewater and Sanitation Board can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The *Open Meeting Law* does not expressly prohibit responses to public comments by the Sewage, Wastewater and Sanitation Board. However, responses from the Board members to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Sewage, Wastewater and Sanitation Board will consider, Board members may choose not to respond to public comments, except to correct factual inaccuracies, ask for Health District Staff action or to ask that a matter be listed on a future agenda. The Sewage, Wastewater and Sanitation Board may do this either during the public comment item or during the following item: “Board Comments – Limited to Announcement or Issues for future Agendas.”

**Posting of Agenda; Location of Website:**

Pursuant to NRS 241.020, Notice of this meeting was posted at the following locations:

**Pursuant to the Declaration of Emergency Directive 006 NRS241.023(1)(b), the requirement to physically post agendas is hereby suspended.**

~~Washoe County Health District, 1001 E. 9th St., Reno, NV  
Downtown Reno Library, 301 S. Center St., Reno, NV  
Reno City Hall, 1 E. 1st St., Reno, NV~~

~~Sparks City Hall, 431 Prater Way, Sparks, NV~~  
~~Washoe County Administration Building, 1001 E. 9th St, Reno, NV~~  
Washoe County Health District Website [www.washoecounty.us/health](http://www.washoecounty.us/health)  
State of Nevada Website: <https://notice.nv.gov>

**How to Get Copies of Agenda and Support Materials:** Supporting materials are available to the public at the Washoe County Health District located at 1001 E. 9<sup>th</sup> Street, in Reno, Nevada. Ms. Paula Valentin, Administrative Assistant to the District Board of Health is the person designated by the Washoe County District Board of Health to respond to requests for supporting materials. Ms. Valentin is located at the Washoe County Health District and may be reached by telephone at (775) 328-2696 or by email at [pvalentin@washoecounty.us](mailto:pvalentin@washoecounty.us). Supporting materials are also available at the Washoe County Health District Website [www.washoecounty.us/health](http://www.washoecounty.us/health) pursuant to the requirements of NRS 241.020.

**SEWAGE, WASTEWATER, AND SANITATION HEARING BOARD  
MEETING MINUTES**

**Members**

Ronald J. Anderson, P.E., Chair  
Matthew Buehler  
Vonnie Fundin  
Nick Vestbie, P.E.  
Matt Smith – Alternate  
Ray Pezonella, P.E. - Alternate

**Thursday, April 4, 2019  
6:00 p.m.**

**Washoe County Administration Complex  
Health District South Conference Room  
1001 East Ninth Street  
Reno, NV**

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**6:00 p.m.**

**1. \*Roll Call and Determination of Quorum**

**Acting Chair Vestbie called the meeting to order at 6 p.m.**

The following members and staff were present:

Members present: Matthew Buehler  
Vonnie Fundin  
Nick Vestbie, P.E., Acting Chair

Staff present: Leslie Admirand, DA  
Jim English  
Dave Kelly

Members absent: Ronald J. Anderson, P.E., Chair  
Ray Pezonella, P.E., Alternate  
Matt Smith, Alternate

**Ms. Valentin verified a quorum was present.**

**2. \*Pledge of Allegiance**

Those present pledged allegiance to the flag led by Chair Vestbie.

**3. \*Public Comment**

As no public comment cards were presented, Chair Vestbie closed the public comment period.

**4. Approval of Agenda – April 4, 2019**

Mr. Buehler moved to accept the agenda of the April 4, 2019 Sewage, Wastewater, & Sanitation Board (SWS Board) regular meeting noting item 6 to be pulled from the agenda due to their absence. Mr. Fundin seconded the motion which was approved three in favor and none against.

**5. Approval of Draft Minutes – January 30, 2019**

Updated Draft minutes were distributed for review. Chair Vestbie moved to accept the minutes of the January 30, 2019 Sewage, Wastewater, and Sanitation Board (SWS Board) regular meeting with the submitted changes. Mr. Buehler seconded the motion which was approved three in favor and none against.

**7. Staff Report** to update and provide any direction from the Board on the proposed plan for updating specific sections of the Washoe County District Board of Health Regulations Governing Sewage, Wastewater, and Sanitation.

Staff Representative: James English

Mr. English stated he was requested from the previous meeting to provide the Board with more information regarding regulation changes. He explained the staff report provided shows a timeline and areas to address in the regulations. Staff originally only recommended updating Section 120 but the Board stated they were concerned that it would affect other sections. Sections 020, 030, and 170 will be addressed as well as tables not updated since 1975 plus any others. Staff proposed to bring back a draft of suggested changes to the June meeting. EHS will provide a redlined tracked changes draft at that time.

Chair Vestbie requested review of the casitas/mother-in-law quarters be addressed in Section 140.

Chair Vestbie made a motion to accept this update and provide any direction from the Board on the proposed plan for updating specific sections of the Washoe County District Board of Health Regulations Governing Sewage, Wastewater, and Sanitation

**8. \*Public Comment**

James English, EHS Staff – stated the Board has set a standing meeting set for the first Thursday of every month. If the Jahns are not ready by April 17, we will contact the Board to cancel the May 2, 2019 Meeting.

Dave Kelly, EHS Staff – stated the EHS Director inquired if the SWS Board would consider moving the meetings to 4pm instead of 6pm as there are security issues with after hour meetings which incur costs to EHS. This will be formally addressed at the next meeting.

As there were no more public comment requests, Chair Vestbie closed the public comment period.

**9. Adjournment –**

At 6:20 p.m., Chair Vestbie moved to adjourn the meeting. Mr. Fundin seconded the motion which was approved.

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Respectfully submitted,

James English, Environmental Health Specialist Supervisor  
Secretary to the Sewage, Wastewater and Sanitation Board

Paula Valentin, Administrative Assistant I  
Recording Secretary

## STAFF REPORT

**BOARD MEETING DATE: September 3, 2020**

**TO:** Sewage, Wastewater, and Sanitation Hearing Advisory Board  
**FROM:** David Kelly, EHS Supervisor  
775-328-2630, [dakelly@washoecounty.us](mailto:dakelly@washoecounty.us)  
**SUBJECT:** Variance Case #1-20S; Variance to Section 020.080, Parcel 023-131-42, 3620 Plumas St., Washoe County, NV

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### SUMMARY

This staff report summarizes the Environmental Health Services Division's (EHS) review of the submitted variance application for your decision to recommend or deny approval to the District Board of Health (DBOH) a variance for APN 023-131-42 which is owned by Mark Hermann. The variance requests a permit to repair and upgrade the existing septic system in advance of intended remodel of house, however, public sewer is available within 400 feet.

### Previous Action

There has been no previous action with this variance request. The parcel in question will be served by community water.

### Background

The variance correctly identifies the Washoe County Health District (WCHD) Regulations Governing Sewage, Wastewater, and Sanitation (regulations) that prohibit the issuance of a permit for any form of modification or replacement if public sewer is available within 400 feet of the building to be served. After consultation with City of Reno, an available sewer line is in Moana Lane, approximately 250 feet from the NW corner of Mr. Hermann's property. The primary residence (building to be served) is approximately 80 feet more feet for a total linear distance of around 330 feet.

The property owner wishes to remodel the house, increasing the bedroom count from 3 to 4. The original septic system was designed for 3 bedrooms maximum and would require an upgrade in both the tank size and the leach field in order to accommodate additional bedrooms. Based on the original sizing and scaling up, the Health District has determined that a single 50 feet line would be the minimum length for a leach line at 16 feet deep – as allowed on the original system. A 1,200 gallon tank would be the minimum tank size required. Sufficient space exists for a new line of this size and a repair area, meeting all applicable setbacks required by the current code.

If this parcel were under new construction and did not have an existing residence, the regulations would not prohibit a dwelling with four (4) bedrooms, or even more, provided the septic system is sized correctly. The regulations require that new parcels outside located of 200 feet from available sewer can receive a permit to build a septic – Mr. Hermann's parcel is 250 feet away. The only reason



for the variance request is due to the proximity of the sewer line, which prohibits WCHD from issuing the necessary permits for the upgrade. Mr. Hermann is contending that the cost for dragging the sewer line to his property is cost prohibitive and without the variance his property cannot be upgraded.

The proposal provides for a new tank and leach field sized for up to four (4) bedrooms. Staff has been on site to validate the proposed OSDS layout. Based on field observations it is believed that the proposed design layout will adequately serve the property and the systems can be placed on-site meeting all setbacks. WCHD would have originally allowed a single system of this size on the property; this variance essentially allows WCHD to issue a normal repair permit to allow the upsizing of the system.

### **Findings of Fact**

The Board must consider the following when making a recommendation on this variance to the DBOH:

1. Will the proposed variance result in contamination of water to the extent it cannot be used for its existing or expected use?

**Reply:** The proposed systems would be able to meet all relevant setbacks that a normal system would and should not pose any additional threat to groundwater. There is no expectation of groundwater contact expected based on the original sizing of the system; However, if groundwater were encountered at depths, WCHD would require an appropriate re-design and believes space is available for any necessary modifications to protect groundwater should it be encountered.

2. Will the proposed variance pose a threat to public health?

**Reply:** There are two primary ways that sewage can pose a threat to public health, direct exposure via surface and groundwater contamination in areas with domestic wells. All sewage would be discharged underground preventing direct exposure and as all setbacks and design requirements are met, no increased risk of groundwater contamination is expected.

3. Are there other reasonable alternatives?

**Reply:** WCHD regulations do not allow for the issuance of any permit to modify or replace a septic system with sewer available within 400 feet. There is no alternative other than for the property owner to drag the sewer line from Moana to his property.

### **Conditions of Approval**

1. WCHD is not recommending any conditions of approval at this time, as the proposed septic system will meet all applicable setbacks with room left over. WCHD would follow its normal permitting and inspection procedures and if groundwater or other limiting layers were encountered would require the appropriate redesign. If the Board does determine that there are appropriate conditions of approval, any conditions they set should be required to be recorded to the title, not to be removed without Health District approval.

### **Recommendation**

Staff is neutral as to whether the Sewage, Wastewater and Sanitation (SWS) Hearing Board should support the presented Variance Case #1-20S (Mark Hermann) to allow for the upsizing of the septic system to support his planned remodel as all setbacks will be met and the relative cost of dragging sewer to the property is the only issue.

### **Possible Motion**

Should the SWS Hearing Board wish to approve the variance application, the three possible motions would be:

1. “Move to present to the District Board of Health a recommendation for approval of Variance Case #1-20S (Mark Hermann) to allow the permitting and construction of the septic system as proposed”; OR
2. “Move to present to the District Board of Health a recommendation for approval of Variance Case #1-20S (Mark Hermann) to allow the permitting and construction of the septic system as proposed, with the following conditions (list conditions)”; OR
3. “Move to present to the District Board of Health a denial of Variance care #1-20S (Mark Hermann)”.

The SWS Board may also formulate their own motion or request additional information from the applicant if desired.



Washoe County



Health District

WASHOE COUNTY HEALTH DISTRICT
ENVIRONMENTAL HEALTH SERVICES DIVISION
1001 East Ninth Street • PO Box 11130 • Reno, Nevada 89520
Telephone (775) 328-2434 • Fax (775) 328-6178
www.washoecounty.us/health

APPLICATION FOR VARIANCE
TO THE REGULATIONS GOVERNING SEWAGE,
SANITATION AND WASTEWATER

Office Use Only

Fee Paid \_\_\_\_\_
Date Paid \_\_\_\_\_
Cash/CC/Check \_\_\_\_\_
Receipt No. \_\_\_\_\_
Date Appl. Received \_\_\_\_\_
Considered Comp. \_\_\_\_\_

DATE 7/13/20 PROJECT NAME 3620 PLUMAS STREET SEPTIC SYSTEM MODIFACATIONS

OWNER

Name Mark Herrmann
Address P.O. Box 18817
Reno, NV 89511
Phone 775-720-8973
Email Address mvonherrman@sbcglobal.net

ENGINEER

Name N/A
Address \_\_\_\_\_
Phone \_\_\_\_\_
Email Address \_\_\_\_\_

The following items must be submitted with this application:

JOB ADDRESS 3620 Plumas Street, Reno, Nevada, 89509
SIZE OF PARCEL 42,959 Sq Ft /Acre
COPY OF LEGAL DESCRIPTION AND VERIFICATION OF CURRENT VESTING ON TITLE
EXISTING PARCEL(S) APN(S) APN 023-131-42 LOT BLOCK
REASON FOR VARIANCE REQUEST Due to Financial Hardship, please see the attached Addendum A

SECTION(S) OF REGULATIONS TO BE VARIED Section 020.080

IF A PARCEL MAP: PROJECT NAME \_\_\_\_\_

APN(S) \_\_\_\_\_ LOT \_\_\_\_\_ BLOCK \_\_\_\_\_

IF TENTATIVE MAP: PROJECT NAME \_\_\_\_\_

NUMBER OF PROPOSED LOTS \_\_\_\_\_ LOTS REQUIRING VARIANCES \_\_\_\_\_

LOT DESCRIPTION(S) \_\_\_\_\_

Prepare and submit this original application with 9 copies and 10 copies of a construction plot plan with specifications drawn to scale (minimum 1 inch = 30 feet) and include the required following requirements:

- Vicinity map.
The direction of North.
A diagram of the location of roadways, easements or areas subject to vehicular traffic, material storage or large animal habitation.

... continued from previous page

- ❑ A diagram of the location and distance to any well and on-site sewage disposal system within 150 feet of the subject property (if none, so indicate).
- ❑ A diagram of the distances from the proposed on-site disposal system to any proposed or existing on-site well.
- ❑ A diagram of the location of any percolation hole or test trench(es) on the property.
- ❑ A diagram to scale of the location of all proposed on-site sewage disposal system components, including a delineated area for future replacement of disposal trench(es).
- ❑ A diagram of the distance to any available sewer system (if none, so indicate).
- ❑ The number of bedrooms in the proposed building.
- ❑ The maximum slope across the disposal area.
- ❑ A diagram of the lot dimensions and total lot area.
- ❑ The location of water supply lines.
- ❑ A diagram of all structures on site.
- ❑ A diagram of all existing and proposed drainage improvements.
- ❑ A diagram of the location of any watercourse and/or natural drainage channel within 150 feet of the property (if none, so indicate).
- ❑ Soil logs and percolation test results, including calculations and actual field data (if required).
- ❑ Sewage loading calculations and application rates.
- ❑ System sizing calculations.
- ❑ Pertinent geological and hydrogeological information.
- ❑ Construction drawings, cross-sections and specifications of the proposed system.
- ❑ Certification by an engineer that the proposed system is properly designed to function for at least ten (10) years (engineer's seal).
- ❑ Submit a completed Notice of Special On-Site Requirements. We will give you the form after variance is approved by the District Board of Health.

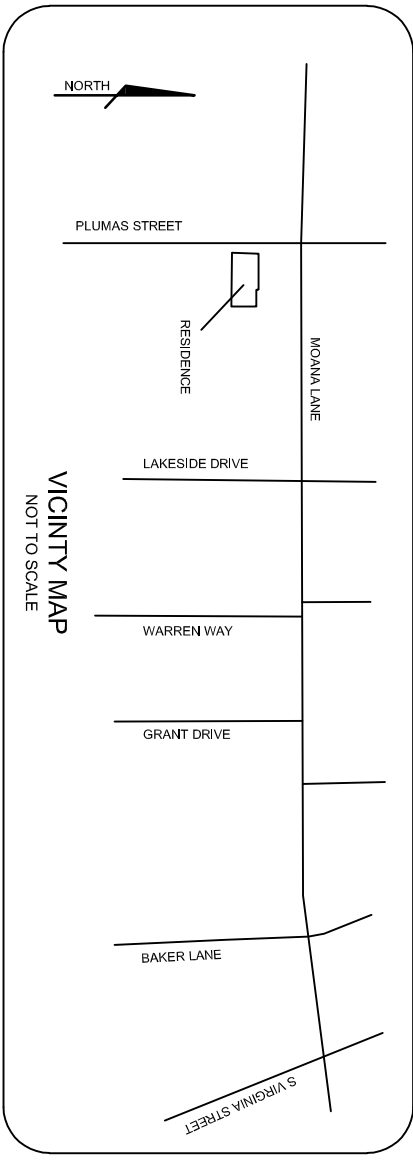
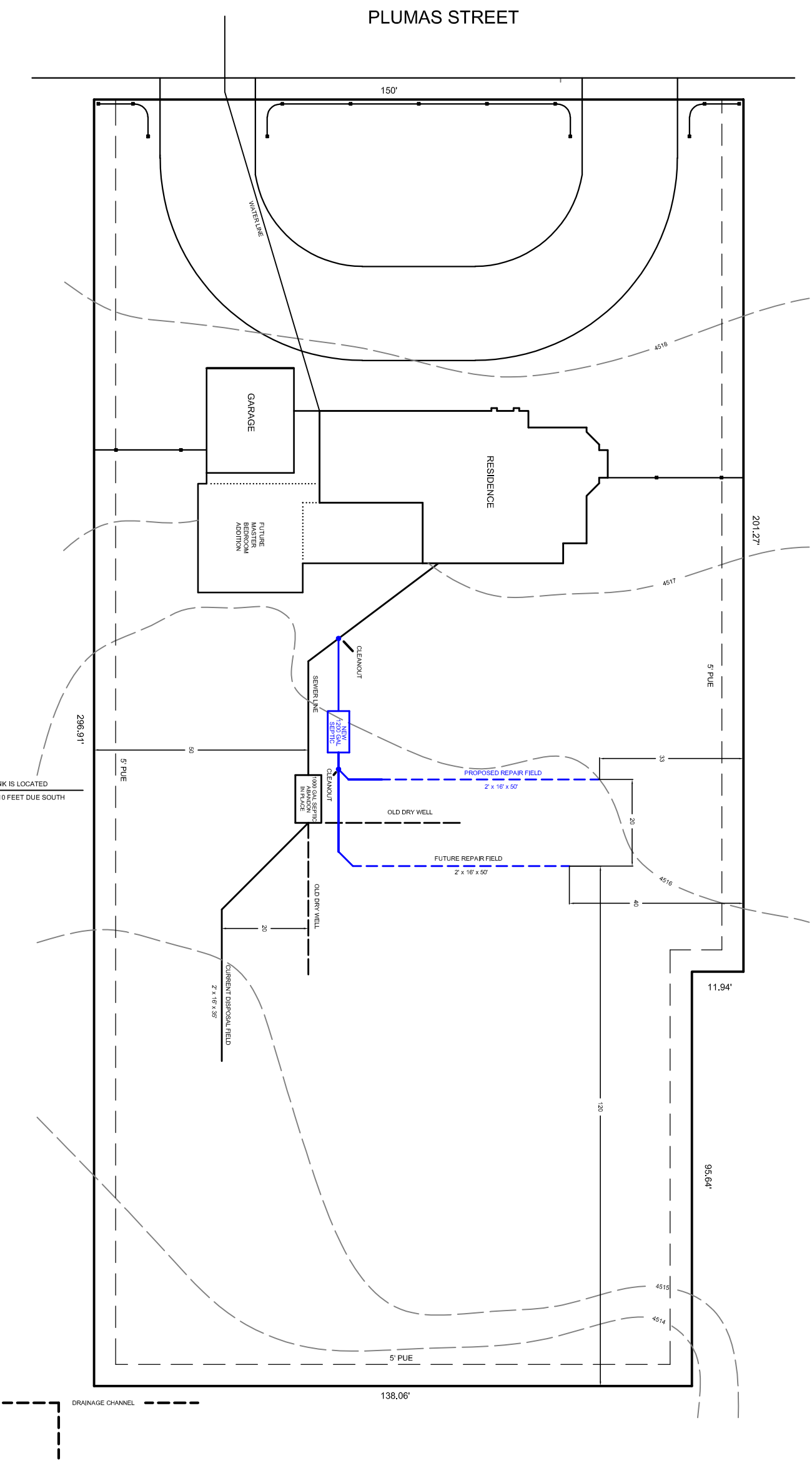
**BE PREPARED TO SUBMIT:**

- ❑ Other information may be required to enable the Board to adequately consider the application.

**THE SUBMITTED DATA, DOCUMENTS AND DESIGNS MUST DEMONSTRATE WHETHER:**

1. The proposed system will significantly and/or adversely impact any water so that the water may no longer be used for its existing or expected beneficial use.
2. The proposed system will be detrimental or pose a danger to the public health, safety or create or contribute to a public health hazard.
3. Other reasonable alternatives for compliance with these regulations are available to the applicant. State the alternatives considered, including reasons for rejection.

**ALL INFORMATION MUST BE PROVIDED AND THIS APPLICATION MUST BE PROPERLY COMPLETED PRIOR TO SUBMITTAL. FAILURE TO DO SO MAY RESULT IN SIGNIFICANT DELAYS TO THE PROCESSING OF THIS VARIANCE REQUEST.**



- NOTES:**
- THERE ARE NO WELLS WITHIN 150 FEET OF THE PROPERTY
  - SEWER LINE WITHIN 400 FEET AT MOANA LANE
  - THE HOME CURRENTLY HAS THREE BEDROOMS, A FUTURE REMODEL WOULD ADD A MASTER BEDROOM FOR A TOTAL OF FOUR BEDROOMS
  - PROPOSED SEPTIC MODIFICATIONS ARE IN BLUE



**HERRMANN RESIDENCE**  
 3620 PLUMAS STREET, RENO, NV, 89509  
 APN 023-131-42  
 TOTAL LOT AREA 42,959 SF FT

MARK HERRMANN - OWNER  
 Phone Number 775-720-8973  
 SCALE 1" = 30'  
 ALL DIMENSIONS ARE IN FEET

Mark Herrmann  
P.O. Box 18817  
Reno, Nevada 89511

Aug 1, 2020

Washoe County Health Department  
1001 East Ninth Street  
Reno, Nevada 89512

Re; Addendum for the Request for a Variance, for the 3620 Plumas Street,  
Septic Modifications.

To Whom It May Concern

Please allow this letter to serve as my request for a Variance to the Washoe County Health District, Sewage, Wastewater and Sanitation Regulations, Section 020.080. Do to the financial hardship this would place on me and my family.

I own a home at 3620 Plumas Street Reno, Nevada, 89509 and have started the permitting process to install a new disposal field, as part of this process, I will also be required to install a new septic tank due to the current septic tank, single chamber design.

Because my home lies within 400 feet of a sewer line and per section 080.020 and section 010.015 I cannot pursue a permit at this time.

Prior to submitting this application, the City of Reno was contacted in order to find out if I indeed, will be able to hook up to the sewer line in Moana Lane. The City of Reno stated that I would be allowed to hook up to their sewer line.

In a subsequent conversation with the City of Reno the following statements were made.

- I can hook up to the sewer line in Moana Lane but it's not feasible.
- That a Mainline extension would have to be built. See Exhibit "A".
- That the City of Reno has looked at the area for a sewer system but there are no plans at this time. See Exhibit "B"
- That a Sewer Study would have to be developed for the area.
- That a Sewer Design would have to be developed, due to the fact that the proposed Main Line Extension would be the last segment in any future sewer system for the area.

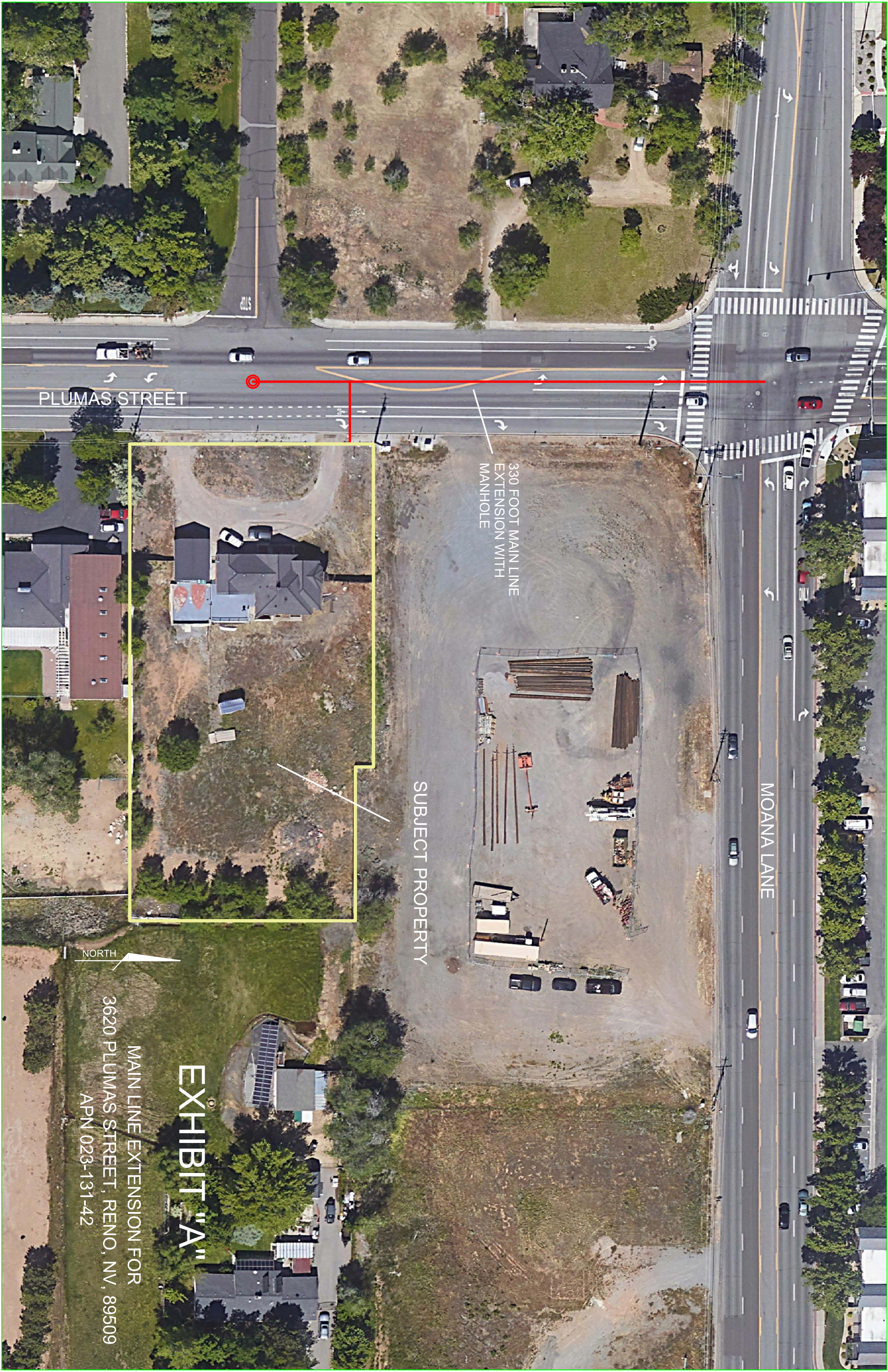
With the aforementioned information, I have created a preliminary cost estimate.

See Attached. At a cost range of \$189,086.55 to \$320,736.55, this mainline extension is not feasible.

It is my hope that a variance will be granted, allowing me to pursue a permit to modify my septic system per the plans I have attached.

Thank you for your consideration, and please, if there are any questions or if I can be of any assistance do not hesitate to call on me.

Mark Herrmann  
775-720-8973  
mvonherrman@sbcglobal.net



PLUMAS STREET

330 FOOT MAIN LINE  
EXTENSION WITH  
MANHOLE

SUBJECT PROPERTY

MOANA LANE

NORTH

# EXHIBIT "A"

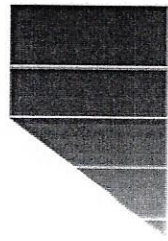
MAIN LINE EXTENSION FOR  
3620 PLUMAS STREET, RENO, NV, 89509  
APN 023-131-42



SUBJECT PROPERTY

EXHIBIT "B"

MAIN LINE EXTENSION FOR  
3620 PLUMAS STREET, RENO, NV 89509  
APN 023-131-42



**Western Title**  
company

Since 1902

# TITLE COMMITMENT

for

3620 Plumas Street  
Reno, NV 89509

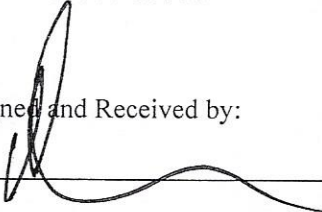
Escrow Number:  
107749-MLM

Escrow Officer  
Lynn Moore  
775-829-4974  
[lmoore@westerntitle.net](mailto:lmoore@westerntitle.net)


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

Marketing Representative  
Business Development Specialists  
775-332-7100  
[westernmarketing@westerntitle.net](mailto:westernmarketing@westerntitle.net)

Signed and Received by:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



 <b>First American Title™</b>	ALTA Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
Commitment	File Number <b>107749-MLM</b>

**COMMITMENT FOR TITLE INSURANCE**

Issued By

Western Title Company, LLC as Agent for  
*FIRST AMERICAN TITLE INSURANCE COMPANY*

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

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

Please direct all inquires and correspondence to:  
Western Title Company, LLC  
Kietzke Office  
5390 Kietzke Ln Suite 101  
Reno, NV 89511  
Escrow Officer: Lynn Moore  
Phone: 775-332-7100

Issuing Office File No. 107749-MLM

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**First American Title Insurance Company**



Dennis J. Gilmore, President




Jeffrey S. Robinson, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment

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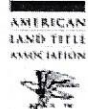
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or had Knowledge of the matter and did not notify the Company about it in writing.

- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
  - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
  - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**  
 The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**  
 The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**  
 The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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*Transaction Identification Data for reference only:*

Issuing Agent: Western Title Company, LLC  
Issuing Office: Western Title Company, LLC  
Issuing Office's ALTA Registry ID: 1024037  
APN: 023-131-42  
Property Address: 3620 Plumas Street, Reno, NV 89509  
Revision Number:

**Inquiries Should be Directed to:**

Escrow Officer: Lynn Moore  
Title Officer: Debbie Cimijotti  
Issuing Office File Number: 107749-MLM  
Phone: 775-332-7100

**COMMITMENT FOR TITLE INSURANCE**

Issued by

*First American Title Insurance Company*

**SCHEDULE A**

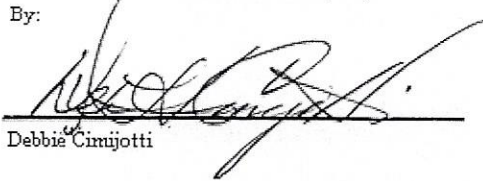
1. Commitment Effective Date: **August 9, 2019, 07:30 am**
2. Policy to be issued:
  - (a) 2006 ALTA® Loan Policy Extended Coverage
 

Proposed Insured: **CMG Mortgage Inc. ISAOA**  
Proposed Policy Amount: **\$300,000.00**

Loan Number:
3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple**
4. The title is, at the Commitment date, vested in:  
**Mark Herrmann, an unmarried man**
5. The land referred to in this Commitment is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

Western Title Company, LLC, issuing agent for  
First American Title Insurance Company

By:

  
Debbie Cimijotti

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EXHIBIT "A"

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

The South 11.94 feet of Lot 6 and the North 138.06 feet of Lot 7 in Block A as shown on the replat of Block A of GREENFIELD SUBDIVISION, Reno, Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada, on December 23, 1940.

EXCEPTING THEREFROM that portion of said land condemned by the County of Washoe for roadway purposes as set forth in instrument recorded September 28, 1982, as Document No. 816710, in Book 1788, Page 545, of Official Records.

APN: 023-131-42

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COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

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. The requirement that payment in full per demand and a release to follow or at close is required for a Deed of Trust to secure an indebtedness in the amount of \$310,000.00, dated May 8, 2007, executed by Mark Herrmann, an unmarried man, as Trustor, to Golden West Savings Association Service, Co., a California Corporation, as Trustee, in favor of World Savings Bank, FSB, Its Successors and/or Assignees, as Beneficiary, recorded on May 15, 2007, as Document No. 3532670, Official Records of Washoe County, Nevada.
6. The requirement that an Owner's Declaration/Affidavit be completed, and supplied for review prior to the issuance of a policy of title insurance.
7. The possible community or homestead interest of the spouse of the herein vested title holder if said holder is a married person.

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Commitment for Title Insurance (8-1-2016)  
Technical Correction 4-2-2018  
Schedule B - Part I

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SCHEDULE B, PART II  
Exceptions

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

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

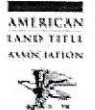
1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown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

**Exceptions 1-6 will be omitted on extended coverage policies**


7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. State and County Taxes for the fiscal year July 1, 2019 to June 30, 2020, together with any other taxes or assessments collected therewith, a lien, now due and payable:  
ASSESSORS PARCEL NUMBER: 023-131-42

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Commitment for Title Insurance (8-1-2016)  
Technical Correction 4-2-2018  
Schedule B - Part II

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QUARTERLY INSTALLMENTS

1st \$602.55  
 Status Paid (Due 08/19/2019)  
 2nd \$591.23  
 Status Open (Due 10/07/2019)  
 3rd \$591.22  
 Status Open (Due 01/06/2020)  
 4th \$591.22  
 Status Open (Due 03/02/2020)  
 Total \$2,376.22

9. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.
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.
11. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.
12. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
13. Water rights, claims or title to water, whether or not recorded.
14. Covenants, conditions, restrictions and homeowners assessments (if any) appearing in the public records deleting therefrom any restrictions indicating any preference, limitation or discrimination 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.  
  
Any matters, including homeowner's assessments, related to the creation and establishment of a condominium/townhouse appearing in the public records.
15. Easements or servitudes appearing in the public records.
16. Rights of parties in possession.

THE FOLLOWING NOTES ARE FOR INFORMATION PURPOSES ONLY:

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*Commitment for Title Insurance (8-1-2016)  
Technical Correction 4-2-2018  
Schedule B - Part II*

  
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WESTERN 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 2006 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 **3620 Plumas Street, Reno, NV**.

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 (6/17/06) or ALTA Loan Policy (6/17/06), 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:

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Commitment for Title Insurance (8-1-2016)  
Technical Correction 4-2-2018  
Schedule B - Part II

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

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*Commitment for Title Insurance (8-1-2016)  
Technical Correction 4-2-2018  
Schedule B - Part II*

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## PRIVACY POLICY - First American Title Insurance Company

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, First American Title Insurance Company, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public records or from another person or entity. First American Title Insurance Company has also adopted broader guidelines that govern our use of personal information regardless of its source. First American Title Insurance Company calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best effects to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American Title Insurance Company's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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Form 5030000 (1-31-17)

Page 13 of 13

ALTA Commitment for Title Insurance (8-1-16)

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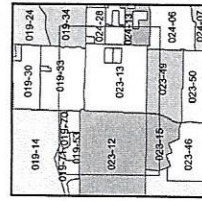
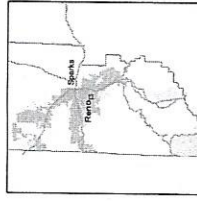
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Assessor's Map Number  
**023-13**

STATE OF NEVADA  
**WASHOE COUNTY**  
ASSESSOR'S OFFICE  
Michael E. Clark, Assessor  
1001 East Ninth Street  
Reno, NV 89402  
(775) 333-2331



1 inch = 200 feet



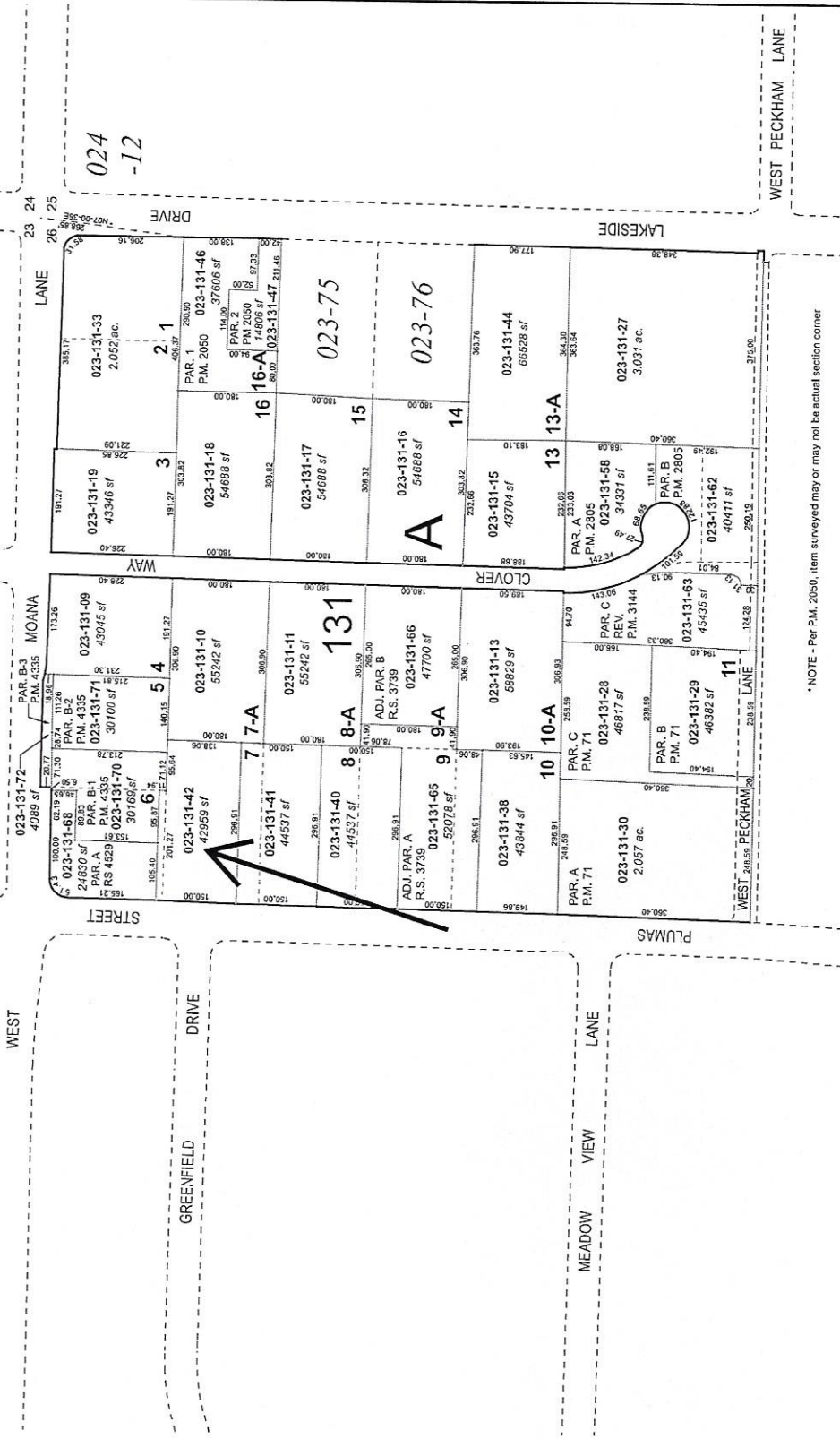
created by: TWT 5/12/2015  
last updated:  
area previously shown on map(s)

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and administrative purposes only. It does not represent a warranty of accuracy or reliability, nor is it intended as to the sufficiency or accuracy of the data delineated hereon.

**(#263)**  
**GREENFIELD SUBDIVISION**  
**BLOCK "A"**

PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26  
T19N - R19E

ANNEXATION T.M. 3656, ORD. #4950



\* NOTE - Per P.M. 2050, item surveyed may or may not be actual section corner