



WESTCOR
LAND TITLE INSURANCE COMPANY

ALTA Commitment Form (6-17-06)

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California 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 (6) 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.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

ID1003

TitleOne Corporation

1101 W. River Street Suite 201

Boise, ID 83702

WESTCOR LAND TITLE INSURANCE COMPANY



By:

Mary O'Donnell

President

Attest:

Patricia W. Power

Secretary

CONDITIONS

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 acquired 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.
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 and 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 and Conditions 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 <http://www.alta.org>.*



TitleOne Corporation
Authorized Agent for:
Westcor Land Title Insurance Company

ALTA Commitment (6/17/06)

File Number: A1090959 JG/LSD

SCHEDULE A

- 1. Effective Date:** March 29, 2010 at 07:30 AM
- 2. Policy (or Policies) to be issued:**

<input checked="" type="checkbox"/> ALTA Owner's Policy (6/17/06)	Standard Coverage	Policy Amount:	\$ 10,000.00
Proposed Insured:		Premium:	\$ 200.00
To Be Determined			
Endorsements: None Requested		Charge:	

- 3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**
Fee Simple as to Parcel I

Easement as to Parcel II and III
- 4. The land described in this Commitment is owned, at the Effective Date, by:**
Idaho Banking Company
- 5. The land referred to in the Commitment is described as follows:**
See "Exhibit A" Attached Hereto

(End of Schedule A)

TitleOne Corporation

By: 
Joseph Gropp, Authorized Officer

SCHEDULE B - SECTION I
REQUIREMENTS AND NOTES

ALTA Commitment (6/17/06)

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The following are the requirements to be complied with:

- a. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.
- b. Necessary conveyance to the proposed insured.
- c. Delivery to and approval by the Company of documentation authorizing the transaction and setting forth the parties authorized to execute documents on behalf of Idaho Banking Company.
- d. NOTE: According to the available records, the purported address of said land is:

839 S. Bridgeway Place
Eagle, Idaho 83616

(End of Schedule B - Section I)

SCHEDULE B - SECTION II
EXCEPTIONS FROM COVERAGE

ALTA Commitment (6/17/06)

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Note: The Policy (or Policies) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special 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 to such proceedings whether or not shown by the records of such agency, or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2010 which are a lien not yet due and payable.
8. Taxes, including any assessments collected therewith, for the year 2009 for which the first installment is delinquent and the second installment is due and payable on or before June 20, 2010.
Parcel Number: R5760250230
Code Area: 05
Original Amount: \$10,997.24 plus penalty and interest.
9. Taxes, including assessments collected therewith, for the year 2008 for which the first installment is paid and the second installment is delinquent.
Parcel Number: R5760250230
Code Area: 05
Original Amount: \$10,177.66 plus penalty and interest.
10. The land described herein is located within the boundaries of the City of Eagle (939-6813) and is subject to any assessments levied thereby.
11. The land described herein is located within the boundaries of Eagle Sewer District (939-0132) and is subject to any assessments levied thereby.

SCHEDULE B - SECTION II
EXCEPTIONS FROM COVERAGE
(Continued)

ALTA Commitment (6/17/06)

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12. The land described herein is located within the boundaries of Eagle Water District (939-0242) and is subject to any assessments levied thereby.
13. Liens, levies and assessments of Ballentyne Ditch Company Ltd. and the rights, powers, and easements of said district as provided by law.
14. Liens, Levies, and Assessments of the Association of Owners in the Mixed Use Subdivision.
15. Any claim arising from the difference in the mean high water line of the Boise River and the meander line as shown by the Government Survey.
16. Any question that may arise due to the shifting and changing in the course of the Boise River.
17. Terms, provisions, conditions, and, restrictions contained in Reciprocal Easement and Development Agreement by and between Eagle River, L.L.C., an Idaho limited liability company and the State of Idaho, Idaho Transportation Board for the Division of Highways.
Dated: April 4, 1997
Recorded: April 4, 1997
Instrument No: 97025980
18. Terms, provisions, conditions, and, restrictions contained in Memorandum of Development Agreement by and between the City of Eagle, a municipal corporation in the State of Idaho and Eagle River, L.L.C., an Arizona limited liability company.
Dated: January 25, 2000
Recorded: February 16, 2000
Instrument No: 100011692
19. Terms, provisions, conditions, and, restrictions contained in Development Agreement by and between the City of Eagle, a municipal corporation in the State of Idaho and Eagle River LLC.
Dated: April 24, 2003
Recorded: May 2, 2003
Instrument No: 103073342
20. Covenants, Conditions, and Restrictions, and, Easements but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: October 30, 2001
Instrument No.: 101113091
21. Easements, reservations, restrictions, and dedications as shown on the official plat of Mixed Use Subdivision No. 5.

SCHEDULE B - SECTION II
EXCEPTIONS FROM COVERAGE
(Continued)

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22. Terms, covenants, conditions, restrictions and obligations, if any, contained in Declaration of Access Easement.
Declarant: Eagle River L.L.C., an Arizona limited liability company
Recorded: June 24, 2004
Instrument No.: 104080097

23. Covenants, Conditions, and Restrictions, and, Easements but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: June 24, 2004
Instrument No.: 104080099

24. Covenants, Conditions, and Restrictions, and, Easements but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: January 4, 2008
Instrument No.: 108001120

25. Terms, conditions, easements and, obligations, if any, contained in Option to Repurchase by and between Eagle River L.L.C., an Arizona limited liability company, and John Holland and Janet Holland, husband and wife.
Recorded: November 3, 2004
Instrument No: 104140637

26. Assessment lien pursuant to Notice of Assessment Lien.
Claimed By: Eagle River, LLC
Against: Eagle 4, LLC
Amount Claimed: \$2,183.00
Dated: August 31, 2009
Recorded: July 31, 2009
Instrument No.: 109090198

27. Assessment lien pursuant to Notice of Assessment Lien.
Claimed By: Eagle River Owners Association, Inc.
Against: Eagle 4, LLC
Amount Claimed: \$1,483.00
Dated: August 31, 2009
Recorded: July 31, 2009
Instrument No.: 109090199

(End of Schedule B-II)

EXHIBIT "A"

PROPERTY DESCRIPTION

Parcel I:

Lot 20 in Block 4 of Mixed Use Subdivision No. 5, according to the official plat thereof, filed in Book 88 of Plats at Pages 10190 through 10195, official records of Ada County, Idaho.

Parcel II:

A perpetual non-exclusive easement for vehicular and pedestrian ingress and egress as created in Declaration of Access Easement, recorded June 24, 2004 as Instrument No. 104080097, records of Ada County, Idaho.

Parcel III:

A non-exclusive easement for pedestrian and vehicular ingress and egress as created by Declaration of Covenants, Conditions and Easement recorded June 24, 2004 as Instrument No. 104080099, records of Ada County, Idaho.

(End of Exhibit "A")

(A1090959.PFD/A1090959/9)



TitleOne
a title & escrow co.

TitleOne Corporation

Authorized Agent for:

Westcor Land Title Insurance Company

File Number: A1090959 JG/LSD

CONTACT INFORMATION

We would like to Thank You for your business. We appreciate the opportunity to serve you and the following contact information has been provided for your convenience during this transaction.

If you have any closing questions please contact your Escrow team:

Dianna Stork
Escrow Officer:
dstork@titleonecorp.com
868 E. Riverside Drive, Ste. 100
Eagle, Idaho 83616
(208) 246-8271 Phone
(208) 493-0201 Fax

Matt Bramwell
Escrow Assistant:
mbramwell@titleonecorp.com
868 E. Riverside Drive, Ste. 100
Eagle, Idaho 83616
(208) 947-1657 Phone
(208) 493-0201 Fax

If you have any title questions please contact your Title Officer:

Joe Gropp
Title Officer:
jgropp@titleonecorp.com
1101 W. River St., Ste. 201
Boise, Idaho 83702
(208) 947-1538 Phone
(208) 287-0951 Fax

A copy of this commitment has been provided to:

Boyce Bailey
Corbett Bottles Real Estate Marketing
5418 N. Eagle Road Ste 160
Boise, ID 83713
(208)377-5700

Sherri Boudreaux
Corbett Bottles Real Estate Marketing
5418 N. Eagle Road Ste 160
Boise, ID 83713
(208)377-5700

Mark Bottles
Corbett Bottles Real Estate Marketing
5418 N. Eagle Road Ste 160
Boise, ID 83713
(208)377-5700

Visit us at our website: www.titleonecorp.com

1101 West River St., Ste 201 Boise, Idaho 83702 208.424.8511 fax 208.424.0049
1940 S. Bonito Way, Ste. 190 Meridian, Idaho 83642 208.493.6350 fax 208.493.6360
868 E. Riverside Dr., Ste. 101 Eagle, Idaho 83616 208.493.0200 fax 208.493.0201
5660 E. Franklin Rd., Ste 101 Nampa, Idaho 83687 208.475.1155 fax 208.475.1156