

### ALTA Commitment Form

### COMMITMENT FOR TITLE INSURANCE

Issued by



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 affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

A handwritten signature in blue ink, appearing to be "L. D.", written over a horizontal line.

Authorized Signature

SANDPOINT TITLE INSURANCE

Company

City, State



A handwritten signature in black ink, "Stewart Jones Jr.", written over a horizontal line.

Senior Chairman of the Board

A handwritten signature in black ink, "Malcolm S. Morris", written over a horizontal line.

Chairman of the Board

A handwritten signature in black ink, "Michael Scalka", written over a horizontal line.

President

## 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/>>.*



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.

# REPLAT OF LOT 1, 3rd ADDITION TO THE PINES

LOCATED IN SECTION 9, TOWNSHIP 57 NORTH, RANGE 2 WEST,  
BOISE MERIDIAN, BONNER COUNTY, IDAHO

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON AN ACTUAL SURVEY LOCATED IN SECTION 9, T37N, R27W, B1M, BONNER COUNTY, IDAHO. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN CORRECTLY THEREON AND THAT THE MONUMENTS HAVE BEEN PLACED AND ALL LOT AND BLOCK CORNERS PROPERLY SET AND THE SURVEY IS IN COMPLIANCE WITH ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL ORDINANCES.

DATED THIS 14<sup>th</sup> DAY OF MARCH, 2005

*Debra L. Bradley*  
LICENSED SURVEYOR



### COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN REPLAT OF LOT 1, 3rd ADDITION TO THE PINES AND CHECKED THE PLAT AND COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS 7<sup>th</sup> DAY OF JUNE, 2005

*William J. Fox*  
BONNER COUNTY SURVEYOR

### COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN FULLY PAID UP TO AND INCLUDING THE YEAR 2004

DATED THIS 14<sup>th</sup> DAY OF JUNE, 2005

*Christy O. Pissal*  
BONNER COUNTY TREASURER

### PANHANDLE HEALTH DISTRICT 1

A SANITARY RESTROOM ACCORDING TO RAINBOW CODE 50-1129 IS PROPOSED ON THIS PLAT. NO BUILDING, DWELLING, OR SHELTER SHALL BE ERRECTED UNTIL SANITARY RESTROOM REQUIREMENTS ARE SATISFIED AND LIFTED.

THIS PLAT APPROVED THIS 21<sup>st</sup> DAY OF MARCH, 2005  
SANITARY RESTROOM SATISFIED AND LIFTED  
THIS 21<sup>st</sup> DAY OF MARCH, 2005

*Michelle M. Hester*  
SANITARY HEALTH DISTRICT

DOMESTIC WATER FOR EACH LOT SHALL BE BY INDIVIDUAL WELL. DRILLING PERMIT FROM THE IDAHO DEPARTMENT OF WATER RESOURCES SHALL BE OBTAINED PRIOR TO WELL CONSTRUCTION.

### CITY OF SANDPOINT. AREA OF IMPACT

*Raymond C. Wilkes* MAYOR OF THE CITY OF SANDPOINT, BONNER COUNTY, IDAHO, DO HEREBY CERTIFY THAT THIS REPLAT OF LOT 1, 3rd ADDITION TO THE PINES HAS BEEN EXAMINED FOR IMPACT TO THE CITY OF SANDPOINT.

THIS 14<sup>th</sup> DAY OF JUNE, 2005

*Marie P. Roberts*  
CITY CLERK

### COUNTY COMMISSIONERS' CERTIFICATE

THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS, BONNER COUNTY, IDAHO.

DATED THIS 14<sup>th</sup> DAY OF JUNE, 2005

*John J. ...*  
CHAIRMAN, BOARD OF BONNER COUNTY COMMISSIONERS

### PLANNING DIRECTOR'S CERTIFICATE

THIS PLAT HAS BEEN EXAMINED AND APPROVED, DATED THIS 14<sup>th</sup> DAY OF JUNE, 2005

*Marie Marie Marley AICP*  
BONNER COUNTY PLANNING DIRECTOR

### OWNERS' CERTIFICATE

THIS IS TO CERTIFY THAT THE JACK DEAN NICOLLS & LOBI LEE NICOLLS, HUSBAND & WIFE ARE THE RECORD OWNERS OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATION AND HAVE CAUSED THE SAME TO BE DIVIDED INTO LOTS, THE SAME TO BE KNOWN AS REPLAT OF LOT 1, 3rd ADDITION TO THE PINES, LOCATED IN A PORTION OF SECTION 9, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, 3rd ADDITION TO THE PINES, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 7 OF PLATS, PAGE 72, RECORDS OF BONNER COUNTY, IDAHO.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS 16<sup>th</sup> DAY OF JUNE, 2005.

*Jack Dean Nicolls*  
LOBI LEE NICOLLS

### ACKNOWLEDGEMENT

STATE OF Idaho SS  
COUNTY OF Bonner

ON THIS 16<sup>th</sup> DAY OF JUNE, 2005 BEFORE ME PERSONALLY APPEARED JACK DEAN NICOLLS & LOBI LEE NICOLLS, KNOWN OR IDENTIFIED OR PROVED TO ME ON THE DATE OF INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME. I HAVE HERETOFORE SET MY HAND AND SEAL THE DATE LAST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF Idaho *Debra L. Bradley*  
RESIDING AT Sandpoint, Id MY COMMISSION EXPIRES: April 24, 2008



### LIENHOLDER CERTIFICATE

THE FOLLOWING BENEFICIARY OF A DEED OF TRUST ON THE ABOVE DESCRIBED REAL PROPERTY: MOUNTAIN WEST BANK, AGREES TO THE PLAT HEREOF BY LIENHOLDERS' CERTIFICATE

RECORDED ON JUNE 6, 2005 AS INSTRUMENT 078230 RECORDS OF BONNER COUNTY, IDAHO

Sandpoint Title Insurance  
120 S. 2nd Ave  
Sandpoint, Id 83864  
(208)263-2222 | (208)265-4040 Fax  
ST@Sandpoint.com

### RECORDER'S CERTIFICATE

FILED THIS 14 DAY OF JUNE, 2005, AT 3:04 PM, IN BOOK 7 OF PLATS AT PAGE 704  
AT THE REQUEST OF Jack

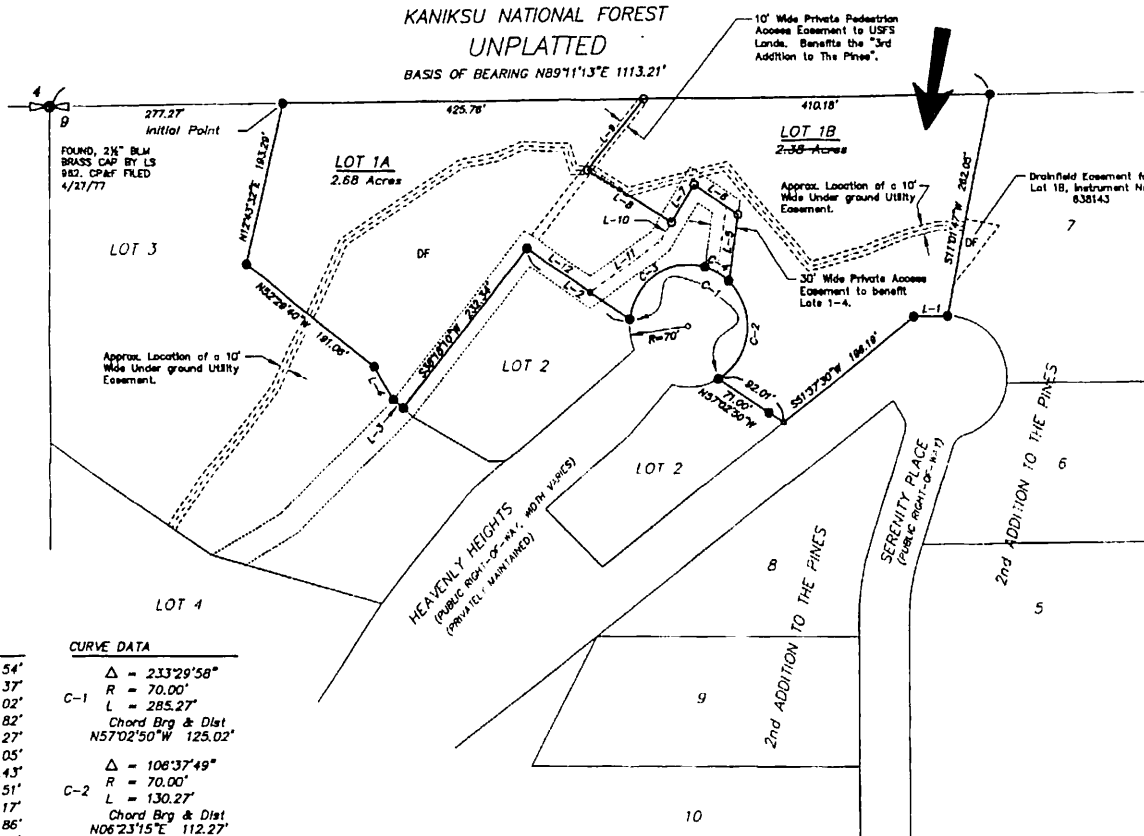
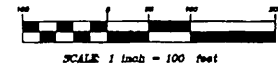
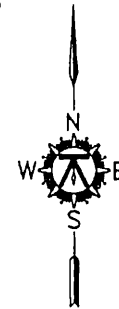
*Debra L. Bradley*  
BONNER COUNTY RECORDER

	<b>TUCKER BROWN &amp; VERMEER, LLC</b> ENGINEERING AND LAND SURVEYING 100 S. 2nd Ave., Sandpoint, ID 83864 (208)263-3884	
	DRAWN BY: <u>GSZ</u>	CHECKED BY: <u>GS</u>

# REPLAT OF LOT 1, 3rd ADDITION TO THE PINES

LOCATED IN SECTION 9, TOWNSHIP 57 NORTH, RANGE 2 WEST,  
BOISE MERIDIAN, BONNER COUNTY, IDAHO

Sandpoint Title Insurance  
120 S. 2nd Ave  
Sandpoint, Id 83864  
(208)263-2222 | (208)265-4040 Fax  
STI@Sandpoint.com



### LEGEND

- SET A 5/8" REBAR WITH A PLASTIC CAP MARKED "BAILEY PLS 10559"
- FOUND A 5/8" REBAR BY: PLS 10559 PER THE 3RD ADDITION TO THE PINES
- ⊙ SECTION MONUMENTATION AS NOTED
- COMPUTED POINT, NOT SET
- DF PHD APPROVED DRAINFIELD SITE

### BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED ON THE 3RD ADDITION TO THE PINES, BOOK 7 OF PLATS, PAGE 72, RECORDS OF BONNER COUNTY, IDAHO

#### LINE DATA

L-1	S88°50'46"W	40.54'
L-2	N57°02'50"W	146.37'
L-3	N48°25'54"W	15.02'
L-4	N30°26'19"W	43.82'
L-5	N08°00'35"E	76.27'
L-6	N56°09'14"W	62.05'
L-7	S31°28'27"W	51.43'
L-8	N58°33'33"W	117.51'
L-9	N38°18'10"E	108.17'
L-10	S31°26'27"W	25.86'
L-11	S55°41'23"W	101.13'
L-12	N57°02'50"W	89.93'

#### CURVE DATA

C-1	Δ = 233°29'58"
	R = 70.00'
	L = 285.27'
	Chord Brg & Dist
	N57°02'50"W 125.02'
C-2	Δ = 108°37'49"
	R = 70.00'
	L = 130.27'
	Chord Brg & Dist
	N06°23'15"E 112.27'
C-3	Δ = 100°11'46"
	R = 70.00'
	L = 122.41'
	Chord Brg & Dist
	S56°18'04"W 107.40'
C-4	Δ = 26°36'23"
	R = 70.00'
	L = 32.59'
	Chord Brg & Dist
	S60°15'52"E 32.29'

### NOTES

- 1) BOTH LOTS WITHIN THIS SUBDIVISION HAVE BEEN DESIGNED TO BE DEVELOPED WITH GRASSED INFILTRATION AREAS TO MANAGE ON-SITE STORMWATER RUNOFF.
- 2) A STORMWATER MANAGEMENT AND/OR EROSION CONTROL PLAN SHALL BE FILED AT THE TIME OF BUILDING PERMIT OR BUILDING LOCATION PERMIT APPLICATION FOR THE DEVELOPMENT OF THESE LOTS, CONSISTENT WITH THE APPROVED STORMWATER MANAGEMENT PLAN ON FILE AT THE BONNER COUNTY PLANNING DEPARTMENT.
- 3) HEAVENLY HEIGHTS ROAD IS A PRIVATELY MAINTAINED ROAD AND SHALL BE UNTIL SUCH TIME AS IT IS ACCEPTED INTO THE COUNTY'S MAINTENANCE SYSTEM.
- 4) THIS REPLAT IS SUBJECT TO THE EASEMENTS, COVENANTS, AND RESTRICTIONS SHOWN ON THE 3RD ADDITION TO THE PINES, BOOK 7 OF PLATS, PAGE 72, RECORDS OF BONNER COUNTY, IDAHO

### EASEMENTS, RESTRICTIONS & COVENANTS OF RECORD

INSTRUMENT	DESCRIPTION	GRANTEE
500371	ELECTRICAL DISTRIBUTION	NORTHERN LIGHTS, INC
532708	ELECTRICAL DISTRIBUTION	NORTHERN LIGHTS, INC
638143	DRAINFIELD EASEMENT	
638144	COVENANTS, RESTRICTIONS & EASEMENTS	
638145	FIRE POND ACCESS EASEMENT	
638146	PRIVATE ROAD MAINTENANCE AGREEMENT	NICK & LORI NICOLLS
638147	PRIVATE ROAD MAINTENANCE AGREEMENT	



*Gilbert Bailey*  
3-14-2005

**TAB** TUCKER BROWN & VERMEER, LLC  
ENGINEERING AND LAND SURVEYING  
102 S 2nd Ave, Sandpoint, ID 83864 (208)263-5884

DRAWN BY: OCB CHECKED BY: DATE: NOVEMBER 2004  
FOR: NICK & LORI NICOLLS JOB: 04-048