



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National 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 90 days 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, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

ID2004
TitleOne Corporation
1101 West River, Suite 201
Boise, ID 83702
Tel:(208) 424-8511
Fax:(208) 424-0049

Fidelity National Title Insurance Company



By:

ATTEST

President

Secretary

Countersigned:

Authorized Signatory
Scott Thiel

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:

Fidelity National Title Insurance Company

ALTA Commitment (6/17/06)

File Number: A1093026 JG/DS

SCHEDULE A

1. **Effective Date:** July 13, 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:	\$ 220.00
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
4. **The land described in this Commitment is owned, at the Effective Date, by:**
Bank of the Cascades, dba Farmers & Merchants, a Bank of the Cascades Company
5. **The land referred to in the Commitment is described as follows:**
Lot 5 in Block 1 of Carlton Bay Subdivision, according to the official plat thereof, filed in Book 100 of Plats at Page(s) 12901 through 12905, and as Amended by an Affidavit recorded March 1, 2010 as Instrument No. 110018434, official records of Ada County, Idaho.

(End of Schedule A)

TitleOne Corporation

By: 
Joseph Gropp, Title 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. The Company will require the following documents in order to insure a conveyance by the corporation named below:
Corporation: Bank of the Cascades, dba Farmers & Merchants, a Bank of the Cascade Company, a/an Idaho Nonprofit corporation.
 - (a) A copy of the corporation by-laws and articles.
 - (b) An original or certified copy of the resolution authorizing the subject transaction.
 - (c) If the articles or by-laws require the approval of a "parent" organization, the Company will also require a copy of the by-laws and articles of the "parent" organization.
- d. NOTE: According to the available records, the purported address of said land is:

10330 W. Carlton Bay Drive
Garden City, Idaho 83714

(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 for the year 2009 are paid in full.
Parcel Number: R1292650090
Code Area: 06-3
Original Amount: \$6,335.46
9. The land described herein is located within the boundaries of the City of Garden City (208-472-2900) and is subject to any assessments levied thereby.
10. Liens, levies and assessments of Boise Sewer District.
11. The land described herein is located within the boundaries of Farmers Union Irrigation District (208-345-2510) and is subject to any assessments levied thereby.
12. Liens, Levies and Assessment of any and all irrigation districts, including but not limited to the New Union Ditch Company, Ltd., and the rights, powers, and easements of said district as provided by law.

SCHEDULE B - SECTION II

ALTA Commitment (6/17/06)

EXCEPTIONS FROM COVERAGE

(Continued)

File Number: A1093026 JG/DS

13. Liens, Levies and Assessment of any and all irrigation districts, including but not limited to the Boise Valley Irrigation Ditch Company, and the rights, powers, and easements of said district as provided by law.
14. Liens, Levies, and Assessments of the Carlton Bay Subdivision Homeowners Association, Inc.
15. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof.
Recorded: October 25, 1887
Book 2 of Patents at Page 81
(Affects Lots 1 - 7 in Block 1, Lots 1 - 22 in Block 2, and Lots 1 - 21 in Block 3)
16. Right-of-way for Little Union Canal and the rights of access thereto for maintenance of said canal.
(Affects Lots 1 - 7 in Block 1)
17. Right-of-way for Dry Creek Canal and the rights of access thereto for maintenance of said canal.
18. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: The Mountain States Telephone and Telegraph Company
Purpose: Public Utilities
Recorded: July 1, 1936
Instrument No.: 170897
Book 14 of Miscellaneous Records at Page 619, records of Ada County, Idaho.
(Affects All Lots)

The exact location and extent of said easement is not disclosed of record.
19. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: The Mountain States Telephone and Telegraph Company
Purpose: Public Utilities
Recorded: July 1, 1936
Instrument No.: 170898
Book 14 of Miscellaneous Records at Page 620, records of Ada County, Idaho.
(Affects All Lots)

The exact location and extent of said easement is not disclosed of record.
20. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey No. 3993 recorded September 5, 1997 as Instrument No. 97072634, records of Ada County, Idaho.
(Affects Lots)

SCHEDULE B - SECTION II

ALTA Commitment (6/17/06)

EXCEPTIONS FROM COVERAGE

(Continued)

File Number: A1093026 JG/DS

21. Terms, provisions, conditions, restrictions and, easements contained in Site Development Agreement, Grant of Easements Improvements Maintenance Agreement and Restrictive Covenant Agreement by and between S & R Land Development LLC, an Idaho limited liability company, and Hawkins Companies LLC, an Idaho limited liability company.
Recorded: September 6, 2006
Instrument No: 106143961
(Affects All Lots)

First Amendment to Site Development Agreement, Grant of Easements Improvements Maintenance Agreement and Restrictive Covenant Agreement.
Recorded: October 30, 2008
Instrument No.: 108119675

A Consent and Subordination of Lender to Restrictive Covenants.
Recorded: October 30, 2008
Instrument No.: 108119674
Re-Recorded: October 30, 2008
Instrument No.: 108119721
22. Terms, provisions, conditions, and, restrictions contained in License Agreement by and between New Union Ditch Company, Ltd., and S & R Land Development, LLC, an Idaho limited liability company.
Recorded: March 15, 2007
Instrument No: 107031692
(Affects All Lots)
23. Terms, provisions, conditions, and, restrictions contained in License Agreement by and between New Dry Creek Ditch Company, Ltd., a ditch company, and S & R Land Development, LLC, an Idaho limited liability company.
Recorded: June 28, 2007
Instrument No: 107092109
(Affects All Lots)
24. Terms, provisions, conditions, and, restrictions contained in Public Right-of-Way Easement by and between William C. Pierce and Pamela R. Pierce, husband and wife (Grantor), Ada County Highway District and S & R Land Development, LLC (Grantees).
Recorded: June 28, 2007
Instrument No: 107092348
(Affects All Lots)
25. An easement for the purpose shown below and rights incidental thereto as set forth in a Public Right-of-Way.
Granted to: Ada County Highway District
Purpose: Sidewalks
Recorded: July 5, 2007
Instrument No.: 107095656
(Affects Lots 1 - 6 in Block 1)

SCHEDULE B - SECTION II

ALTA Commitment (6/17/06)

EXCEPTIONS FROM COVERAGE

(Continued)

File Number: A1093026 JG/DS

26. Easements, reservations, restrictions, and dedications as shown on the official plat of Carlton Bay Subdivision.
27. 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: March 3, 2008
Instrument No: 108025088
(All Lots, except Lots 2 - 7 in Block 1, Lots 2, 3, 5 - 20 in Block 2, and Lots 1 - 20 in Block 3)
- Amendments, Supplements, or Modifications of said Covenants, Conditions, and Restrictions:
Recorded: March 3, 2008
Instrument No: 108025090
- Amendments, Supplements, or Modifications of said Covenants, Conditions, and Restrictions:
Recorded: March 3, 2008
Instrument No.: 108025091
- Amendments, Supplements, or Modifications of said Covenants, Conditions, and Restrictions:
Recorded: April 15, 2010
Instrument No.: 110034465
28. 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, 2008
Instrument No.: 108119676
(Affects All Lots)
29. 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: February 18, 2010
Instrument No.: 110015083

(End of Schedule B-II)



TitleOne
a title & escrow co.

TitleOne Corporation

Authorized Agent for:

Fidelity National Title Insurance Company

File Number: A1093026 JG/DS

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
839 S. Bridgeway Place
Eagle, Idaho 83616
(208)377-5700

Sherri Boudreaux
Mark Bottles Real Estate Services
839 S. Bridgeway Place
Eagle, ID 83616
(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