



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: C1028805 ST/LSD

SCHEDULE A

1. **Effective Date:** July 15, 2010 at 07:30 AM

2. **Policy (or Policies) to be issued:**

Preliminary Research Report

Policy Amount:

Proposed Insured:

Premium:

\$ 500.00

To Be Determined, its successors and/or assigns as their respective interests may appear.

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:**

J. Patrick Curran

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

See "Exhibit A" Attached Hereto

(End of Schedule A)

TitleOne Corporation

By: 

Scott Thiel, Authorized Agent

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. TitleOne Corporation reserves the right to add additional requirements and/or exceptions upon receipt of the details of the forthcoming transaction.
- c. NOTE: According to the available records, the purported address of said land is:

12603 Highway 44
Middleton, Idaho 83644

(End of Schedule B - Section I)

SCHEDULE B - SECTION II

ALTA Commitment (6/17/06)

EXCEPTIONS FROM COVERAGE

File Number: C1028805 ST/LSD

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. Water rights, claims or title to water.
8. Taxes, including assessments collected therewith, for the year 2008 for which the first installment is paid and the second installment is delinquent.
Parcel Number: R34775000-0
Code Area: 110-00
Original Amount: \$3,883.52 plus penalty and interest.
9. Taxes, including any assessments collected therewith, for the year 2009 which are all delinquent.
Parcel Number: R34775000-0
Code Area: 110-00
Original Amount: \$4,187.74 plus penalty and interest.
10. Taxes, including any assessments collected therewith, for the year 2010 which are a lien not yet due and payable.
11. Special assessments, if any, for the City of Middleton.
12. Liens, levies, and assessments of the Canyon County Water Company Ltd.

SCHEDULE B - SECTION II

ALTA Commitment (6/17/06)

EXCEPTIONS FROM COVERAGE

(Continued)

File Number: C1028805 ST/LSD

13. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof.
Recorded: April 29, 1884
Book 1 of Patents at Page 58, records of Canyon County, Idaho.

14. An easement for the purpose shown below and rights incidental thereto as set forth in a Warranty Deed.
Purpose: Right-of-way for a wagon road
Recorded: June 19, 1903
Instrument No.: 418
Book 26 of Deeds at Page 129, records of Ada County, Idaho.

(Note: The exact location and extent of said easement is not disclosed of record.)

15. An easement for the purpose shown below and rights incidental thereto as set forth in a Grant of Easement.
Purpose: Perpetual easement for a road
Recorded: May 24, 1926
Instrument No.: 148353
Book 11 of Miscellaneous Records at Page 376, records of Ada County, Idaho.

(Note: The exact location and extent of said easement is not disclosed of record.)

16. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company, a corporation
Purpose: Public Utilities
Recorded: May 2, 1929
Instrument No.: 170085
Book 12 of Miscellaneous Records at Pages 462 and 463, records of Canyon County, Idaho.

(Note: The exact location and extent of said easement is not disclosed of record.)

17. An easement for the purpose shown below and rights incidental thereto as set forth in a Channel Change Easement.
Granted to: State of Idaho
Purpose: constructing a channel change of a drain ditch
Recorded: August 13, 1952
Instrument No.: 391363

18. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded February 5, 2010 as Instrument No. 2010005634, records of Canyon County, Idaho.
 - a. encroachment of improvement onto State Highway 44.

19. Terms, covenants, conditions, and restrictions contained in Ordinance No. 458.
Recorded: June 3, 2010
Instrument No.: 2010025435

SCHEDULE B - SECTION II
EXCEPTIONS FROM COVERAGE
(Continued)

ALTA Commitment (6/17/06)

File Number: C1028805 ST/LSD

20. Right, title, and interest of the spouse of any party vested in title, if married, and any matters which may appear against the spouse of any party vested in title.

(End of Schedule B-II)

EXHIBIT "A"

PROPERTY DESCRIPTION

A parcel of land depicted on Record of Survey recorded February 5, 2010 as Instrument No. 2010005634, records of Canyon County, Idaho, being a part of the Northeast quarter of the Northwest quarter of Section 12, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho described as:

Commencing at the North quarter corner of Section 12, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and running thence

North 89°39'32" West 424.89 feet along the North line of said Section; thence

South 00°46'28" West 81.04 feet to a set 5/8" iron rod with a yellow plastic cap labeled "PLS 12220" marking a point on the South right-of-way of State Highway 44 (said point being the Point of Beginning); thence

South 00°46'28" West 143.94 feet to a set 5/8" iron rod with a yellow plastic cap labeled "PLS 12220"; thence

North 89°39'32" West 386.69 feet to a found 5/8" iron rod marking a point on the East right-of-way easement of Rhodenbaugh Lane; thence

North 13°22'28" East 147.56 feet to a found 5/8" iron rod marking a point on the South right-of-way of State Highway 44; thence

South 89°41'15" East 354.50 feet along said South right-of-way to the Point of Beginning.

(End of Exhibit "A")

(C1028805.PFD/C1028805/14)



TitleOne Corporation

Authorized Agent for:

Westcor Land Title Insurance Company

File Number: C1028805 ST/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:

L. Scott Darling
Commercial Escrow Officer:
sdarling@titleonecorp.com
1101 W. River St., Suite 201
Boise, Idaho 83702
(208) 287-5300 Phone
(208) 287-0951 Fax

Laura Page
Commercial Escrow Officer:
lpage@titleonecorp.com
1101 W. River St., Suite 201
Boise, Idaho 83702
(208) 424-8511 Phone
(208) 287-0951 Fax

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

Scott Thiel
Title Officer:
sthier@titleonecorp.com
1101 W. River St., Ste 201
Boise, Idaho 83702
(208) 287-5314 Phone
(208) 287-5322 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
Corbett Bottles Real Estate Marketing
839 S. Bridgeway Place
Eagle, Idaho 83616
(208)377-5700

Visit us at our website: www.titleonecorp.com

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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