

ALTA Plain Language Commitment Form

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

Note: Notwithstanding anything to the contrary in this Commitment, 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. 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.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact your title officer, [Shannon Lloyd](#)

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TITLE INSURANCE COMMITMENT

BY

Chicago Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

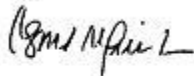
The Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

CHICAGO TITLE INSURANCE COMPANY

By:



President

By: 

Secretary



Issued by: **Alliance Title & Escrow Corp.**

By: _____

Authorized signer

SCHEDULE A

Revised 08/04/10 to change Commitment date, vested owner, legal description to remove Lot 4, delete Requirements subparagraph "f.", add Requirements subparagraph "i.", change Note No. 3 (property address), delete Exc #14, Exc #15, Exc #16, Exc #40, Exc 43, and Exc #45

Order No.: 5101025640SL

1. Commitment date: 7/26/2010 at 7:30 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy (6-17-06) [X] Standard Coverage [] Extended Coverage
Amount: \$
Premium: \$

Proposed Insured:

(b) ALTA Loan Policy (6-17-06) [] Standard Coverage [] Extended Coverage
Amount: \$
Premium: \$
Endorsements: Amount: \$

(c) Second Loan Policy (6-17-06) [] Standard Coverage [] Extended Coverage
Amount: \$
Premium: \$

Proposed Insured:

3. Fee Simple interest in the Land described in this Commitment is owned, at the Commitment Date, by:

John Patrick Curran, an unmarried person - as to Lot 3
Lone Hawk Estates LLC, a dissolved LLC- as to the remainder

4. The Land referred to in this Commitment is described as follows:

Lots 1, 2, 3, 5, 6 and 7 in Block 1 of Lone Hawk Estates Subdivision, according to the official plat thereof, filed as Instrument No. 265965, Records of Owyhee County, Idaho.

SCHEDULE B - SECTION I
REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.

- e. Furnish recording instructions, completed and executed, when forwarding your encumbrances for recording.

This transaction was ordered as a title only transaction and provides for no escrow services. As a result the following services are not provided:

Any curative action regarding items either shown in Schedule B or made as a requirement herein will be the responsibility of the originating party.

Alliance Title & Escrow Corp. will not request payoff statements or facilitate the satisfaction of any monetary obligation of the borrower in this transaction.

No funds will be deposited with Alliance Title & Escrow Corp. and it will not act as closing agent for loan documentation purposes.

Alliance Title & Escrow Corp. will not prepare a HUD-1/Settlement Statements in association with this transaction.

Note: In the event that any of the above requirements are not satisfied at the time of recording and we are authorized by the recording instructions to record your encumbrance with these requirements as "To come" items, they will be inserted in Schedule B of the title insurance policy as exceptions to the policy.

Please be aware that Idaho recording fees are \$10.00 for the first page and \$3.00 per additional page. An additional \$5.00 per document will be charged in counties where documents are electronically recorded (E-Recording).

All documentation regarding the above referenced order, including the recording package, should be sent directly to the following address:

Alliance Title & Escrow Corp.
9288 W. Emerald Street, Suite 102
Boise, ID 83704
ATTN: Recording Desk

- f. Intentionally deleted.
- g. The company will require a copy of articles of organization, operating agreements, if any, and a current list of its members and managers for Lone Hawk Estates, a limited liability company.
- h. The parties to be insured herein must acknowledge that they have read Paragraph 44, Schedule B: and that the title insurance policy, when issued will not insure against the lack of a right of access to and from the land.
- i. The parties to be insured herein must acknowledge that they have read Paragraph 44, Schedule B: and that the title insurance policy, when issued will not insure against the lack of a right of access to and from the land.

Note No. 1: This Company reserves the right to add additional requirements upon receipt of the details of this transaction.

Note No. 2: In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

Note No. 3: According to the available County Assessor's Office records, the purported address of said land is:

NNA Lootens Lane, Homedale, ID 83628

Note No. 4: We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is **Shannon Lloyd**.

Note No. 5: To assist you with RESPA compliance, be advised that the agent/underwriter split associated with the policy(ies) to be issued are as follows:

As to any Owners policy of title insurance proposed in Schedule A:

Agent \$ Underwriter \$

As to any Lenders policy of title insurance proposed in Schedule A:

Agent \$ Underwriter \$

As to any Endorsements proposed in Schedule A:

Agent \$ Underwriter \$

Copies of our privacy policies are available upon request. Please contact your title officer.

SCHEDULE B - SECTION II

EXCEPTIONS

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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material 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 or 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 public 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.
7. General Taxes for the year 2010, a Lien, but not yet due and payable.
8. General Taxes for the year 2009, a Lien, are all delinquent.
Parcel No.: 3-0000 **RP001500010010A**.
In the original amount of: **\$101.66**.
Affects: Lot 1.
9. General Taxes for the year 2008, a Lien, are all delinquent.
Parcel No.: 3-0000 **RP001500010010A**.
In the original amount of: **\$5.86**.
Affects: Lot 1.
10. General Taxes for the year 2009, a Lien, are all delinquent.
Parcel No.: 3-0000 **RP001500010020A**.
In the original amount of: **\$35.64**.
Affects: Lot 2.
11. General Taxes for the year 2008, a Lien, are all delinquent.
Parcel No.: 3-0000 **RP001500010020A**.
In the original amount of: **\$10.78**.
Affects: Lot 2.
12. General Taxes for the year 2009, a Lien, are all delinquent.
Parcel No.: 3-0000 **RP001500010030A**.
In the original amount of: **\$38.48**.
Affects: Lot 3.

13. General Taxes for the year 2008, a Lien, are all delinquent.
Parcel No.: 3-0000 RP001500010030A.
In the original amount of: \$755.18.
Affects: Lot 3.
14. Intentionally deleted.
15. Intentionally deleted.
16. Intentionally deleted.
17. General Taxes for the year 2009, a Lien, are all delinquent.
Parcel No.: 3-0000 RP001500010050A.
In the original amount of: \$75.26.
Affects: Lot 5.
18. General Taxes for the year 2008, a Lien, are all delinquent.
Parcel No.: 3-0000 RP001500010050A.
In the original amount of: \$55.08.
Affects: Lot 5.
19. General Taxes for the year 2009, a Lien, are all delinquent.
Parcel No.: 3-0000 RP001500010060A.
In the original amount of: \$125.26.
Affects: Lot 6.
20. General Taxes for the year 2008, a Lien, are all delinquent.
Parcel No.: 3-0000 RP001500010060A.
In the original amount of: \$91.64.
Affects: Lot 6.
21. General Taxes for the year 2009, a Lien, are all delinquent.
Parcel No.: 3-0000 RP001500010070A.
In the original amount of: \$139.12.
Affects: Lot 7.
22. General Taxes for the year 2008, a Lien, are all delinquent.
Parcel No.: 3-0000 RP001500010070A.
In the original amount of: \$102.00.
Affects: Lot 7.
23. Levies and assessments of the Gem Irrigation District, and the rights, powers and easements of said district as by law provided.
24. Liens, levies and assessments of the Lone Hawk Estates Subdivision Homeowners Association.

25. Exceptions and reservations contained in the deed from the State of Idaho
Recorded: October 18, 1927.
Book: 22.
Page: 301, of Official Records.
Records of: Owyhee County.
Wherein mineral rights are reserved to the state. (47-701 Idaho Code).
26. Right of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
27. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Alma E. Travis.
Purpose: Waste and Drainage Ditches.
Recorded: January 30, 1931.
Book: 26.
Page: 46, of Official Records.
28. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Idaho Power Company.
Purpose: Public Utilities.
Recorded: April 12, 1948.
Book: 37 of Deeds.
Page: 223, of Official Records.
29. Right-of-way for Drainage Ditch, and the rights of access thereto for maintenance of said ditch.
30. Right-of-way for Dines Lateral, and the rights of access thereto for maintenance of said lateral.
31. Rights, interests, or claims which may exist or arise by reason of fact(s) shown on a survey plat entitled Record of Survey.
Prepared by: Skinner Land Survey Co. Inc.
Recorded: August 5, 1998.
Instrument No.: 225644.
32. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions contained in a Judgment Case No. CV-01-03191:
Recorded: December 31, 2001.
Instrument No.: 238221, of Official Records.

33. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions contained in a Lone Hawk Estates Subdivision Purchaser Disclosure:
Recorded: August 22, 2008.
Instrument No.: 265969, of Official Records.
34. Agreement, and the terms and conditions contained therein:
Between: Lone Hawk Estates, LLC, a limited liability company.
And: Pat Curran.
Purpose: Water Users Agreement.
Recorded: August 22, 2008.
Instrument No.: 265967, of Official Records.
35. Agreement, and the terms and conditions contained therein:
Between: Lone Hawk Estates, LLC, a limited liability company.
And: Pat Curran.
Purpose: Road Users Agreement.
Recorded: August 22, 2008.
Instrument No.: 265968, of Official Records.
36. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status ancestry, national origin 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 5, 2006.
Instrument No.: 254686, of Official Records.
37. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status ancestry, national origin 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: August 22, 2008.
Instrument No.: 265966, of Official Records.
38. Easements, reservations, notes and/or dedications as shown on the official plat of Lone Hawk Estates Subdivision.
39. A claim of lien.
Amount: \$2,499.04.
Claimant: Gem Irrigation District.
Party Named: Lone Hawk Estates.
Recorded: July 11, 2007.
Instrument No.: 261663, of Official Records.
40. Intentionally deleted.

41. A claim of lien.
Amount: \$3,014.50.
Claimant: Gem Irrigation District.
Party Named: Lone Hawk Estates.
Recorded: July 14, 2009.
Instrument No.: 268664, of Official Records.
42. A Mortgage to secure an indebtedness as shown below and any other obligations secured thereby:
Amount: \$163,190.00.
Mortgagor: Lone Hawk Estates, L.L.C., an Idaho limited liability company.
Mortgagee: Zions First National Bank.
Dated: February 28, 2005
Recorded: March 3, 2005.
Instrument No.: 251096, of Official Records.
Affects: Entire Subdivision except Lots 3 and 4.
43. Intentionally deleted.
44. Notwithstanding Paragraph 4 of the covered risks of the policy or policies to be issued, the policy or policies when issued will not insure against loss arising by reason of any lack of a right of access to and from the land.
Affects: Lots 5, 6 and 7.
45. Intentionally deleted.

END OF SCHEDULE B

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.