



TitleOne
a title & escrow co.

TitleOne Corporation
Authorized Agent for:
Title Resources Guaranty Company

SCHEDULE A

1. **Effective Date:** April 13, 2017 at 07:30 AM

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

<p>X ALTA Owners Policy (6/17/06)</p> <p>Proposed Insured: To Be Determined</p> <p>Endorsements: None Requested</p>	<p><i>Standard Coverage</i></p>	<p>Policy Amount:</p> <p>Premium:</p> <p>Charge:</p>	<p>\$0.00</p> <p>\$0.00</p> <p>\$0.00</p>
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3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**
Fee Simple

4. **Title to the estate or interest in said land is at the effective date hereof vested in:**
Skyward JMG LLC, an Idaho limited liability company

5. **The land referred to in this Commitment is described as follows:**
See Attached Schedule C

TitleOne Corporation
By:

Addie Eldredge, Authorized Signatory

SCHEDULE B-I
Requirements

The following are to be complied with:

1. 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.
2. Necessary conveyance to the proposed insured.
3. TitleOne Corporation reserves the right to add additional requirements and/or exceptions upon receipt of the details of the forthcoming transaction.
4. The Company will require a copy of the Operating Agreement and other related documents for Skyward JMG, LLC, showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said limited liability company.
5. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.
6. NOTE: According to the available records, the purported address of said land is:

4539 N Adams St, Garden City, ID 83714

7. NOTE: The only deed(s) affecting said land, which recorded within 24 months of the date of this report, or the last recorded vesting deed, is (are) as follows:

Document: Warranty Deed

Grantor: Ray G. Bolinger and Tara Bolinger, husband and wife, who acquired title as Ray G. Bolinger, a married man

Grantee: Skyward Properties, LLC, an Idaho limited liability company

Recorded: May 13, 2016

Instrument No.: 2016-041065

Document: Warranty Deed

Grantor: Skyward Properties, LLC, an Idaho limited liability company

Grantee: Skyward JMG LLC, an Idaho limited liability company

Recorded: June 24, 2016

Instrument No.: 2016-055503

SCHEDULE B-II
Exceptions From Coverage

Note: The Policy (or Policies) 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. If the Company's requirements are satisfied, Exceptions 1 through 6 will be removed on Enhanced/Extended coverage policies.

Exceptions:

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, and that is not 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 2017 which are a lien not yet due and payable.
8. Taxes, including any assessments collected therewith, for the year 2016 for which the first installment is delinquent and the second installment is due and payable on or before June 20, 2017.
Parcel Number: R2734500168
Original Amount: \$1,005.66 plus penalty and interest.
(Affects Parcel I)
9. Taxes, including any assessments collected therewith, for the year 2016 for which the first installment is delinquent and the second installment is due and payable on or before June 20, 2017.
Parcel Number: R2734500162
Original Amount: \$1,165.40 plus penalty and interest.
(Affects Parcel II)
10. Real property taxes which may be assessed, levied and extended on any "subsequent and/or occupancy roll" with respect to improvements completed during the current tax year and previous tax years, which escaped assessment on the regular assessment roll, which are not yet due and payable.
11. 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.
12. Liens, levies, and assessments of the Fairview Acres Water Users Association.
13. Liens, levies and assessment of any and all irrigation districts, including but not limited to the Thurman Mill Irrigation District and the rights, powers, and easements of said district as provided by law.
14. Easements, reservations, restrictions, and dedications as shown on the official plat of said subdivision.

15. 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.

16. Terms, covenants, conditions, restrictions, easements, reservations, and obligations, if any, contained in Corporation Warranty Deed.
Recorded: July 1, 1947
Book 308 of Deeds at Page 328

17. Terms, covenants, conditions, restrictions, easements, reservations, and obligations, if any, contained in Corporation Warranty Deed.
Recorded: April 11, 1969
Instrument No.: 713551

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: December 12, 1979
Instrument No.: 8006571

19. Terms, conditions, easements and, obligations, if any, contained in Permanent Slope Easement Agreement by and between Maxine M. Lohr and Ada County Highway District.
Recorded: June 21, 2002
Instrument No: 102070385

20. Insurance to any movable and/or non-fixed mobile homes or manufactured housing units located on the land described herein, which do not constitute permanent improvements to the real property, is hereby excepted.

21. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: \$85,000.00
Trustor/Grantor: Skyward Properties, an Idaho limited liability company
Trustee: TitleOne Corporation
Beneficiary: Charles Darby
Dated: May 13, 2016
Recorded: May 13, 2016
Instrument No.: 2016-041066

22. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: \$85,000.00
Trustor/Grantor: Skyward JMG
Trustee: Undisclosed
Beneficiary: Jeff and Maria Garner
Dated: March 16, 2017
Recorded: March 20, 2017
Instrument No.: 2017-023423

23. Notice of a lien filed in the Office of the Secretary of State.
Type: State tax
Agency: State Tax Commission
Named Party: Skyward Properties LLC
Filing Number: 874426
Filing Date: April 14, 2017

(End of Exceptions)

SCHEDULE C

Legal Description:

Parcel I

The Northwesterly one half of Lot 17 in Block 1 of Fairview Acres Subdivision No. 1, according to the official plat thereof, filed in Book 10 of Plats at Pages 532, records of Ada County, Idaho, as measured along the Southwesterly boundary of Adams Street.

Except:

A parcel of land for public right-of-way coincident with the Southwesterly right-of-way of Adams Street, said parcel being a portion of the Northwest Quarter of the Southwest Quarter of Section 32, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho, said parcel also being a portion of Lot 17, in Block 1 of Fairview Acres Subdivision No.1, according to the official plat thereof, filed in Book 10 of Plats at Page 532, records of Ada County, Idaho, and more particularly described as follows:

Commencing at a found iron monument representing the centerline intersection of Adams Street and East 45th Street; thence along the centerline of Adams Street
North 45°44'00 West, 175.21 feet; thence leaving said centerline
South 44°16'00" West, 25.00 feet, to a point on the Southwesterly right-of-way line of Adams Street, said point also being 25.00 feet right of Adams Street Project Centerline Station 68+89.42 and the Point of Beginning; thence
South 44°16'00" West, 2.00 feet; thence
North 45°44'00" West 150.21 feet; thence
North 44°16'00" East, 2.00 feet to a point on the Southwesterly right-of-way line of Adams Street; thence continuing on said right-of-way line
South 45°44'00" East, 150.21 feet, to the Point of Beginning.

Parcel II

Lot 16, Block 1 of Fairview Acres Subdivision No. 1, according to the official plat thereof, filed in Book 10 of Plats at Page 532, records of Ada County.

Except:

Beginning at the most Easterly corner of said Lot 16, which is the Point of Beginning; thence
South 44°16' West 100.00 feet along the Southeasterly boundary of said Lot 16 to the most Southerly corner of said Lot 16; thence
North 45°44' West 100.00 feet along the Southwesterly boundary of said Lot 16; thence
North 44°16' East, 100.00 feet along a line parallel to and 100 feet Northwesterly of the Southeasterly boundary of said Lot 16 to the Northeasterly boundary of said Lot 16; thence
South 45°44' East, 100.00 feet along the Northeasterly boundary of said Lot 16 to the Point of Beginning.