



COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Title Resources 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 180 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.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Handwritten signature of Joseph Ayup

An authorized signature



Title Resources Guaranty Company

By:
President/CEO

Secretary

Handwritten signature of Michael Hayden



## 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  
1101 W. River Street, Suite 201  
Boise, ID 83702  
(208)424-8511  
www.titleonecorp.com

## **Privacy Policy Notice**

**June 30, 2001**

Dear TitleOne Corporation Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes title insurance agencies. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information. The following statement is the privacy policy of TitleOne Corporation:

What kinds of information we collect. Most of TitleOne Corporation's business is title insurance and escrow services. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. We then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balance, and sometimes bank account numbers to facilitate the transaction. If you are concerned about the information we have collected, please write us.

How we use this information. TitleOne Corporation does not share your information with marketers outside its own family of companies. There is no need to tell us to keep your information to ourselves because we share your information only to provide service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

<b>FACTS</b>	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does TITLE RESOURCES GUARANTY COMPANY share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	Yes	No
<b>For joint marketing with other financial companies</b>	No	No
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call (888) 485-3791	

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</b></li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</b></li> </ul>



TitleOne Corporation  
 Authorized Agent for:  
 Title Resources Guaranty Company

**SCHEDULE A**

**Revision: May 31, 2017  
 Changes Highlighted in Yellow.**

1. **Effective Date: May 23, 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: \$0.00</p> <p>Premium: \$0.00</p> <p>Charge: \$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:  
Citadel Storage, 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:

Joseph Gropp, Authorized Signatory

**SCHEDULE B-I**  
**Requirements**

The following are to be complied with:

1. TitleOne Corporation reserves the right to add additional requirements and/or exceptions upon receipt of the details of the forthcoming transaction.

2. 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: Skyline Boise, L.L.C., an Idaho limited liability company

Grantee: Citadel Storage, LLC, an Idaho limited liability company

Recorded: March 7, 2016

Instrument No.: 2016-018930, records of Ada County, Idaho.

3. NOTE: According to the available records, the purported address of said land is:

2120 S Hudson Avenue

Boise, Idaho 83705

4. NOTE: Additional Underlying Documents.

[To view the MAP\(s\) click here.](#)

[To view the VESTING DEED\(s\) click here.](#)

**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 paid and the second installment is due and payable on or before June 20, 2017.

Parcel Number: R3790000100

Original Amount: \$15,143.42

[NOTE: To view said Taxes click here.](#)

9. The land described herein is located within the boundaries of Boise City (208-384-3735) and is subject to any assessments levied thereby.
10. The land described herein is located within the boundaries of New York Irrigation District (208-378-1023) and is subject to any assessments levied thereby.
11. Right-of-way for Bennett Lateral and the rights of access thereto for maintenance of said lateral.
12. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded November 2, 1925 as Instrument No. 118158 in Book 6 of Patents, at Page 305, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

13. Street dedications as shown on the official plat of Hudson Addition recorded March 5, 1947 as Instrument No. 260504, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

14. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Purpose: Public Utilities

Recorded: August 14, 1973

Instrument No.: 857258, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

15. An easement for the purpose shown below and rights incidental thereto as reserved in a Grant Deed.

Purpose: easements for ingress and egress for vehicles and pedestrians

Recorded: August 17, 2000

Instrument No: 100065577, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

16. A right of way for the purposes set forth herein, with certain terms and provisions contained in Relocation Agreement and Confirmation Deed by and between The United States of America, Boise Project Board of Control and B1,LLC.

Purposes: right-of-way, to have ingress and egress to said property and to lay out, construct, reconstruct, inspect, operate, and maintain a piped canal, together with all necessary appurtenances, supports, fixtures, facilities, and devices, used or useful in the operation of a canal

Recorded: July 28, 2015

Instrument No.: 2015-068371, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

17. Any easements of rights-of-way for public and private utilities, drainage or irrigation which may exist, over, under, across or upon that portion of subject property referenced herein as vacated street or alley, vacated by Resolution Number 2112.

Recorded: August 20, 2015

Instrument No.: 2015-077313, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

18. An easement for the purpose shown below and rights incidental thereto as set forth in Turnaround Easement Agreement.

Granted to: Ada County Highway District

Purpose: non-exclusive easement for a public right-of-way

Recorded: August 20, 2015

Instrument No.: 2015-077315, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

19. An easement for the purpose shown below and rights incidental thereto as set forth in Public Right of Way Easement.

Granted to: Ada County Highway District

Purpose: Public uses and purposes hereinafter described, reserving the right, however, to construct a concrete sidewalk, and where applicable, traffic signal facilities including but not limited to conduit, wiring and equipment

Recorded: August 20, 2015

Instrument No.: 2015-077316, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

20. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey 10259 recorded September 29, 2015 as Instrument No. 2015-090100, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

21. Terms and provisions contained in Notice of Buildable Parcel for Combining Lots/Parcels.

Recorded: October 6, 2015

Instrument No.: 2015-092523, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

22. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Purpose: Public Utilities

Recorded: February 10, 2016

Instrument No.: 2016-011418, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

23. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Purpose: Public Utilities

Recorded: March 10, 2016

Instrument No.: 2016-019762, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

24. An easement for the purpose shown below and rights incidental thereto as set forth in Public Right-of-Way Easement (Sidewalk).

Granted to: Ada County Highway District

Purpose: use by those members of the public who are pedestrians and by bicyclists and the statutory rights of utilities

Recorded: April 20, 2017

Instrument No.: 2017-034645, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

25. An easement for the purpose shown below and rights incidental thereto as set forth in a Permanent Easement.

Granted to: Ada County Highway District

Purpose: placement of a public rights of way, construction, reconstruction, operation, maintenance and placement of a Highway and any other facilities or structures incidental to the preservation or improvement of the Highway and statutory rights of ACHD, utilities and irrigation districts to use the Highway and/or public right of way

Recorded: April 20, 2017

Instrument No.: 2017-034646, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

26. Terms and provisions contained in a Temporary License Agreement by and between Ada County Highway District and Citadel Storage, LLC, an Idaho limited liability company.

Recorded: May 5, 2017

Instrument No.: 2017-040116, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

27. Terms and provisions contained in a Declaration of Restrictive Covenants.

Declarant: Citadel Storage, LLC, an Idaho limited liability company

Recorded: May 31, 2017

Instrument No.: 2017-048593, records of Ada County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

(End of Exceptions)

**SCHEDULE C****Legal Description:**

A parcel of land being all of Lots 3, 4, 5, 6, 7, 8, 9, 10 and 11, and all of Lots 20, 21 and 22, of Hudson Subdivision, as shown on file in Book 11 of Plats at Page 624, Ada County Records, and a portion of vacated Hudson Road, located in the Southwest quarter of the Northeast quarter of Section 22, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho, more particularly described as follows:

Commencing at a found brass cap marking the East quarter corner of Section 22; thence South 89°51'39" West, coincident with the South line of the Northeast quarter of Section 22, a distance of 1953.30 feet to the extension of the East right of way of S. Hudson Avenue; thence North 20°51'54" West, coincident with said East right of way of S. Hudson Avenue extended, 41.88 feet to the Point of Beginning; thence South 69°08'06" West, 3.50 feet; thence North 20°51'54" West, coincident with said East right of way of S. Hudson Avenue, 490.77 feet; thence South 69°08'06" West 31.50 feet; thence South 89°51'06" West 331.48 feet to a point on the West boundary of Hudson Subdivision; thence North 20°51'00" West, coincident with said West boundary of Hudson Subdivision, 418.48 feet; thence North 0°06'08" West, coincident with said West boundary of Hudson Subdivision, 14.21 feet; thence North 89°51'06" East, 663.56 feet to the West right of way of S. Federal Way; thence South 7°12'08" East, coincident with said West right of way of S. Federal Way, 201.25 feet to the beginning of a non-tangent curve; thence 664.94 feet along the arc of said curve to the left, with a central angle of 21°51'28", a radius of 1743.00 feet, subtended by a chord bearing South 18°07'52" East 660.91 feet; thence South 38°45'21" West, 48.89 feet to the North right of way of W. Targee Street; thence South 89°51'06" West, coincident with said North right of way of W. Targee Street, 155.52 feet to the beginning of a non-tangent curve; thence 26.31 feet along the arc of said curve to the right, with a central angle of 69°17'00", a radius of 21.76 feet, subtended by a chord bearing North 55°30'24" West, 24.74 feet to the Point of Beginning.