



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 * 17298198

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
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.



Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.



TitleOne
a title & escrow co.

TitleOne Corporation
Authorized Agent for:
Westcor Land Title Insurance Company

SCHEDULE A

1. **Effective Date:** August 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:</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:**
Mountain Holding Inc., a Wyoming corporation

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. 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. The Company will require the following documents in order to insure a conveyance by the corporation named below:
Corporation: Mountain Holding Inc., a Wyoming 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.

3. A Warranty Deed from Mountain Holding Inc., a Wyoming corporation to To Be Determined.

4. NOTE: IF the Company is requested to issue an Extended ALTA coverage policy for this transaction, the following additional requirements will apply:

a.) Parties in possession exception of this commitment may be deleted upon receipt of an owner's affidavit executed by the owner of the subject property, identifying the subject property and stating that no one is in possession of the land other than the owner and the tenants of the owner. Any tenancy is to be specifically excepted in the policy.

b.) The Easement and survey exceptions of this commitment may be deleted upon the review and examination by this Company, prior to closing, of a current survey of the land acceptable to the Company, duly certified by a registered land surveyor. The certificate of survey must show, among other things, the exact location of all the improvements located on the land, the situation, width, and length of all the recorded or unrecorded easements, the existence of fences, signs, and building setback areas, and finally, any dimension discrepancy, gap, overlap, or boundary line problem that may affect the property. Any specific item, shown by this review and examination is to be specifically excepted in the policy. The survey should certify TitleOne Corporation and the designated underwriter stated herein (the Company).

c.) The Mechanic's lien exception may be deleted upon the review and examination of satisfactory evidence that no labor or materials have been furnished to the Property for improvements authorized or contracted for by or on behalf of Owner within the last 120 days, nor have any contracts been entered into for such improvements and there are no unpaid bills for labor and materials for improvements made upon said land for which a claim of lien may be filed. If labor or materials have been furnished or work has been contracted, the Company requires a complete list of all sub-contractors and suppliers who have furnished or will furnish labor and/or material to the subject property. Each sub-contractor and supplier is required to execute an acknowledgment of final payment and unconditional waiver of lien.

5. 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: Special Warranty Deed

Grantor: GBCI Other Real Estate, LLC, a Montana limited liability company

Grantee: Mountain Holding Inc., a Wyoming corporation

Recorded: October 11, 2013

Instrument No.: 2013-047282, records of Canyon County, Idaho.

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

12534 Karcher Road
Nampa, Idaho 83651
(As to Parcel I)

16039 Celeste Avenue
Nampa, Idaho 83651
(As to Lot 2, Parcel II)

NNA Celeste Avenue
Nampa, Idaho 83651
(As to Lot 3, Parcel II)

16059 Celeste Avenue
Nampa, Idaho 83651
(As to Lot 4, Parcel II)

16063 Celeste Avenue
Nampa, Idaho 83651
(As to Lot 5, Parcel II)

16067 Celeste Avenue
Nampa, Idaho 83651
(As to Lot 6, Parcel II)

16071 Celeste Avenue
Nampa, Idaho 83651
(As to Lot 7, Parcel II)

16075 Celeste Avenue
Nampa, Idaho 83651
(As to Lot 8, Parcel II)

7. 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.

Taxes for the year 2016 are paid in full.

Parcel Number: R32787000 0

Original Amount: \$40.08

(Affects Parcel I)

Taxes for the year 2016 are paid in full.

Parcel Number: R32787101 0

Original Amount: \$5.06

(Affects Lot 2, Parcel II)

Taxes for the year 2016 are paid in full.

Parcel Number: R32787100A0

Original Amount: \$43.60

(Affects Lot 3, Parcel II)

Taxes for the year 2016 are paid in full.

Parcel Number: R32787102 0

Original Amount: \$5.06

(Affects Lot 4, Parcel II)

Taxes for the year 2016 are paid in full.

Parcel Number: R32787103 0

Original Amount: \$7.92

(Affects Lot 5, Parcel II)

Taxes for the year 2016 are paid in full.
Parcel Number: R32787104 0
Original Amount: \$11.68
(Affects Lot 6, Parcel II)

Taxes for the year 2016 are paid in full.
Parcel Number: R32787105 0
Original Amount: \$5.06
(Affects Lot 7, Parcel II)

Taxes for the year 2016 are paid in full.
Parcel Number: R32787106 0
Original Amount: \$5.06
(Affects Lot 8, Parcel II)

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

8. The land described herein is located within the boundaries of the City of Caldwell (208-455-3020) and is subject to any assessments levied thereby.

9. The land described herein is located within the boundaries of Pioneer Irrigation District (208-459-3617) and is subject to any assessments levied thereby.

10. Liens, levies, and assessments of the Dakota Crossing Homeowners Association, Inc.

11. Right-of-way for Wilson Drain and the rights of access thereto for maintenance of said drain.

12. Right-of-way for Lowline Feeder Canal and the rights of access thereto for maintenance of said canal.

13. Terms and provisions contained in a Development Agreement by and between City of Caldwell, a municipal corporation and IKP, LLC.
Recorded: March 8, 2006
Instrument No.: 200616328
Re-Recorded: July 11, 2012
Instrument No.: 2012029254, records of Canyon County, Idaho.

Acknowledgement and Notice of Completion of Development Agreement Obligations by the City of Caldwell.
Recorded: April 19, 2011
Instrument No.: 2011015711, records of Canyon County, Idaho.

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

14. Terms and provisions contained in an Ordinance No. 2588.
Recorded: April 24, 2006
Instrument No.: 200629972, records of Canyon County, Idaho.

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

15. Terms and provisions contained in a Utility/Storm Water Easement Agreement by and between IKP, LLC, an Idaho limited liability company and Donald and Lorna Patterson, husband and wife.
Recorded: November 30, 2006
Instrument No.: 200695057, records of Canyon County, Idaho.

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

16. Terms and provisions contained in a Memorandum of Understanding Regarding Utility and Storm Water Easement Agreement by and between IKP, LLC, an Idaho limited liability company and Brent and Trudy Carpenter, husband and wife.

Recorded: December 13, 2006

Instrument No.: 2006098581, records of Canyon County, Idaho.

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

17. Terms and provisions contained in a License Agreement for Dakota Crossing Subdivision by and between Pioneer Irrigation District and IKP, LLC, an Idaho limited liability company.

Recorded: June 1, 2007

Instrument No.: 2007038289, records of Canyon County, Idaho;

Assignment, Assumption and Consent of Assignment of License Agreement for Dakota Crossing Subdivision.

Recorded: October 14, 2008

Instrument No.: 2008054957, records of Canyon County, Idaho;

Assignment and Assumption of License Agreement for Dakota Crossing Subdivision.

Recorded: January 12, 2012

Instrument No.: 2012002197, records of Canyon County, Idaho.

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

18. Easements, reservations, restrictions, and dedications as shown on the official plat of Dakota Crossing Subdivision No. 1 recorded June 14, 2007 as Instrument No. 2007041505, records of Canyon County, Idaho.

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

19. Covenants, Conditions, and Restrictions, and Easements but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: July 13, 2007

Instrument No.: 2007048686, records of Canyon County, Idaho;

Amendments, Supplements, Annexations or Modifications of said Covenants, Conditions, and Restrictions.

Recorded: September 10, 2007

Instrument No.: 2007061792, records of Canyon County, Idaho;

Amendments, Supplements, Annexations or Modifications of said Covenants, Conditions, and Restrictions.

Recorded: October 14, 2008

Instrument No.: 2008054957, records of Canyon County, Idaho;

Assignment of Grantor/Class B Member Status and Assumption of Obligations.

Recorded: May 22, 2009

Instrument No.: 2009025590, records of Canyon County, Idaho;

Supplemental Declaration of Deletion of Property from Second Supplement (Creekside at Dakota Crossing) to the Master Declaration of Covenants, Conditions and Restrictions for Dakota Crossing Subdivision.

Recorded: December 12, 2012

Instrument No.: 2012-055773, records of Canyon County, Idaho;

Supplemental Declaration of Deletion of Property from First Supplement (Village at Dakota Crossing) to the Master Declaration of Covenants, Conditions and Restrictions for Dakota Crossing Subdivision.

Recorded: December 12, 2012

Instrument No.: 2012-055775, records of Canyon County, Idaho;

Second Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Dakota Crossing Subdivision.

Recorded: February 8, 2013

Instrument No.: 2013-006159, records of Canyon County, Idaho;

Supplemental Declaration of Deletion of Property from the Master Declaration of Covenants, Conditions and Restrictions for Dakota Crossing Subdivision.

Recorded: February 11, 2013

Instrument No.: 2013-006395, records of Canyon County, Idaho;

Correction Assignment of Grantor/Class B Member Status and Assumption of Obligations.

Recorded: June 6, 2013

Instrument No.: 2013-025492, records of Canyon County, Idaho.

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

20. Terms and provisions contained in Bill No. 12, Ordinance No. 2965.

Recorded: April 22, 2014

Instrument No.: 2014-014447, records of Canyon County, Idaho.

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

(End of Exceptions)

SCHEDULE C

Legal Description:

Parcel I:

The following parcel of land including that portion of the land which is intended to be conveyed, a future metes and bounds description is required prior to closing:

A parcel of land located in the Southwest quarter of Section 12, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho and described as follows:

Basis of Bearing being the East line of said Southwest quarter derived from found monuments and taken as South 00°04'33" East.

Beginning at a point on the North right-of-way of Karcher Road from which a railroad spike marking the Southeast corner of said Southwest quarter bears South 00°04'33" East a distance of 33.01 feet; thence along said North right-of-way and parallel to the South line of said Southwest quarter

South 88°46'38" West a distance of 386.05 feet to a point in the centerline of the Wilson Drain; thence along said centerline the following courses:

North 01°22'59" West a distance of 8.52 feet to a point; thence along the arc of a curve to the left having a radius of 32.47 feet, an arc length of 41.48 feet, a central angle of 73°11'27", and a chord bearing North 37°58'43" West a distance of 38.71 feet to a point; thence leaving said centerline

North 14°21'01" West a distance of 366.63 feet to a point; thence

North 75°38'59" East a distance of 126.31 feet to a point; thence

North 89°55'27" East a distance of 324.94 feet to a point; thence

North 00°04'33" West a distance of 537.00 feet to a point; thence

South 89°55'27" West a distance of 546.55 feet to a point; thence

South 75°38'59" West a distance of 43.95 feet to a point; thence

North 14°21'01" West a distance of 863.04 feet to a point; thence

North 10°25'43" West a distance of 299.07 feet to a point; thence

North 78°17'49" East a distance of 51.90 feet to a point; thence

North 88°51'51" East a distance of 365.92 feet to a point; thence

South 00°04'33" East a distance of 123.31 feet to a point; thence

South 06°07'38" West a distance of 56.33 feet to a point; thence

South 00°04'33" East a distance of 110.00 feet to a point; thence

North 89°55'27" East a distance of 16.00 feet to a point; thence

South 00°04'33" East a distance of 117.51 feet to a point; thence

South 23°12'34" West a distance of 65.77 feet to a point; thence

South 00°04'33" East a distance of 120.43 feet to a point; thence

North 75°05'22" East a distance of 39.20 feet to a point; thence

North 89°55'27" East a distance of 56.98 feet to a point; thence

South 00°04'33" East a distance of 117.66 feet to a point; thence

South 09°44'08" West a distance of 58.68 feet to a point; thence

South 00°04'33" East a distance of 112.86 feet to a point; thence

North 89°55'27" East a distance of 423.21 feet to a point on said East line; thence along said East line

South 00°04'33" East a distance of 1225.79 feet to the Point of Beginning.

Except therefrom those portions lying within the Plats of Dakota Crossing Phases 1 and 2, according to the Plats filed in Book 39 of Plats at Page 48 and Book 40 of Plats at Page 1, respectively, records of Canyon County, Idaho.

Parcel II:

Lots 2, 4, 3C, 5, 6, 7 and 8 in Block 1 of Dakota Crossing Subdivision No. 1, according to the official plat thereof, filed in Book 39 of Plats at Page 48, and as corrected by Affidavit recorded May 21, 2009 as Instrument No. 2009025369, records of Canyon County, Idaho.



TitleOne
a title & escrow co.

TitleOne Corporation

Authorized Agent for:

Westcor Land Title Insurance Company

File Number: 17298198

Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The title commitment has been sent to the parties listed below.

If you have any closing questions, please contact your Escrow team:

Dianna Stork	Michaela Fealko
dstork@titleonecorp.com	mfealko@titleonecorp.com
(208)246-8271	(208) 287-5325

TitleOne Corporation State License: 77039

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

Joseph Gropp	TitleOne Corporation Address:
jpgropp@titleonecorp.com	1101 W. River Street, Suite 201
(208) 947-1538	Boise, ID 83702

Agents / Brokers and Transaction Coordinators

Norm Brown
Mark Bottles Real Estate Services
nbrown@markbottles.com
(208) 866-2450

Neva Bryant
nbryant@markbottles.com