



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: June 1, 2015 **File No.:** 271527
Property: NKA Bare Land, Glens Ferry, ID 83623
Buyer/Borrower: To Be Determined and Agreed to by the Company
Seller: Half Moon LLC, an Idaho limited liability company

In connection with the above referenced transaction, we are providing you with the following contact information. Enclosed please find your Title Commitment.

Listing Agent:

Mark Bottles Real Estate Services
839 S Bridgeway Pl.
Eagle, ID 83616
Phone: (208) 377-5700
brallens@markbottles.com
Attn: Brian Rallens

Selling Agent:

Phone:
Attn:

Lender:

Phone:
Attn:

Buyer/Borrower:

To Be Determined and Agreed to by the Company

Seller:

Half Moon LLC, an Idaho limited liability company
915 E. Winding Creek Drive Ste. 150
Eagle, ID 83616

Commitment for Title Insurance

Subject to conditions and stipulations contained therein
www.alliancetitle.com

With dozens of convenient locations across Idaho and parts of Montana, Washington, and Wyoming, Alliance Title & Escrow Corp. offers a complete range of residential and commercial real estate title, escrow and information services.

Yes, it matters where you close.

Your contacts for this transaction are as follows:

Escrow Officer

Title Officer

Sally Loosli
sally_loosli@alliancetitle.com
(208) 587-8428

Email escrow closing documents to:

Title Fees & Breakdown

Policy Issuing Agent for: First American Title Company File No. 271527

Owner's Policy:

Premium: \$0.00

Additional Coverage:

Credit:

Inspection:

Additional Chain:

First Lender's Policy:

Premium: \$0.00

Credit:

Inspection:

Additional Chain:

Endorsements:

Breakdown of Fees:

Policy Underwriting Fees: \$0.00

Policy Title Agent Fees: \$0.00

Total Title Fees: \$0.00

Recording Fees:

Idaho: \$10 for the first page, \$3 for each additional page

Montana: \$7 .00 per page for a standard/conforming document. Add an additional \$10.00 per document if the document is non-conforming (outside the required margins etc.)

Washington: \$72 for the first page of a Deed and \$73 for the first page of a Deed of Trust with, \$1 for each additional page

Wyoming: \$12 for the first page, \$3 for each additional page

E-File Fees:: An additional \$4.50 per document in Idaho and

An additional \$5.00 per document in Washington, Wyoming & Montana

If you have any questions, please contact Sally Loosli
PO Box 813, 1715 American Legion Blvd., Mountain Home, ID 83647
Phone: (208) 587-8428 Fax: (208) 587-3325



First American Title™

Title Insurance Commitment

ISSUED BY

First American Title Insurance Company

Commitment

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.

The Policy 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 you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

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:

**FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, California
92707**

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SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I – REQUIREMENTS	Insert
SCHEDULE B-II – EXCEPTIONS	Insert

AGREEMENT TO ISSUE POLICY

We agree to issue 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 on Page 2.

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

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

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 attached 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.



First American Title

Title Insurance Commitment

By: **First American Title Insurance Company**

Schedule A

Order No.: 271527

1. Commitment date: April 27, 2015 8:00AM

(a) ALTA Owner's Policy Standard Coverage Extended Coverage
(6-17-06)

Amount: To Be Determined and Agreed to by the Company
Premium: \$0.00

Proposed Insured:

To Be Determined and Agreed to by the Company

(b) ALTA Loan Policy Standard Coverage Extended Coverage
(6-17-06)

Amount: To Be Determined and Agreed to by the Company
Premium: \$0.00

Endorsements:

2. Policy or Policies to be issued:

Proposed Insured:

To Be Determined and Agreed to by the Company

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

Half Moon LLC, an Idaho limited liability company

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

Township 2 South, Range 9 East, Boise Meridian, Elmore County, Idaho

Section 11: NW1/4NW1/4

A handwritten signature in black ink, appearing to read "Alan Jones", with a long horizontal flourish extending to the right.

Authorized Countersignature
(This Schedule A valid only when Schedule B is attached.)

End of Schedule A



First American Title

Title Insurance Commitment

By: **First American Title Insurance Company**

Schedule B

REQUIREMENTS

File No.: 271527

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) The company will require a copy of articles of organization, operating agreements, if any, and a current list of its members and managers for Half Moon LLC, a limited liability company.
- (f) Upon determination of policy liability amount and identity of purchaser, Underwriter approval must be obtained from the Home Office or Regional Office prior to closing. Please contact the title officer in advance of the closing date to discuss the specifics of the proposed transaction, including identity of proposed insureds, endorsement requirements, and exceptions which are to be eliminated.
- (g) The Company reserves the right to make further requirements or add exceptions.
- (h) To delete paragraph 15 of Schedule B, we will require that an access easement agreement to the land be recorded. Said access easement agreement **MUST** be reviewed and approved by the Company prior to recording. The Company reserves the right to add exceptions and/or requirements in relation to the underlying servient parcel of land, once identified.

Note No. 1: 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. 2: According to the available County Assessor's Office records, the purported address of said land is: NKA Bare Land, Glens Ferry, ID 83623

Note No. 3: We find the following activity in the past 12 years regarding transfer of title to subject property:
Warranty Deed
Grantor: Half Moon, LLC, an Idaho limited liability company
Grantee: Half Moon, LLC, an Idaho limited liability company
Recorded: January 29, 2003
Instrument No.: 343056

Note No. 4: Taxes, including any assessments collected therewith, for the year shown below are paid:
Amount: 44.98
Year: 2014
Parcel No.: RP02S09E113040A

A copy of our Privacy Policy is available on our website at www.alliancetitle.com/About/Privacy-Policy or via email, or paper format upon request. Please contact your Title Officer if you would like to request a copy of our Privacy Policy.



First American Title

Title Insurance Commitment

By: **First American Title Insurance Company**

Schedule BII

File No.271527

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

PART ONE:

1. Taxes or 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.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to 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. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

PART TWO:

7. Taxes, including any assessments collected therewith, for the year 2015 which are a lien not yet due and payable.
8. Ditch, road and public utility easements as the same may exist over said premises.
9. 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.
10. A lease with certain terms, covenants, conditions and provisions set forth therein.
Lessor: Juilanne King, Executrix and Guardian of Hollis B. Smith
Lessee: Standard American Company
Recorded: October 18, 1973
Instrument No.: [155725](#)

Said lease has been assigned to New Products Corporation by Assignment recorded November 17, 1975 as Instrument No. [165575](#).

And further assigned to United Energy Corporation by Assignment recorded December 21, 1976 as Instrument No. [171542](#).

11. A Reservation of a one-third interest in the Geo Thermal lease between Half Moon Ranch, Inc., and the Union Oil Company of California as disclosed by deed recorded March 9, 1979 as Instrument No. [186621](#)
12. A memorandum of Geothermal Lease and Agreement with certain terms, covenants, conditions and provisions set forth therein.
Lessor: Half Moon Ranch, Inc
Lessee: Union Oil Company of California
Recorded: July 21, 1979
Instrument No.: [189114](#)
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Purpose: 25' access and utility easement along the west boundary
Recorded: January 22, 2003
Instrument No.: [342733](#)
14. Rights or claims of any person in possession, rights or claims of any person under whom a possessor claims and the rights or claims of any person claiming through such persons.
15. Lack of a right of access to and from said land.
16. Intentionally deleted June 1, 2015

End of Schedule B