



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: June 22, 2015 **File No.:** 271320
Property: NKA Bare Land and Residence, King Hill, ID 83633
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
911 E. Winding Creek Drive Ste. 150
Eagle, ID 83616

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.

Commitment for Title Insurance

Subject to conditions and stipulations contained therein

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:

In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer “Yes” to any of the following:

- ❖ **Will you be using a Power of Attorney?**
- ❖ **Are any of the parties in title incapacitated or deceased?**
- ❖ **Has a change in marital status occurred for any of the principals?**
- ❖ **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**
- ❖ **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver’s license or other valid government issued photo I.D.



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**

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY	1
CONDITIONS	2
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.: 271320

1. Commitment date: April 23, 2015 4:46PM

(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:

See attached: EXHIBIT A

EXHIBIT A

Lot 3, Section 4, Township 6 South, Range 11 East, Boise Meridian, Elmore County, Idaho

EXCEPT: Commencing at the Southwest corner of Lot 3, Section 4 and running thence, Easterly along the South line of said Lot 3, a distance of 1320 feet, more or less, to POINT OF BEGINNING; thence Northerly and parallel to the West line of said Section 4, a distance of 1320 feet, more or less, to the North line of Lot 3; thence Easterly along the North line of Lot 3 to the Snake River; thence Southerly along the Snake River to the South line of said Lot 3; thence Westerly along the South line of Lot 3 to the POINT OF BEGINNING.

ALSO:

Lot 2 and 5 of Section 33, Township 5 South, Range 11 East, Boise Meridian, Elmore County, Idaho

EXCEPT: Those portions deeded to the State of Idaho for highway purposes.

ALSO:

Lot 6, Section 33, Township 5 South, Range 11 East, Boise Meridian, Elmore County, Idaho

EXCEPT: Commencing at the Southwest corner of Lot 6, Section 33 and running thence, Easterly along the South line of said Lot 6, a distance of 1320 feet, more or less, to the POINT OF BEGINNING; thence Northerly and parallel to the West line of said Section 33, a distance of 1320 feet, more or less, to the North line of Lot 6; thence Easterly along the North line of Lot 6 to the Snake River to the South line of said Lot 6; thence Westerly along the South line of said Lot 6 to the POINT OF BEGINNING.



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.: 271320

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) Delivery to and approval by the Company of documentation authorizing transaction and setting forth parties authorized to execute documents on behalf of Half Moon LLC.
- (g) 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.
- (h) The Company reserves the right to make further requirements or add exceptions.
- (i) Note No. 1: Taxes, including any assessments collected therewith, for the year shown below are paid:
Year: 2014
[Section 33.](#)
- (j) Note No. 2: Taxes, including any assessments collected therewith, for the year shown below are paid:
Year: 2014
[Section 4.](#)
- (k) Note No. 3: 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. 4: According to the available County Assessor's Office records, the purported address of said land is:
[NKA Bare Land and Residence, King Hill, ID 83633](#)

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 \$0.00 Underwriter \$0.00

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

Agent \$0.00 Underwriter \$0.00

As to any Endorsements proposed in Schedule A:

Agent Underwriter

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.271320

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. 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.
9. Reservations and exceptions contained in a document.
Recorded: November 21, 1911.
Instrument No.: [7720](#)
Official Records: Elmore County.
10. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: King Hill Irrigation District
Purpose: Irrigation Easement
Recorded: January 20, 1967
Instrument No.: [1316851](#)
11. Agreement and the terms and conditions contained therein
Between: Roy L. Burch, a single man
And: Half Moon, LLC, an Idaho Limited Liability Company
Purpose: Pipeline Easement Agreement
Recorded: June 24, 2008
Instrument No.: [399046](#)
12. An attachment issued by the court as set out below
Plaintiff: Circle Four Ranch, Inc., an Idaho Corporation

Defendant: Donald R. Barnhill and Arlene J. Barnhill, husband and wife

Court: Fourth Judicial District in and for the County of Elmore

Case No.: 8609

Recorded: June 14, 1984

Instrument No.: [222785](#)

13. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Purpose: 25 foot wide access and utility easement along the westerly boundary
Recorded: January 22, 2003
Instrument No.: [342663](#)
14. Rights of the State of Idaho in and to that portion of said premises, if any, lying in the bed or former bed of the Snake River, if it is navigable.
15. Any question of location, boundary or area related to the Snake River, including, but not limited to, any past or future changes in it.
16. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.
17. The right of use, control, or regulation by the United States of America in exercise of power over navigation.
18. Any difference in the mean high water line of the Snake River and the meander line as shown by government survey.
19. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of the Land covered by water.
20. Rights of the public in and to that portion of the premises lying within County Road.
21. Levies and assessments of the King Hill Irrigation District, and the rights, powers and easements of said district as by law provided.

End of Schedule B