



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 Ayres

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/>.

## Privacy Policy Notice

Rev. 10-23-2017

<b>FACTS</b>	WHAT DOES TITLEONE CORPORATION 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 TitleOne Corporation chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does TitleOne Corporation 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>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<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>	Go to <a href="https://www.titleonecorp.com/">https://www.titleonecorp.com/</a>	



<b>Who we are</b>	
<b>Who is providing this notice?</b>	TitleOne Corporation
<b>What we do</b>	
<b>How does TitleOne Corporation protect my personal information?</b>	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.
<b>How does TitleOne Corporation collect my personal information?</b>	<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> </ul> <p>Give us your contact information</p> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<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>
<b>Definitions</b>	
<b>Affiliates</b>	<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 Realogy 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>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>TitleOne Corporation does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<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>• <i>TitleOne Corporation does not share with nonaffiliated financial companies for joint marketing purposes.</i></li> </ul>

<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.	
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<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>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<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>	<a href="http://www.titleresources.com">www.titleresources.com</a>	

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>
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TitleOne Corporation  
 Authorized Agent for:  
 Title Resources Guaranty Company

**SCHEDULE A**

Revision: March 22, 2018  
 Changes Highlighted in Yellow.

1. **Effective Date: March 14, 2018 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:  
FW Property, 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. 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. A Warranty Deed from FW Property, LLC, an Idaho limited liability company to To Be Determined.
3. The Company will require a copy of the Articles of Organization, Operating Agreement, and other related documents for FW Property, LLC, an Idaho limited liability company 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.
4. 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: Deed

Grantor: Idaho Auto Auction, Inc., an Idaho corporation, and Steve Marlow and Diana C. Marlow, husband and wife

Grantee: FW Property, LLC, an Idaho limited liability company

Recorded: May 2, 2000

Instrument No.: 100033443, records of Ada County, Idaho.

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

7475 S Federal Way,  
Boise, Idaho 83716

6. 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 2018 which are a lien not yet due and payable.
8. Taxes, including any assessments collected therewith, for the year 2017 for which the first installment is paid and the second installment is due and payable on or before June 20, 2018.  
Parcel Number: R4330110030  
Original Amount: \$4,839.04

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

9. Taxes, including any assessments collected therewith, for the year 2017 for which the first installment is paid and the second installment is due and payable on or before June 20, 2018.  
Parcel Number: R4330110040  
Original Amount: \$314.82

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

10. The land described herein is located within the boundaries of Boise City (208-384-3735) and is subject to any assessments levied thereby.
11. Terms, covenants, conditions, restrictions, easements, and obligations, if any, contained in Mineral Deed.  
Recorded: March 31, 1952  
Instrument No.: 329755  
Deed Book 368 at Page 163, records of Ada County, Idaho.

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

12. Reservations as contained in Warranty Deed  
Recorded: July 25, 1957  
Instrument No.: 413766  
Deed Book 430 at Page 253, records of Ada County, Idaho.

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

13. Negative easements, conditions, restrictions, and access rights contained in the Deed to the State of Idaho.  
Recorded: May 12, 1967  
Instrument No.: 664092  
Deed Book 543 at Page 569, records of Ada County, Idaho.

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

14. Negative easements, conditions, restrictions, and access rights contained in the Deed to the State of Idaho.  
Recorded: May 12, 1967  
Instrument No.: 664093  
Deed Book 543 at Page 570, records of Ada County, Idaho.

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

15. Negative easements, conditions, restrictions, and access rights contained in the Deed to the State of Idaho.  
Recorded: September 8, 1967  
Instrument No.: 673321, records of Ada County, Idaho.

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

16. 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: November 21, 1975  
Instrument No.: 7536379, records of Ada County, Idaho.

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

17. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: US West Communications, Inc.  
Purpose: Public Utilities  
Recorded: October 14, 1992  
Instrument No.: 9269954, 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 Grant of Avigation Easements.  
Granted to: Boise City, a municipal corporation  
Purpose: Avigation Easements  
Recorded: April 26, 2001  
Instrument No.: 101038770, records of Ada 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: August 15, 2001  
Instrument No.: 101083538, records of Ada County, Idaho.

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

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

Granted to: Ada County Highway District

Purpose: Sidewalks

Recorded: October 4, 2001

Instrument No.: 101102756, records of Ada County, Idaho.

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

21. Easements, reservations, restrictions, and dedications as shown on the official plat of Isaacs Canyon Subdivision, filed in Book 83 of Plats at Pages 9097 and 9098, records of Ada County, Idaho.

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

22. Rights of tenants in possession, as tenants only, under prior unrecorded leases.

23. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey No. 11273 recorded March 6, 2018 as Instrument No. 2018-020214, records of Ada County, Idaho.

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

24. Taxes, including any assessments collected therewith, for the year 2017 for which the first installment is paid and the second installment is due and payable on or before June 20, 2018.

Parcel Number: R4330110010

Original Amount: \$290.88

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

25. Taxes, including any assessments collected therewith, for the year 2017 for which the first installment is paid and the second installment is due and payable on or before June 20, 2018.

Parcel Number: R4330110020

Original Amount: \$4,161.44

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

26. Taxes, including any assessments collected therewith, for the year 2017 for which the first installment is paid and the second installment is due and payable on or before June 20, 2018.

Parcel Number: R4330110050

Original Amount: \$11,833.88

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

27. Taxes, including any assessments collected therewith, for the year 2017 for which the first installment is paid and the second installment is due and payable on or before June 20, 2018.

Parcel Number: R4330110060

Original Amount: \$1,049.94

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

(End of Exceptions)

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

A parcel of land being a portion of Lots 1 and 2 in Block 1 of Isaacs Canyon Subdivision, filed in Book 83 of Plats at Page 9097, Ada County Records, located in the Southeast quarter of Section 1, Township 2 North, Range 2 East, and the Southwest quarter of Section 6, Township 2 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho more particularly described as follows:

Commencing at an aluminum cap marking the West quarter corner of said Section 6; thence South 0°59'18" West, coincident with the West line of said Southwest quarter of Section 6, a distance of 2511.00 feet to the Southeast corner of said Section 1; thence North 89°55'57" West, coincident with South line of said Southeast quarter of Section 1, a distance of 14.59 feet to the Easterly right of way of Interstate Hwy 84; thence North 17°49'52" West, coincident with said Easterly right of way of Interstate Hwy 84, a distance of 911.91 feet to a 5/8 inch rebar PLS 4998, and the beginning of a tangent curve; thence 0.91 feet along the arc of said curve to the left, coincident with said Easterly right of way of Interstate Hwy 84, with a central angle of 0°00'16", a radius of 11609.16 feet, subtended by a chord bearing North 17°55'22" West, 0.91 feet to a 1/2 inch rebar PLS 14221 and the Point of Beginning; thence continuing along said curve, 148.10 feet along the arc of said curve to the left, coincident with said Easterly right of way of Interstate Hwy 84, with a central angle of 0°43'51", a radius of 11609.16 feet, subtended by a chord bearing North 18°17'25" West, 148.10 feet to a 5/8 inch rebar PLS 4998 marking the Northwest corner of said Lot 1 in Block 1 of Isaacs Canyon Subdivision; thence leaving said Easterly right of way of Interstate Hwy 84 South 89°10'41" East, coincident with the North line of said Lot 1 in Block 1 of Isaacs Canyon Subdivision, 527.17 feet to a 5/8 inch rebar no cap; thence South 17°51'14" East, coincident with the East line of said Lot 1 in Block 1, and the East line of said Lot 2 in Block 1 of Isaacs Canyon Subdivision, 142.52 feet to a 1/2 inch rebar PLS 14221; thence North 89°44'13" West, 284.48 feet to a 1/2 inch rebar PLS 14221; thence North 10°17'16" East, 1.54 feet to a 1/2 inch rebar PLS 14221; thence South 89°56'54" West, 240.13 feet to the Point of Beginning.