

TitleOne Corporation
Authorized Agent for:
Title Resources Guaranty Company

SCHEDULE A

1. Effective Date: March 1, 2018 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06) Standard Coverage Policy Amount: \$0.00
Proposed Insured: Premium: \$0.00

To Be Determined

Endorsements: None Requested **Charge:** \$0.00

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: Stephen J. Grace and Marilyn Grace, husband and wife
- 5. The land referred to in this Commitment is described as follows: See Attached Schedule C

TitleOne Corporation

By:

Michael L. Thompson, 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. Necessary conveyance to the proposed insured.
- 3. TitleOne Corporation reserves the right to add additional requirements and/or exceptions upon receipt of the details of the forthcoming transaction.
- 4. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.
- 5. NOTE: According to the available records, the purported address of said land is:

8440 W Victory Rd, Boise, ID 83709

6. 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: Trustees Deed

Grantor: First Security Bank, N.A. as Trustee of the Jessie V. Acorda Trust Agreement, under agreement dated 3 April, 1995

Grantee: Stephen J. Grace and Marilyn Grace, husband and wife

Recorded: August 3, 1998 Instrument No.: 98074599

Document: Warranty Deed

Grantor: Stephen J. Grace and Marilyn Grace, husband and wife

Grantee: Ada County Highway District

Recorded: December 19, 2007 Instrument No.: 107167016

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.

Taxes for the year 2017 are paid in full.

Parcel Number: S1124346621 Original Amount: \$2,873.34

- 8. The land described herein is located within the boundaries of Boise City (208-384-3735) and is subject to any assessments levied thereby.
- 9. Liens, levies, and assessments of any and all irrigation districts, including but not limited to New York Irrigation District (208-378-1023) and is subject to any assessments levied thereby.
- 10. Ditch, road, and public utility easements as the same may exist over said premises.
- 11. 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.
- 12. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded September 26, 1904 in Book 3 of Patents, at Page 285.
- 13. Title to that portion of the property lying within the bounds of Victory Road.
- 14. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey No. 4337 recorded July 23, 1998 as Instrument No. 98070727.

15. Terms, conditions, easements and, obligations, if any, contained in Resolution No. 15384 approving a Sewer Extension Agreement by and between the City of Boise and Independent School District of Boise City.

Recorded: April 16, 1999 Instrument No: 99037020.

16. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$86,500.00

Trustor/Grantor: Stephen J. Grace and Marilyn Grace, husband and wife

Trustee: The Public Trust of Ada

Beneficiary: Mann Financial Inc. DBA Northwest Wholesale Mortgage

Dated: July 31, 1998 Recorded: August 3, 1998 Instrument No.: 98074600

The beneficial interest under said Deed of Trust was assigned of record to Source One Mortgage Services Corporation, by an assignment recorded March 8, 1999, as Instrument No. 99022532.

The beneficial interest under said Deed of Trust was assigned of record to Source One Mortgage Services Corporation, by an assignment recorded March 25, 1999, as Instrument No. 9902884.

(End of Exceptions)

SCHEDULE C

Legal Description:

Commencing at a found aluminum cap marking the section corner common to Sections 23, 24, 25 and 26, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho; thence

South 89°35'54" East, 2001.9 feet along the South boundary of said Section 24 to a found 5/8 inch iron pin marking the Southeast corner of the West half of the said Southeast quarter of the Southwest quarter of Section 24; thence continuing

South 89°35'54" East, 5.00 feet to a point; thence

North 0°28'09" East, 27.08 feet (formerly 27.07 feet) to a set 5/8 inch iron pin marking a point on the Northerly right of way of W. Victory Road, said pin also marking the Real Point of Beginning; thence

North 89°46'13" West, 140.00 feet along the said Northerly right of way of W. Victory Road to a set 5/8 inch iron pin; thence

North 0°28'09" East, 797.00 feet to a set 5/8 inch iron pin; thence

South 89°46'13" East, 135.00 feet to a set 5/8 inch iron pin; thence

South 0°28'09" West, 474.06 feet along the Easterly boundary of the said West half of the Southeast quarter of the Southwest quarter of Section 24 to a found 1/2 inch iron pin: thence

South 89°31'51" East, 5.00 feet to a set 5/8 inch iron pin; thence

South 0°28'09" West, 322.92 feet to the Point of Beginning.

Excepting therefrom that portion deeded to the Ada County Highway District by Warranty Deed recorded December 19, 2007, as Instrument No. 10716701, being more particularly described as follows:

An ACHD right of way dedication being situated in a portion of the South half of the Southeast quarter of the Southwest quarter of Section 24. Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a brass cap monumenting the Southwest corner of said Section 24; thence following the Southerly line of said section North 89°59'51" East a distance of 1972.89 feet to a point which bears South 89°49'32" West a distance of 695.33 feet to a brass cap monumenting the South quarter corner of said section; thence leaving said Southerly line

North 00°00'09" West a distance of 26.97 feet to a point on the Northerly right of way line of W. Victory Road and the Point of Beginning; thence

North 00°10'28" West a distance of 4.00 feet to a point; thence

North 89°49'32" East a distance of 15.00 feet to a point; thence

South 00°10'28" East a distance of 4.00 feet to a point on the Northerly right of way line of W. Victory Road; thence following said Northerly right of way line

South 89°49'32" West a distance of 15.00 feet to the Point of Beginning.



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.

An authorized signature

Title Resources Guaranty Company

President/CEO

Milliam Maydem

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/>.





1101 W. River Street, Suite 201 Boise, ID 83702 Ph. (208)424-8511 Fx. (208)424-0049 www.titleonecorp.com

Privacy Policy Notice

Rev. 10-23-2017

FACTS	WHAT DOES TITLEONE CORFINFORMATION?	PORATION DO WI	TH YOUR PERSONAL	
Why?	consumers the right to limit some you how we collect, share, and pro	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.		
What?	The types of personal information you have with us. This information		re depend on the product or service	
	Social Security number a	nd account balances	S	
	Payment history and credit c.			
	Checking account information		instructions	
	When you are <i>no longer</i> our customin this notice.	mer, we continue to	share your information as described	
How?	everyday business. In the section their customers' personal information	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.		
Reasons we can sha	re your personal information	Does TitleOne Corporation share?	Can you limit this sharing?	
For our everyday b	ousiness purposes – such as to			
respond to court or report to credit but	actions, maintain your account(s),			
For our marketing	ders and legal investigations, or	Yes	No	
	ders and legal investigations, or	Yes No	No We don't share	
services to you	ders and legal investigations, or reaus			
For our affiliates' 6	rders and legal investigations, or reaus purposes- to offer our products and g with other financial companies everyday business purposes-	No	We don't share	
For our affiliates' conformation about For our affiliates' conformation about	ders and legal investigations, or reaus purposes- to offer our products and g with other financial companies everyday business purposes- your transactions and experiences everyday business purposes-	No No	We don't share We don't share	
For our affiliates' conformation about For our affiliates' conformation about	ders and legal investigations, or reaus purposes- to offer our products and g with other financial companies everyday business purposes- your transactions and experiences everyday business purposes- your creditworthiness	No No Yes	We don't share We don't share No	
For our affiliates' of information about For our affiliates' of information about affiliates' of information about	ders and legal investigations, or reaus purposes- to offer our products and g with other financial companies everyday business purposes- your transactions and experiences everyday business purposes- your creditworthiness market to you	No No Yes No	We don't share We don't share No We don't share	

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Who we are	
Who is providing this notice?	TitleOne Corporation
What we do	
How does TitleOne Corporation 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 TitleOne Corporation collect my personal information?	 We collect your personal information, for example, when you Apply for insurance or pay insurance premiums Provide your mortgage information or show your driver's license Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	 Federal law gives you the right to limit only Sharing for affiliates' everyday business purposes – information about your creditworthiness Affiliates from using your information to market to you Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	, to the same same same same same same same sam
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • 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.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • TitleOne Corporation does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or service to you. • TitleOne Corporation does not share with nonaffiliated financial companies for joint marketing purposes.



FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?		
Why?	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.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.		
How?	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.		
Reasons we car information	n share your personal	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
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		Yes	No
For our marketing purposes- to offer our products		No	We don't share
and services to you For joint marketing with other financial companies		No	We don't share
For our affiliates' everyday business purposes-		Yes	No
information about your transactions and experiences For our affiliates' everyday business purposes-		No	We don't share
information about your creditworthiness For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions? ww	w.titleresources.com		

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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?	 We collect your personal information, for example, when you Apply for insurance or pay insurance premiums Provide your mortgage information or show your driver's license Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes –information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • 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.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or service to you. • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.