



**Transaction Identification Data, for which the Company assumes no liability as set forth in  
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company

Issuing Office: 2150 S Bonito Way, Ste 100 ,  
Meridian, ID 83642

Issuing Office's ALTA® Registry ID: 1144623

Commitment No.: 4106-4053876

Property Address: TBD Mission St., McCall, ID

Parcel Number: RPM00000163195 (includes additional land)

Revision No.:

**Inquiries Should Be Directed To:**

Escrow Officer: Tami DeJournett-Albert,  
tdalbert@firstam.com, (208)501-7223

Title Officer: May Lin Carlsen, mcarlsen@firstam.com,  
(208)321-5114

Issuing Office File No.: 4106-4053876

**SCHEDULE A**

1. Commitment Date: April 05, 2023 at 7:30 AM
2. Policy to be issued:
  - a. ALTA® Standard Owner's Policy  
Proposed Insured: TBD  
Proposed Amount of Insurance: \$0.00 Premium Amount: \$TBD  
The estate or interest to be insured: See Item 3 below  
(Premium amount reflects \$No Available credit)
  - b. ALTA® Extended Loan Policy  
Proposed Insured: TBD  
Proposed Amount of Insurance: \$0.00 Premium Amount: \$TBD  
The estate or interest to be insured: See Item 3 below  
(Premium amount reflects \$No Available credit)
  - c. Endorsements: 9, 22, 8.1 Premium Amount: \$TBD
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. **The Title is, at the Commitment Date, vested in:**  
  
McCall/Donnelly School Dist. No. 421
5. The Land is described as follows:  
  
See Exhibit A attached hereto and made a part hereof

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**First American Title Insurance Company**

May Lin Carlsen, Title Officer

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### **SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Provide Title Company with a timely corporate resolution from McCall/Donnelly School Dist. No. 421 authorizing the sale and signature(s) thereto.

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### **SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments that 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 that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances that 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, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
8. General and Special Taxes for the year 2023, an accruing lien not due or payable until the fourth Monday in November 2023 when the bills are issued, the first half of which is not delinquent until after December 20, 2023.
9. General taxes which may be assessed and extended on any "subsequent" or "occupancy" tax roll, which may escape assessment of the regular tax roll; which are a lien not yet due or payable.

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10. Rights of way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States as granted to the United States under provisions of Section 58-604, Idaho Code.
11. Exceptions and reservations contained in deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)
12. Except mineral or water rights, claims or title to mineral or water.
13. All matters disclosed by a record of survey recorded February 21, 2002 under recording no. [260531](#).
14. McCall Municipal Airport Surface and Overhead Avigation Easement and Right-of-Way Agreement and the terms and conditions thereof:  
Between: City of McCall  
And: McCall Donnelly School District No. 421  
Recording Information: [455076](#)
15. All matters disclosed by a record of survey recorded March 27, 2023 under recording no. [456134](#).
16. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
17. Any off-record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.

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**INFORMATIONAL NOTES**

- A. This is an accommodation and not part of this commitment, no liability is assumed by noting the following: The parties disclosed in Schedule A, Section 3 were derived from Warranty Deed, recorded October 28, 2002, as Instrument No. [266238](#), Records of Valley County, Idaho. Additional Conveyances involving the parties disclosed in Schedule A, Section 3 which have recorded within the last 24 months: None
  
- B. General taxes for the year 2022, which have been paid.
 

Tax Account No.:	RPM00000163195 (includes additional land)
Code Area:	003-0004
Amount:	\$ exempt
Assessed Land Value:	\$
Assessed Improvement Value:	\$
  
- C. A cancellation fee may be charged on any order canceled after the date of the Commitment.

NOTE: Recording fees: \$10.00 for the first page and \$3.00 per page for every page thereafter.

- (i) Deeds, grants and conveyances of real property .....\$15.00
- (ii) Trust deeds or mortgages of real property, including fixture filings, security agreements and assignments of leases and rents if contained within the same instrument for recording .....\$45.00
- (iii) Reconveyances of trust deeds, including a substitution of trustee if contained within the same instrument for recording, and releases of mortgages .....\$15.00
- (iv) Powers of attorney .....\$25.00  
Additional \$2.25 per document electronic recording fee.

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**EXHIBIT A**

The Land referred to herein below is situated in the County of Valley, State of Idaho, and is described as follows:

A parcel of land situate in a portion of the Northwest Quarter of the Northwest Quarter of Section 16, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 16 (from which the West Quarter Corner of said Section 16 bears South 00°43'56" West, 2643.18 feet distant); Thence on the west section line of said Section 16, South 00°43'56" West, 572.63 feet; Thence leaving said west section line, South 89°20'40" East, 30.53 feet, to a point on the northerly boundary line of Wildwoods Condominiums as shown on the official plat thereof on file in Book 5, on Page 4 of Plats, in the Office of the Recorder of Valley County, Idaho; Thence on said northerly boundary line, South 89°20'40" East, 222.07 feet, to the POINT OF BEGINNING:

Thence leaving said northerly boundary line, South 89°24'33" East, 303.02 feet to a point on a 50-foot Offset Spiral Curve, on the westerly right of way line of the abandoned Oregon Shortline Railroad; Thence on said westerly right of way line the following 2 courses of offset spiral curve to the left, South 00°59'29" East, 23.49 feet;  
Thence South 01°04'57" East, 23.49 feet;  
Thence South 01°05'51" East, 601.85 feet, to the northeasterly corner of the platted McCall Cemetery, as shown on that particular Record of Survey on record as Instrument No. 260532, in Book 7, on Page 89 of Records of Survey, in the Office of the Recorder of Valley County;  
Thence leaving said westerly right of way line, North 89°29'30" West, 553.00 feet, on the north line of said McCall Cemetery to a point on the easterly right of way line of North Mission Street;  
Thence on said easterly right of way line, North 06°25'23" West, 44.92 feet;  
Thence North 01°56'50" East, 117.54 feet, to a point on the boundary line of said Wildwoods Condominiums;  
Thence leaving said westerly right of way, on said boundary line the following 7 courses, South 88°03'10" East, 143.60 feet;  
Thence North 01°56'50" East, 30.00 feet;  
Thence South 88°03'10" East, 160.00 feet;  
Thence North 25°37'47" East, 124.48 feet;  
Thence North 01°56'50" East, 156.00 feet;  
Thence North 65°09'40" West, 145.39 feet;  
Thence North 02°56'20" East, 136.12 feet, to the POINT OF BEGINNING.

APN: RPM00000163195 (includes additional land)

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**ALTA COMMITMENT FOR TITLE INSURANCE  
issued by  
FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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## **COMMITMENT CONDITIONS**

### **1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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- 3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; and
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4.** COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5.** LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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