



**First American Title™**

Form 5030000 (1-31-17)

**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 Policy Amount 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**

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**Issued through the office of:  
First American Title Company  
414 Church Street, Suite 200  
Sandpoint, ID 83864  
(208)263-6833**

**If this jacket was created electronically, it constitutes an original document.**

This page is only a part of a 2016 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; 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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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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.

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;
- (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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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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ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent and Office: First American Title Company, 414 Church Street, Suite 200, P.O. Box 802, Sandpoint, ID 83864 (208)263-6833

Issuing Office's ALTA ® Registry ID: 0000879

Loan ID No.:

Issuing Office Commitment/File No.: 1038277-S

Property Address: Lot 330 Blk 1 Pinto Point Road, Coolin, ID 83821

Revision No.: 1

SCHEDULE A

1. Commitment Date: June 9, 2022 at 7:30 A.M.

2. Policy (or Policies) to be issued: Premium Amount reflects applicable rate

(a) [ ] 2006 ALTA ® Standard Owner's Policy
Proposed Insured: To Be Determined
Proposed Policy Amount: \$0.00 Premium Amount \$
Endorsements: \$

(b) [ ] 2006 ALTA ® Loan Policy
Proposed Insured:
Proposed Policy Amount: \$0.00 Premium Amount \$
Endorsements: 9-06, 22-06, 8.1-06 \$

(c) [ ] ALTA ® Policy
Proposed Insured:
Proposed Policy Amount: \$ Premium Amount \$
Endorsements: \$

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. The Title is, at the Commitment Date, vested in:
State Of Idaho

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5. The Land is described as follows:

**LOT 330, BLOCK 1 AND AN UNDIVIDED 1/53RD INTEREST IN LOT 1, BLOCK 2 OF STATE SUBDIVISION-PINTO POINT, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 10 OF PLATS, PAGE 152, RECORDS OF BONNER COUNTY, IDAHO AND AFFIDAVIT OF CORRECTION RECORDED OCTOBER 2, 2014 AS INSTRUMENT NO. 864955.**



By:

Authorized Countersignature

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

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## ALTA Commitment for Title Insurance

Issued By

### **First American Title Insurance Company**

#### **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. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. We require copies of all unrecorded leases together with all supplements, assignments and amendments.
7. For each Policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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## ALTA Commitment for Title Insurance

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### First American Title Insurance Company

#### SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 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, interests, 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, 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.
7. Any right, title, or interest of the Public, County, or Highway District to roads or highways on the premises whether or not shown by the public records.
8. 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.

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9. 2022 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2021 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2021	\$Exempt	\$Exempt	RP059610013300A

Homeowners Exemption is not in effect for 2021.

Circuit breaker is not in effect for 2021.

Agricultural Exemption is not in effect for 2021.

10. Levies and assessments of Pinto Point Owner's Association, Inc., an Idaho non-profit corporation. No delinquencies appear of record. Contact agency for current status.
11. Levies and assessments of Pinto Point Sewer. No delinquencies appear of record. Contact agency for current status.
12. Easement for utilities granted to Northern Lights, Inc., recorded March 7, 1976, as Instrument No. 173469.
13. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded June 5, 1987, as instrument number 335724, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. Easement for utilities granted to Pinto Point Sewer District, recorded October 9, 2012, as Instrument No. 833667.
15. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of State Subdivision- Pinto Point, recorded February 8, 2013 as Instrument No. 839530 in Book 10 of Plats, page 152, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Scrivener's Error Affidavit of Correction recorded October 2, 2014 as Instrument No. 864955.

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16. Covenants, Conditions and Restrictions plus amendment recorded as Instrument No(s). 839539, 839540, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
17. Easement for utilities granted to Northern Lights, Inc., recorded July 11, 2014, as Instrument No. 861608.
18. Easement for utilities granted to General Telephone Company of the Northwest, recorded July 11, 2014, as Instrument No. 861619.
19. Easement for utilities granted to Pinto Point Sewer District, recorded July 11, 2014, as Instrument No. 861620.
20. Easement for roadway granted to Bonner County, recorded July 11, 2014, as Instrument No. 861624.
21. Easement for utilities granted to General Telephone Company of the Northwest, recorded July 11, 2014, as Instrument No. 861629.
22. Terms, conditions and provisions contained in Main Access Easement executed by the Idaho Department of Lands, recorded October 10, 2014 as Instrument No. 865275.
23. Terms, conditions and provisions contained in Declaration of Driveway and Utility Easement executed by the Idaho Department of Lands, recorded October 14, 2014 as Instrument No. 865280.  
  
Correction and Clarification of said Easement recorded August 7, 2015 as Instrument No. 877425.
24. Easement for utilities granted to The General Telephone Company of the Northwest, recorded August 13, 2015, as Instrument No. 877715.
25. Any claim arising from the difference in the mean high water line of Priest Lake and the meander line as shown by the Original Government Survey.
26. Title to the State of Idaho to the bed of Priest Lake, a navigable body of water, to the natural or ordinary high water line.
27. Any claim that may arise that the waterfront boundary of said land has shifted because of alluvial action, erosion or change in the level of the waters of Priest Lake.

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**INFORMATIONAL NOTES**

- A. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.

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6/28/22

PAO410 - PARCEL MASTER INQUIRY

12:16:45

PARCEL: RP 059610013300 A

STATE OF IDAHO

LEGAL DESCRIPTION  
27-61N-4W PINTO POINT  
BLK 1 LOT 330

CODE AREA 52-0000 OWNER CD \_\_\_\_\_  
PARC TYPE 9F LOC CODE 40  
EFFDATE 3052014 EXPDATE \_\_\_\_\_  
PREV PARCEL RP61N04W270001T

X	for parcel	comments									
CAT	RY	QUANTITY	UN	VALUE	HO	MRKT	HO	EXMP	CB	MRKT	OTHER
81	2020	210	AC								

TOTALS 210

ENTER NEXT PARCEL NUMBER RP \_\_\_\_\_ A

FKeys: F2=TX F3=Exit F6=NM F7=LG  
F8=CT F13=TM F18=HS F20=Srch

6/28/22

TAX MASTER INQUIRY - BONNER COUNTY COUNTY

PMPKEY: RP 059610013300 A YEAR 2021

TXPKEY: RP059610013300A

NAME STATE OF IDAHO

BILLED TO: STATE OF IDAHO

CODE AREA 52-0000

BANK FLB

BILL# 28828

ACCT TYP

OWNER PUP

ADDRESS

LEGAL 27-61N-4W PINTO POINT  
BLK 1 LOT 330

MARKET VALUE

HARDSHIP

HOMEOWNER

NET MARKET

TAX AMOUNT

LESS: CIRCUIT

PLUS: SPECIALS

NET TAX BILLED

TAX PAYMENTS

TAX CANCELLED

SPEC CANCELLED

REMAINING TAX DUE

NEXT PARCEL# RP \_\_\_\_\_ A OR NEXT BILL# RP \_\_\_\_\_ 2021  
F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE

6/28/22

TAX MASTER INQUIRY - BONNER COUNTY COUNTY

PMPKEY: RP 059610013300 A YEAR 2021

BILL# 28828

Tax Overview

Parcel Number RP 059610013300 A

Tax Key	Year	Type	Paid	Status	Bill#	Grss Mrkt	Gross Taxes
RP 059610013300	A 2021		PAID	IN FULL	28828		
RP 059610013300	A 2020		PAID	IN FULL	28490		-
RP 059610013300	A 2019		PAID	IN FULL	28261		
RP 059610013300	A 2018		PAID	IN FULL	28145		
RP 059610013300	A 2017		PAID	IN FULL	28108		
RP 059610013300	A 2016		PAID	IN FULL	28113		-
RP 059610013300	A 2015		PAID	IN FULL	28169		
RP 059610013300	A 2014		PAID	IN FULL	27558		
RP 61N04W270001	T 2013		PAID	IN FULL	45215		
RP 61N04W270001	T 2012		PAID	IN FULL	45029		

F3=Exit Rollup/Rolldown

More...

E