

ZONING MAP AMENDMENT (REZONE) APPLICATION

Permit info: ZONFY 2023-0002

Application Date: 9/12/2023 Rec'd by: CW

FOR OFFICE USE ONLY

6015 Glenwood Street • Garden City, ID 83714 • 208.472.2921

▪ www.gardencityidaho.org ▪ building@gardencityidaho.org

APPLICANT	PROPERTY OWNER
Name: <u>Chad Weltzin</u>	Name: <u>Michael Talbott, Vida Properties</u>
Company: <u>erstad Architects</u>	Company: <u>Crispy Investments; 408 E 40th / 507 E 41st Parlay Investments; 508 E 40th Smokestack Jack; 4044 N Adams St</u>
Address: <u>310 n 5th street</u>	Address: <u>750 W Bannock Street, #1743</u>
City: <u>Boise</u>	City: <u>Boise</u>
State: <u>ID</u> Zip: <u>83702</u>	State: <u>ID</u> Zip: <u>83702</u>
Tel.: <u>208.331.9031</u>	Tel.:
E-mail: <u>cweltzin@erstadarchitects.com</u>	E-mail:

PROPERTY INFORMATION

Site Address: 521 E 41st / 408 E 40th, 508 E 40th, 4044 E Adams

Subdivision Name: <u>Fairview Acres Sub #3</u>	Lot: <u>Multiple</u>	Block: <u>Multiple</u>
Tax Parcel Number: <u>R2734520795/R2734520790, R2734560160, R2734520741</u>	Zoning: <u>R-3</u>	Total Acres: <u>5.818 (521 e 41st + 408 E 40th), 0.454 (4044 Adams), + 0.64 (508 E 40th)</u>
Proposed Use: <u>Multi-Family</u>	Floodplain: <u>yes</u>	<u>no</u>
Existing Zoning: <u>R-3</u>	Proposed Zoning: <u>C-2</u>	
Existing use: <u>Multi-Family + Single Family</u>	Proposed use: <u>Multi-Family</u>	
Surrounding Zoning: <u>C-2 & R-3</u>	Surrounding Uses: <u>Mixed Use, Multi-Family, Single Family, Commercial</u>	

Is the property proposed to be annexed into Garden City?

YES

NO

How does the proposed zoning map amendment comply with the applicable provisions of the Comprehensive Plan? All listed properties are within the region identified as a Neighborhood/Destination Activity Node in the Future Land Use Map and are labeled 'Mixed Use Residential'

How does the proposed zoning map amendment comply with the regulations outlined for the proposed zoning district? The C-2 zone outlines uses such as mixed-use and residential. Given their location and adjacency to existing C-2 parcels these properties would be compatible

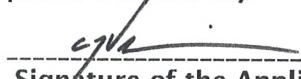
How does the proposed zoning map amendment affect the public health, safety, and welfare of the community? Granting this zoning change will not create any nonconformities and will not affect the public health, safety, and welfare of the community

Does a zoning map amendment result in an impact upon the delivery of services including, but not limited to, school districts, utilities, fire safety, school districts, etc?

YES

NO

I consent to this application and hereby certify that information contained on this application and in the accompanying materials is correct to the best of my knowledge. I agree to be responsible for all application materials, fees and application correspondence with the City. I will hold harmless and indemnify the City of Garden City from any and all claims and/or causes of action from or an outcome of the issuance of a permit from the City.

 09.12.2023
Signature of the Applicant (date)

 09.12.2023
Signature of the Owner (date)

APPLICATION INFORMATION REQUIRED

NOTE:

AN ELECTRONIC COPY OF THE ENTIRE APPLICATION SUBMITTAL REQUIRED

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

ONE (1) HARD COPY OF EACH CHECKLIST ITEM REQUIRED:

N/A	<input checked="" type="checkbox"/> Compliance Statement and Statement of Intent
	<input checked="" type="checkbox"/> Preliminary Title Report
	<input checked="" type="checkbox"/> Neighborhood Map
	<input type="checkbox"/> Master Plan
	<input type="checkbox"/> Site Plan
	<input checked="" type="checkbox"/> Topographic Survey
N/A	<input type="checkbox"/> Natural Hazard and Resources Analysis
N/A	<input type="checkbox"/> Dedications and Easements
	<input checked="" type="checkbox"/> Affidavit of Legal Interest
	<input checked="" type="checkbox"/> Waiver Request of Application Materials



PLEASE CHECK THE FOLLOWING:

INFORMATION REQUIRED ON COMPLIANCE STATEMENT AND STATEMENT OF INTENT:

- Statement explaining how the proposed structure(s) is compliant with the standards of review for the proposed application
- Should include purpose, scope, and intent of project
- N/A Information concerning noxious uses, noise, vibration, and any other aspects of the use or structure that may impact adjacent properties or the surrounding community

INFORMATION FOR PRELIMINARY TITLE REPORT:

- Document confirming property has been purchased contingent to approvals by city and other agencies
- Document should confirm if there are liens on property and if there are other issues with title
- Document typically generated by lender or title company

INFORMATION REQUIRED ON NEIGHBORHOOD MAP:

- 8 1/2" x 11" size minimum
- Location of contiguous lots and lot(s) immediately across from any public or private street, building envelopes and/or existing buildings and structures at a scale not less than one inch equals one hundred feet (1" = 100')
- N/A Impact of the proposed siting on existing buildings, structures, and/or building envelopes

INFORMATION REQUIRED ON MASTER PLAN:

- N/A The master plan is a plan that includes narrative information and illustrations about the proposal
- N/A The required narrative information shall be as follows:
 - a. Description of the vision for the Master Plan area, including design guidelines, land uses and phasing of development
 - b. A range of square footage, density, site coverage, and locational distribution of land uses;
 - c. Description of a circulation plan for autos, bicycles, transit, and pedestrians within the site and to other off site systems including the Boise River Greenbelt and other waterways
 - d. Description of the amenities within the site including both natural and manmade
 - e. Description of the general mass, scale, and character of the buildings
 - f. Summary of general public facility requirements to serve the development; and
 - g. Proposal for incorporation of existing structures in future development plans
- N/A The required illustrative plans shall be as follows:
 - a. A map showing property dimensions and legal description
 - b. A map showing existing and proposed building footprints
 - c. A map showing the circulation system including streets, alleys, parking, pedestrian walkways and linkages both within and outside the district.
 - d. A diagram showing development parcels, maximum unit densities, site ingress and egress, and relationship of development to public amenities, public facilities, and/or open site areas
- N/A A section showing the relationship of the buildings, public spaces and the street edge to adjacent properties

INFORMATION REQUIRED ON SITE PLAN:

- 24" x 36" size minimum
- N/A Scale not less than 1" = 20', legend, and north arrow.
- N/A Property boundary, dimensions, setbacks and parcel size.
- N/A Location of the proposed building, improvement, sign, fence or other structure, and the relationship to the platted building envelope and/or building zone
- N/A Building envelope dimensions with the center of the envelope location established in relation to the property lines
- N/A Adjacent public and private street right of way lines
- N/A Total square footage of all proposed structures calculated for each floor. If the application is for an addition or alteration to an existing building or structure, then the new or altered portions shall be clearly indicated on the plans and the square footage of new or altered portion and the existing building shall be included in the calculations
- N/A For uses classified as drive-through, the site plan shall demonstrate safe pedestrian and vehicular access and circulation on the site and between adjacent properties as required in Section 8-2C-13 of Title 8.
- N/A For uses other than a drive-through, the site plan shall demonstrate safe vehicular access as required in 8-4E-4
- N/A Driveways, access to public streets, parking with stalls, loading areas.
- N/A Sidewalks, bike and pedestrian paths.
- N/A Berms, walls, screens, hedges and fencing.
- N/A Location and width of easements, canals, ditches, drainage areas.
- N/A Location, dimensions and type of signs.
- N/A Trash storage and mechanical equipment and screening.
- N/A Parking including noted number of regular, handicap and bike parking as well as dimensions of spaces and drive aisles depicted on plan
- N/A Log depicting square footage of impervious surface, building and landscaping
- N/A Location and height of fences and exterior walls
- N/A Location and dimensions of outdoor storage areas
- N/A Location of utilities and outdoor serviced equipment and areas
- N/A Location of any proposed public art
- N/A Location of any proposed exterior site furniture
- N/A Location of any exterior lighting
- N/A Location of any existing or proposed signage

INFORMATION FOR TOPOGRAPHIC SURVEY:

- The topographic map is a map of the application site and adjoining parcels prepared by an engineer and/or land surveyor, and at a scale of not less than one inch (1") to twenty feet (20'). If the site has been known to have been altered over time, then the applicant shall provide evidence of the natural topography of the site.

INFORMATION FOR NATURAL HAZARD AND RESOURCES ANALYSIS:

Waiver Requested

- Prepared by a licensed engineer
- The natural hazards and resources analysis shall provide an inventory and recommendation regarding natural conditions existing on the site.
- The analysis shall include: significant natural resources existing on the site shall be identified including vegetation; fish and wildlife habitat; and water, including streams and riparian zones. A plan for preservation and/or mitigation of significant resources should be prepared by a qualified professional.
- For subdivisions within a floodplain: Detained information on the nature, source, and extent of the hazard and the proposed actions to minimize or

eliminate danger to public health, safety or property. The analysis shall include the following information:

- a. The location of existing water channels and drainage ways, floodway, flood plain and base flood elevation
- b. The location of all planned improvements including dams, dikes, and similar structures
- c. All planned diversions, alterations or rerouting of channels and drainage ways.

INFORMATION FOR DEDICATIONS AND EASEMENTS:

- The statement of intent for dedications and/or easements shall include the location, size, dimensions, and purpose.

INFORMATION REQUIRED FOR WAIVER REQUEST OF APPLICATION MATERIALS:

- Statement must include a list of the application materials to be waived and an explanation for the request.



different is good

Memo

To: Garden City Planning and Zoning Department
From: erstad Architects
CC: Mike Talbott and Nathan Talbott, Vida Properties
Date: September 12th, 2023
Re: Rezone Application: 521 E 41st Street / 408 E 40th Street, 508 E 40th Street, and 4044 E Adams Street

Included in this digital submittal for a Rezone Application are the following documents which have been provided via a 'WeTransfer' download link. The associated files are as follows:

- Rezone Application
- Letter of Intent & Compliance Statement
- Waiver Request
- Affidavit of Legal Interest_Boardwalk+408
- Affidavit of Legal Interest_Adams St
- Affidavit of Legal Interest_508 E 40th Street
- A0.1_neighborhood map
- A1.0_zoning map + site plan
- Rezone Neighborhood Meeting Sign-in Sheet
- Title Reports:
 - 408 E 40th
 - 508 E 40th
 - 521 E 41st
 - 4044 N Adams
- Surveys:
 - 408 E 40th & 521 E 41st – 122007_ALTA-8-24-23
 - 408 E 40th & 521 E 41st – ROS 13033 Parcel Consolidation
 - 508 E 40th – 123052-ROS
 - 4044 N Adams – 122267 TOPO

Zoning Change Request

09.12.2023

Parcels:

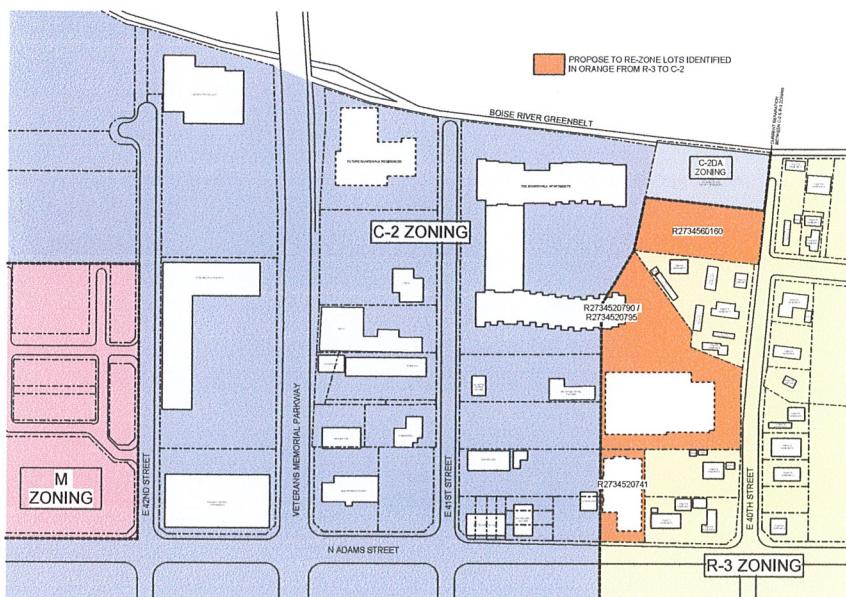
- R2734520790 / R2734520795, 521 E 41st Street & 408 E 40th Street, Crispy Investments LLC*
- R2734560160, 508 East 40th Street; Parlay Investments LLC
- R2734520741, 4044 North Adams Street; Smokestack Jack LLC
Garden City, ID 83714

* Parcels R2734520790 and R2734520795 were consolidated in 2021 via ROS 13033, but the Ada County Assessor's GIS mapping still shows them as separate parcels, so we are unaware what the new parcel number will be. For the purpose of this application, we are calling this parcel R2734520790 / R2734520795.

Letter of Intent & Compliance Statement

Dear Planning & Zoning Commission,

We are requesting a zoning change for three parcels between 40th and 41st Streets, and between Adams Street and the Boise Greenbelt. Currently this block contains a mixture of parcels zoned C-2 and R-3. In fact, one of the lots (R2734520790 / R2734520795) has a change of zoning mid-way through the parcel. We request to convert each of the identified parcels from R-3 to C-2 zoning. Each parcel is adjacent to and contiguous with other parcels that are already zoned C-2, so this request would not create spot zoning.

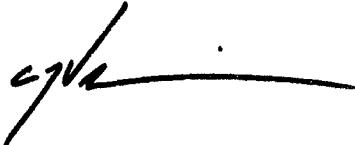


The purpose of our request is to have the flexibility to achieve higher densities than are allowed under R-3 zoning, and to create a more cohesive neighborhood with uniform dimensional standards. The parcels in question are all part of the greater Boardwalk development.

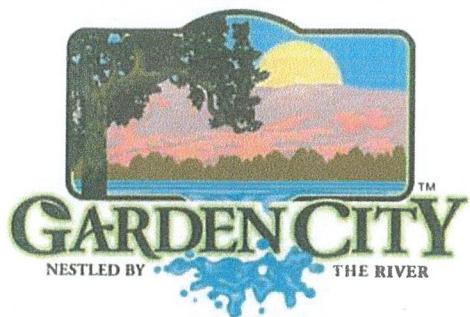
This zoning request is in keeping with the Garden City Comprehensive Plan. This area is designated Mixed-Use Residential, as well as a Neighborhood/Destination Activity Node. If granted, this zoning change will help achieve greater density and a mix of uses which, in turn, will promote greater use of public transit. It will also lead to a more cohesive neighborhood.

To our knowledge, granting this zoning change will not create any nonconformities. In fact, it will eliminate some confusion surrounding certain existing atypical conditions (such as the Boardwalk Apartment building that currently spans two different zones).

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "cwt".

Chad Weltzin, Principal



6015 Glenwood Street • Garden City, Idaho 83714
Phone 208 - 472-2921 • Fax 208 - 472-2926 •
www.gardencityidaho.org

Affidavit of Legal Interest

State of Idaho)
)SS
County of Ada)

Michael S Talbott, Smokestack Jack LLC, 750 W Bannock Street, Suite 1743

Boise

City

Idaho, 83702

State and Zip

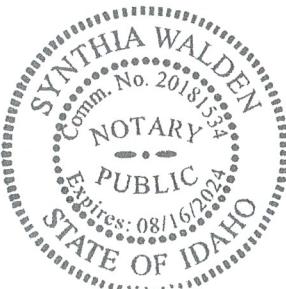
Being first duly sworn upon oath, depose and say:

1. That I am the record owner of the property described on the attached, and I grant my permission
to Erstad Architects, 4044 N Adams Street
Name (applicant) Project Address
to submit the accompanying application pertaining to that property.
2. I agree to indemnify, defend and hold the City of Garden City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.
3. I hereby grant permission to City of Garden City staff to enter the subject property for the purpose of site inspections related to processing said applications.

Dated this 11 day of October, 2022

Signature (must be primary owner, registered agent, or otherwise have legal authority to sign on behalf of primary owner)

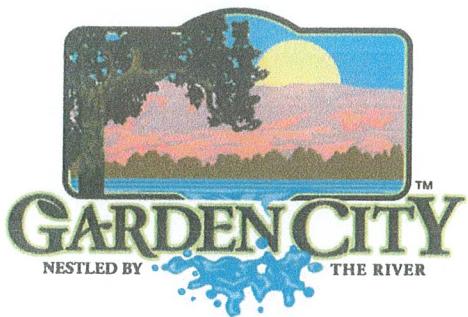
Subscribed and sworn to before me the day and year first above written



~~Notary Public for Idaho~~

31571

My Commission expires:



6015 Glenwood Street • Garden City, Idaho 83714
Phone 208 - 472-2921 • Fax 208 - 472-2926 •
www.gardencityidaho.org

Affidavit of Legal Interest

State of Idaho)
)SS
County of Ada)

Michael S Talbott, Parlay Investments LLC 750 W Bannock Street, #1743

Name _____ Address of Owner _____

Name _____ Address _____
(must be primary owner as noted in Ada County Assessor's records)

(must be primary owner as noted in Ada County Assessor's
If the primary owner is a business write the business name)

Boise

ID 83702

City

15, 667-68

Being first duly sworn upon oath, depose and say:

1. That I am the record owner of the property described on the attached, and I grant my permission to erstad Architects,
Name of Applicant
to submit the accompanying application pertaining to 508 east 40th street,
Garden City Idaho, 837_14_ property. Address of Property Subject to this Affidavit
2. I agree to indemnify, defend, and hold the City of Garden City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.
3. I hereby grant permission to City of Garden City staff to enter the subject property for the purpose of site inspections related to processing said applications.
4. I acknowledge that all fees related to said applications and improvements are ultimately the property owner's responsibility.

Dated this 8th day of September, 2023

Signature

Printed Name _____

Printed Name
(must be primary owner, registered agent, or otherwise have legal authority to sign on behalf of primary owner)

Subscribed and sworn to before me the day and year first above written.

Notary Public for Idaho

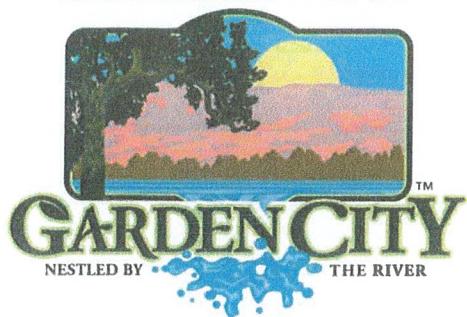
SYNTIA WALDEN
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 20181534
MY COMMISSION EXPIRES 8-16-2024

Residing at

My Communication

1 of 1

4/10/2023



6015 Glenwood Street • Garden City, Idaho 83714
Phone 208-472-2921 • Fax 208-472-2926 •
www.gardencityidaho.org

Affidavit of Legal Interest

State of Idaho)
)SS
County of Ada)

I, CRISPY Investments LLC (c/o Michael S Talbott), 750 W Bannock Street, #1743
Name (must be primary owner as noted in Ada County Assessor's records) Address

Boise ID, 83702
City State and Zip

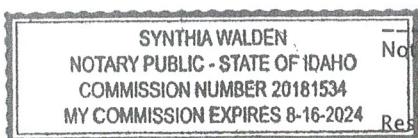
Being first duly sworn upon oath, depose and say:

1. That I am the record owner of the property described on the attached, and I grant my permission
521 e 41st + 408 e 40th street,
Garden City, ID 83714
to erstad architects Name (applicant) Project Address
to submit the accompanying application pertaining to that property.
2. I agree to indemnify, defend and hold the City of Garden City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.
3. I hereby grant permission to City of Garden City staff to enter the subject property for the purpose of site inspections related to processing said applications.

Dated this 12th day of September, 2023


Signature (must be primary owner, registered agent, or otherwise have legal authority to sign on behalf of primary owner)

Subscribed and sworn to before me the day and year first above written



Residing at 310 N 6th St. Boise ID 83702

My Commission expires 08/16/2024



different is good

Zoning Change – Waiver Request

09.12.2023

Parcels:

- R2734520790 / R2734520795, 521 E 41st Street & 408 E 40th Street, Crispy Investments LLC*
- R2734560160, 508 East 40th Street; Parlay Investments LLC
- R2734520741, 4044 North Adams Street; Smokestack Jack LLC
Garden City, ID 83714

* Parcels R2734520790 and R2734520795 were consolidated in 2021 via ROS 13033, but the Ada County Assessor's GIS mapping still shows them as separate parcels, so we are unaware what the new parcel number will be. For the purpose of this application, we are calling this parcel R2734520790 / R2734520795.

Waiver Request of Application Materials

Dear Planning & Zoning Commission,

We request a waiver from the requirement to submit a Natural Hazard and Resources Analysis for the parcels in consideration. The parcels are not in the floodplain per the FEMA map currently adopted by Garden City. No known hazards or resources exist.

Thank you for your consideration.



Chad Weltzin, Principal

Neighborhood Meeting Sign-in Sheet

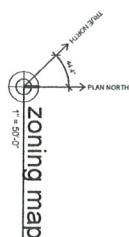
Day: Wednesday Date: September 6th, 2023 Time: 6:00pm

September 6th, 2023

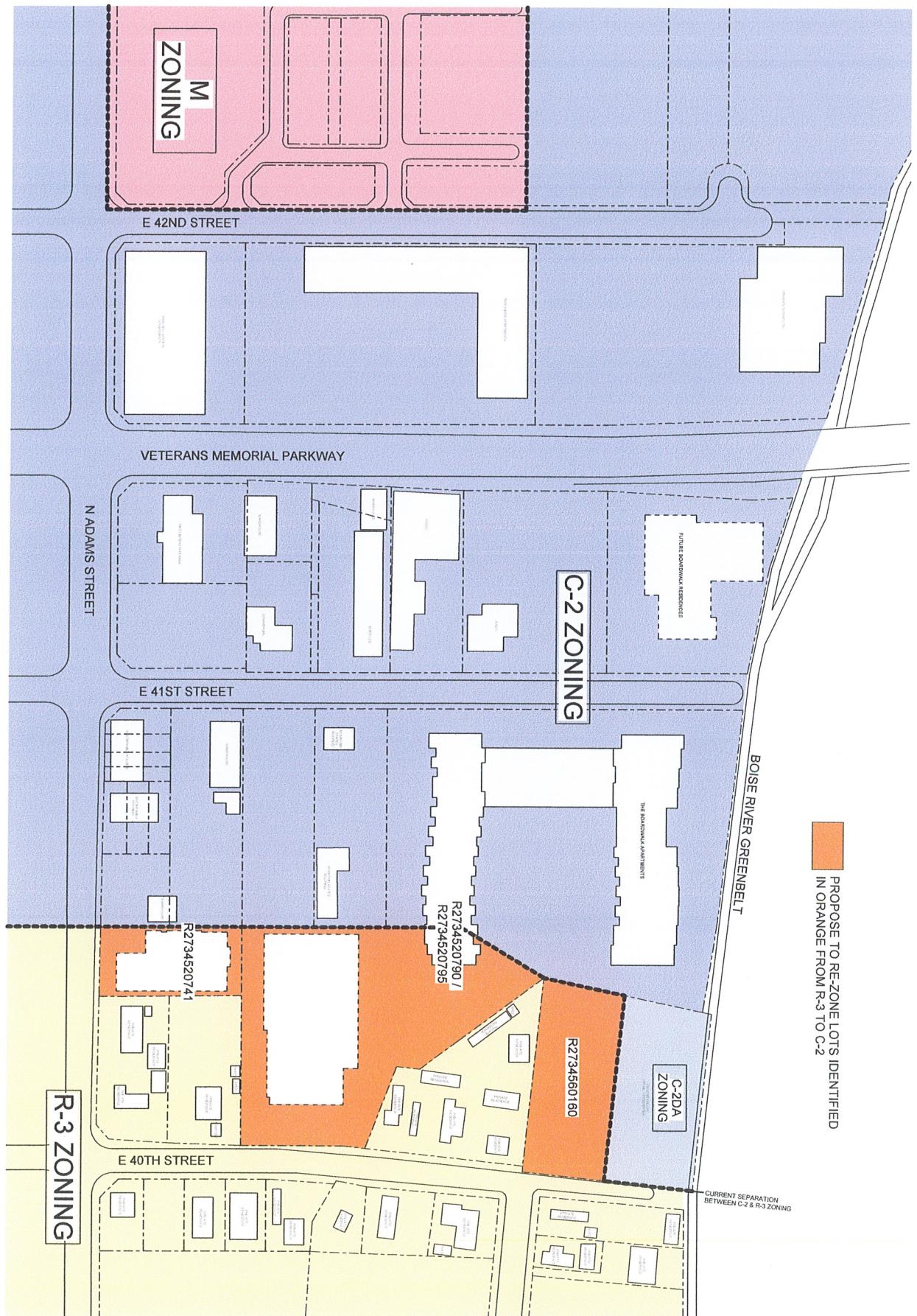
Location: 408 east 40th street, located at the construction and leading trailer deck

Project Synopsis: Rezone of lots at 408 each 40th street, 508 east 40th street, 4044 north adams street, and the portion of lot 507 east 41st street from R-3 to C-2.

Name	Address	Email	Are you interested in receiving more information as the application progresses? (yes/no)
Chris Burkett Rine Cooper	404 E 40th St Liberty 260	chrisburkett001@gmail.com otherbestdeals1.net	Yes. No


PLAN NORTH
1° = 89° 57'

Zoning map



project:
date: 09.12.2023
client: C. Anderson
checked: C. Anderson
rezone application

revision:
desc.:
date:

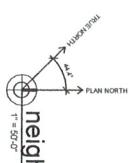
rezone application
R2734520790/R2734520795, R2734520741, +
R2734560160

erstad



A1.0

zoning map / site plan



neighborhood map



rezone application

R2734520790/R2734520795, R2734520741, +
R2734560160

REVISIONS
10.000000
0.000000
0.000000

10.000000
0.000000
0.000000

Project:
date:
drawn:
rezone
application

neighborhood
map

A0.1



RECORD OF SURVEY-PARCEL CONSOLIDATION

RECORD OF SURVEY 13033

FOR U GOT ACTION INVESTMENTS LLC, CRISPY INVESTMENTS LLC & 6 POINT TEASER INVESTMENTS LLC
 LOTS 3, 27, 28, 29 & 30, AND PORTIONS OF LOT 4, BLOCK 15, AND LOT 8, BLOCK 16, FAIRVIEW ACRES SUBDIVISION NO. 7
 AND PORTIONS OF SECTION 5, T. 3 N., R. 2 E., B.M., AND PORTIONS OF SECTION 32, T. 4 N., R. 2 E., B.M.
 GARDEN CITY, ADA COUNTY, IDAHO
 2021

OWNER'S CERTIFICATE

THE UNDERSIGNED, AS OWNER OF THE REAL PROPERTY SHOWN HEREON, AGREES TO THE PROPERTY LINE ADJUSTMENT AND CONSOLIDATION OF THE ORIGINAL LOT LINES SHOWN HEREON, TO CREATE THE NEW PARCEL SHOWN HEREON.

ADDITIONALLY, THE OWNER HEREBY DECLARES AND AFFIRMS THAT THE BOUNDARIES OF THE ORIGINAL PARCELS HAVE BEEN ADJUSTED IN ACCORDANCE WITH GARDEN CITY CODE TO FORM ONE NEW BUILDABLE PARCEL AS SHOWN HERON. THE OWNER FURTHER DECLARES AND AFFIRMS THAT THE ORIGINAL PARCELS ARE NO LONGER ELIGIBLE FOR BUILDING PERMITS FROM THE CITY OF GARDEN CITY, AND THE OWNER AGREES THAT IT SHALL ONLY SEEK BUILDING PERMITS FROM THE CITY OF GARDEN CITY FOR PROJECTS LOCATED WITHIN THE NEW BUILDABLE PARCEL USING ONLY THE LEGAL DESCRIPTION FOR THE NEW BUILDABLE PARCEL.

M. S. Talbot 8/16/21
 6 POINT TEASER INVESTMENTS LLC
 MICHAEL S. TALBOT, MANAGER
 DATE

OWNER'S CERTIFICATE

THE UNDERSIGNED, AS OWNER OF THE REAL PROPERTY SHOWN HEREON, AGREES TO THE PROPERTY LINE ADJUSTMENT AND CONSOLIDATION OF THE ORIGINAL LOT LINES SHOWN HEREON, TO CREATE THE NEW PARCEL SHOWN HEREON.

ADDITIONALLY, THE OWNER HEREBY DECLARES AND AFFIRMS THAT THE BOUNDARIES OF THE ORIGINAL PARCELS HAVE BEEN ADJUSTED IN ACCORDANCE WITH GARDEN CITY CODE TO FORM ONE NEW BUILDABLE PARCEL AS SHOWN HERON. THE OWNER FURTHER DECLARES AND AFFIRMS THAT THE ORIGINAL PARCELS ARE NO LONGER ELIGIBLE FOR BUILDING PERMITS FROM THE CITY OF GARDEN CITY, AND THE OWNER AGREES THAT IT SHALL ONLY SEEK BUILDING PERMITS FROM THE CITY OF GARDEN CITY FOR PROJECTS LOCATED WITHIN THE NEW BUILDABLE PARCEL USING ONLY THE LEGAL DESCRIPTION FOR THE NEW BUILDABLE PARCEL.

M. S. Talbot 8/16/21
 U GOT ACTION INVESTMENTS LLC
 MICHAEL S. TALBOT, MANAGER
 DATE

OWNER'S CERTIFICATE

THE UNDERSIGNED, AS OWNER OF THE REAL PROPERTY SHOWN HEREON, AGREES TO THE PROPERTY LINE ADJUSTMENT AND CONSOLIDATION OF THE ORIGINAL LOT LINES SHOWN HEREON, TO CREATE THE NEW PARCEL SHOWN HEREON.

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M. S. Talbot 8/16/21
 CRISPY INVESTMENTS LLC
 MICHAEL S. TALBOT, MANAGER
 DATE

ACKNOWLEDGMENT

STATE OF IDAHO }
 COUNTY OF ADA } ss

ON THIS 21st DAY OF August, 2021, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MICHAEL S. TALBOT, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER FOR U GOT ACTION INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID COMPANY AND ACKNOWLEDGED TO ME THAT SUCH COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO *S. Talbot* SYNTHIA WALTERS, NOTARY PUBLIC
 RESIDING AT *Boise, Idaho* STATE OF IDAHO
 MY COMMISSION EXPIRES 03/16/2024

S. Talbot 8/27/21
 CITY OF GARDEN CITY FINANCIAL SERVICES
 PE 416

S. Talbot 8/27/21
 CITY OF GARDEN CITY FINANCIAL SERVICES
 PE 416

CERTIFICATE OF SURVEYOR

I, KEVIN M. BORAH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY ON THE GROUND, UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS MAPPED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS, AND THE CORNER-REPEREATION AND SURVEYING ACT, IDAHO CODE.

ON THIS 21st DAY OF August, 2021, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MICHAEL S. TALBOT, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER FOR U GOT ACTION INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID COMPANY AND ACKNOWLEDGED TO ME THAT SUCH COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO *S. Talbot* SYNTHIA WALTERS, NOTARY PUBLIC
 RESIDING AT *Boise, Idaho* STATE OF IDAHO
 MY COMMISSION EXPIRES 03/16/2024

S. Talbot 8/27/21
 CITY OF GARDEN CITY FINANCIAL SERVICES
 PE 416

APPROVAL OF CITY ENGINEER

I, THE UNDESIGNED, AM THE CITY ENGINEER FOR THE CITY OF GARDEN CITY, ADA COUNTY, IDAHO, AND HEREBY APPROVE THIS RECORD OF SURVEY AND THAT IT IS IN CONFORMANCE WITH GARDEN CITY CODE.

ON THIS 21st DAY OF August, 2021, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MICHAEL S. TALBOT, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER FOR U GOT ACTION INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID COMPANY AND ACKNOWLEDGED TO ME THAT SUCH COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

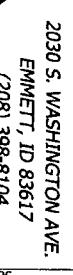
NOTARY PUBLIC FOR IDAHO *S. Talbot* SYNTHIA WALTERS, NOTARY PUBLIC
 RESIDING AT *Boise, Idaho* STATE OF IDAHO
 MY COMMISSION EXPIRES 03/16/2024

S. Talbot 8/27/21
 CITY OF GARDEN CITY FINANCIAL SERVICES
 PE 416

CERTIFICATE OF GARDEN CITY DEVELOPMENT SERVICES

THIS SIGNATURE CERTIFIES THE PROPERTY LINE ADJUSTMENT HAS BEEN REVIEWED AND APPROVED BY THE CITY, THE PARCELS CREATED THROUGH PROPERTY LINE ADJUSTMENT APPLICATION LINN 101000 ARE RECOGNIZED AS LEGAL LOTS

S. Talbot 8/27/21
 GARDEN CITY DEVELOPMENT SERVICES
 DATE



2030 S. WASHINGTON AVE.
 EMMETT, ID 83617

(208) 398-8104
 FAX (208) 398-8105
 WWW.SANTOOTHLLC.COM

DWG#: 120202-ROS
 SHEET: 4 OF 4 DATE: 8/18/2021 DRAWN BY: CHECKED BY: JOSH: 120202
 KB AR

ALTA/NSPS LAND TITLE SURVEY

LOT 27, 28, 29, 30, 3, 4, OF BLOCK 15, FAIRVIEW ACRES SUBDIVISION NO. 3,
AND A PORTION OF LOT 14, BLOCK 2, FAIRVIEW ACRES SUBDIVISION NO. 7,
AND THE N1/2 OF SECTION 32, T.4 N., R. 2 E., B.M.

FOR CRISPY INVESTMENTS DE, LLC
By First American Title Insurance Company
Delivery an effective date of July 26, 2022 at 7:30 AM

THE (1) CRIMSON SOUTHERN INSURANCE COMPANY, (2) LLOYD'S UNITED INSURANCE COMPANY, (3) AMERICAN INSURANCE EXCHANGE, (4) CROWN INSURANCE CO., LLC, (5) CROWN INSURANCE COMPANY, (6) AMERICAN INSURANCE COMPANY, AND (7) FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THE MARKS AND NUMBERING ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE SURVEYORS' ACT AND THE SURVEYORS' ACT REGULATIONS.

LAND THAT SURVEYORS ACTIVELY ESTABLISHED AND ADDED BY ACT 1 AND 2005 AND 2006, AND WHICH IS NOT LISTED AS A SURVEYOR'S ACT SURVEY, IS NOT SUBJECT TO THE SURVEYORS' ACT.

THE MARKS AND NUMBERING ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE SURVEYORS' ACT AND THE SURVEYORS' ACT REGULATIONS.

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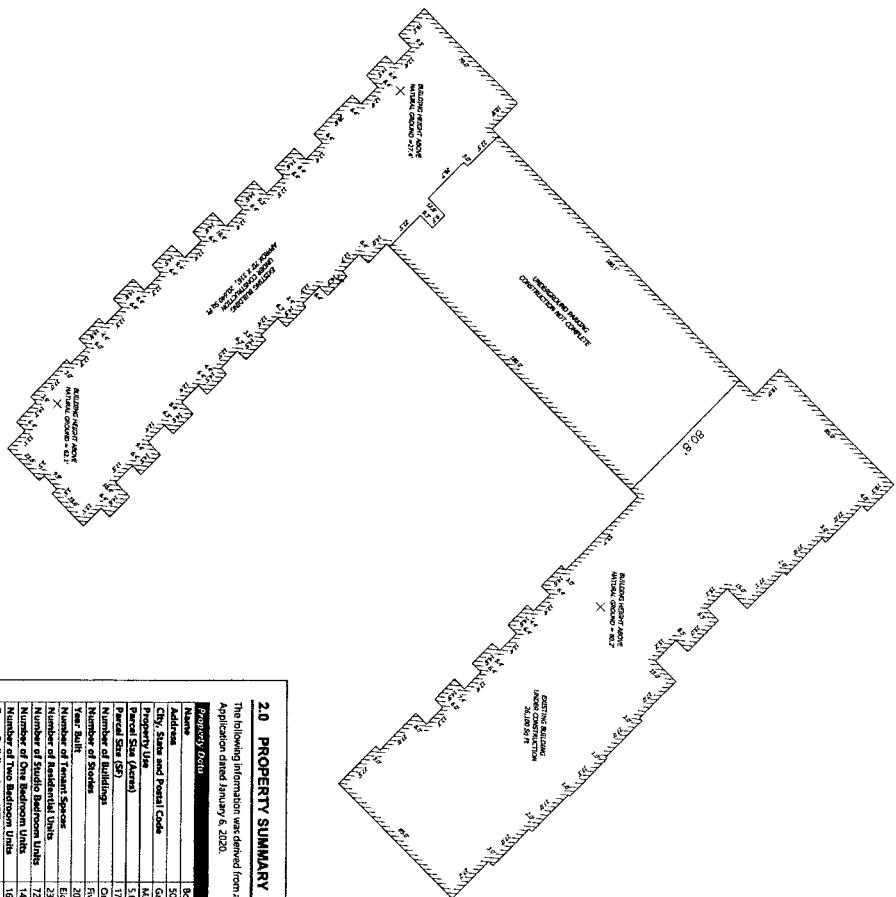
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ALTANNSPSI AND TITI SURVEY

LOTS 27, 28, 29, 30, 31 & 4, FOR CRISPY INVESTMENTS DE, LLC,
401 FAIRVIEW ACRES SUBDIVISION NO. 3,
AND A PORTION OF LOT 14, BLOCK 15 OF FAIRVIEW ACRES SUBDIVISION NO. 7.

AND THE N1/2 OF SECTION 32, T.4 N., R. 2 E., B.M.,

2022

5.0 PARKING

Information on this chart was obtained in

Using a Design Review Application dated January 6, 2010

Number of Parking Spaces	169
Number of Regular Parking Spaces	152
Number of Garage Parking Spaces	152

82 *Baptist Review*

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THE FOLLOWING CHART IS IN ACCORDANCE

Permitting Requirements		Requirement	Equation
For Each One Bedroom Unit		1 space per unit	$149 \times 1 = 149$
For Each Two Bedroom Unit		2 spaces per unit	$16 \times 2 = 32$
For Guest Bedroom Parking		0.5 spaces per unit	$237 \times 0.5 = 119$

4.0 ZONING REQUIREMENT

4.1 Zoning Regulation

4.3 Area Regulations	
The following regulations are in accordance with the Title 8 Development Code.	
Area Regulations	City of Glendale City C-2
Area Regulations, Major	Permit Required
Area Regulations, Minor	Permit Required
Building, Site Development	Permit Required
Building, Site Development, Minor	Permit Required
Minimum House Size & Density	Permit Required
Minimum Lot Coverage	Permit Pending
Maximum Lot Coverage	Permit Pending
Maximum Building Height	Permit Pending

FORM STANDARDS IN ALL BASE ZONING DISTRICT

FORM STANDARDS (ALL BASE ZONING DISTRICTS)									
District	Maximum Height	Buildings		Minimum Street Coverage		Minimum Lot Coverage		Minimum Lot Area	
		Front	Rear	Side	Street	Side	Street		
R-1	35'	20'	15'	5'	20'	30%	30%	5,000 sq ft	
R-2	35'	(15'2")	15'	9'5"	20'	70%	6,000 sq ft	43 ft	
R-3		\$2,27'	15'	9'5"	5'	70%	6,000 sq ft	43 ft	
R-2A	5'	5'	5'	5'	5'	60%	6,000 sq ft	43 ft	
C-1								3,000 sq ft	
M	72'	10' max	5'	9'5"	9'	N/A	N/A	N/A	N/A
U	55'	15'	5'	8'	20'	N/A	N/A	N/A	N/A

4.1 Zoning Regulation

CLIENT
CRISPY INVEST



**TITLE: ALTA/NSPS LAND TITLE SURVEY
CRISPY INVESTMENTS DE, LLC,
A PARCEL WITHIN BLOCK 15, FAIRVIEW ACRES NO.3
CITY OF GARDEN CITY, ADA COUNTY, IDAHO**

DATE: 8/2023	DESIGNED BY: NRB	DRAWN BY: JB	CHECKED BY: JB
SHEET: 3 OF 3	DRAWING #: 122007-ALTA	PROJECT #: 122007	

TITLE: ALTA/NPS LAND TITLE SURVEY CRISPY INVESTMENTS DE, LLC. A PARCEL WITHIN BLOCK 15, FAIRVIEW ACRES NO.3 CITY OF GARDEN CITY, ADA COUNTY, IDAHO			 	2030 S. WASHINGTON AVE. EMMETT, ID 83617 (208) 398-8104 FAX (208) 398-8105				
DATE: 8/2023	DESIGNED BY: NRB	DRAWN BY: JB		CLIENT: CRISPY INVESTMENTS DE, LLC.	No.	BY	DATE	
SHEET: 3 OF 3			DRAWING # 122007-ALTA	PROJECT # 122007	1	NRB	8/23	DESCRIPTION UPDATE ALL THE TOPO AND TITLE REPORT
www.SAWTOOTHLS.COM								

RECORD OF SURVEY

FOR JERRY WISEMAN

LOTS 17 & 18, BLOCK 2, FAIRVIEW ACRES SUBDIVISION NO. 7
LOCATED IN SECTION 5, T. 2 N., R. 2 E., B.M.
AND SECTION 32, T. 4 N., R. 2 E., B.M.
GARDEN CITY, ADA COUNTY, IDAHO, 2023

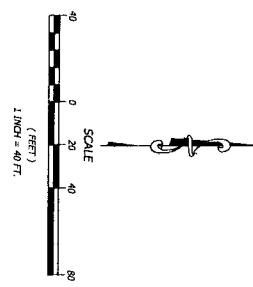
DEPUTY

FEES

EX-OFFICIO RECORDER

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. PLS 12461
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS RECORDED AT THE REQUEST OF
SAWTOOTH LAND SURVEYING AT 10:00 MINUTES PAST 0 O'CLOCK M. THIS
DAY OF 2023, IN THE YEAR 2023.



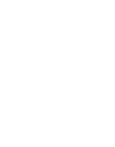
14 CORNER
SECTIONS 32 AND 5
PLS 237
COR. REC. 2023-10394

SECTION CORNER
IDAHO STATE HIGHWAY
PLS 237
COR. REC. 2023-041513

T 2 N
5 1/4



Record of Survey No. 10394
Record of Survey No. 10395



LEGEND

- PROPERTY BOUNDARY LINE
- OTHER DEED LINE
- SECTION LINE
- EXISTING WOOD FENCE
- CONCRETE
- ROUND BRASS CAP MONUMENT
- ROUND ALUMINUM CAP MONUMENT
- ROUND "T" IRON BAR
- ROUND "T" IRON BAR AS NOTED
- SET 5' IRON BAR AS NOTED
- CALCULATED POINT

REFERENCES:

R1 FAIRVIEW ACRES SUBDIVISION NO. 3, BOOK 11, PAGE 617
R2 FAIRVIEW ACRES SUBDIVISION NO. 7, BOOK 12, PAGE 686
R3 RECORD OF SURVEY NO. 12389
R4 RECORD OF SURVEY NO. 12420
R5 RECORD OF SURVEY NO. 12320
R6 RECORD OF SURVEY NO. 12323
R7 RECORD OF SURVEY NO. 10394

CERTIFICATE OF SURVEYOR
I, JEFF BEAGLEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR,
LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP WAS DRAWN FROM AND ACCURATELY
ACTUALLY SURVEY ON THE GROUND UNDER MY DIRECT SUPERVISION, AND ACCURATELY
REPRESENTS THE POINTS MAPPED HEREON AND IS IN CONFORMITY WITH THE STATE
OF IDAHO CODE RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND
FILING ACT, IDAHO CODE.



SURVEYOR'S NARRATIVE

SAWTOOTH LAND SURVEYING WAS CONTRACTED TO RECOVER OR REMONUMENT
THE CORNERS OF THE WISEMAN PARCEL BEING LOTS 17 AND 18, BLOCK 3 OF
FAIRVIEW ACRES NO. 7.

THERE ARE NO TRIP MONUMENTS AS SHOWN FOR SOME OF THE CORNERS AS
NOTED HEREOF. I AGREE WITH THE ARRANGEMENTS ESTABLISHED BY PLS 11574
SURVEYORS NARRATIVE ON RECORD OF SURVEY NO. 12389.

WHILE TAKE OCCUPATION LINES SERIOUSLY, I BELIEVE IN THIS CASE THE FENCE
LINE THAT WAS BUILT TO THE SUBDIVISION BOUNDARY ANGLE POINT NEAR THE
CORNER COMMON TO LOTS 16 AND 17 WAS DONE SO IN ERROR AND THAT CAUSED
THE FENCE LINE BETWEEN LOTS 18 AND 19 TO BE BUILT IN ERROR AS WELL.



2030 S. WASHINGTON AVE.
EMMETT, ID 83617
(208) 398-8104
FAX (208) 398-8105
www.SAWTOOTHLLC.COM

SHEET: 1 OF 1 DATE: 5/2023 DRAWN BY: JB CHECKED BY: DPLB:
AR J23052

SURVEY INDEX NO. 321-5-0-0-12-686
SURVEY INDEX NO. 421-32-0-0-12-686

DWG#: 123052-ROS



PioneerTitleCo.
GOING BEYOND

1211 W Myrtle Street, Plaza II Suite 100
Boise, ID 83702

August 26, 2019

Vida Properties LP
1920 Main Street, Ste. 1070
Irvine, CA 92614

File No. 681585

Property Address: 406 East 40th Street, Garden City, ID 83714

The closing of your purchase of the above-noted property has now been completed. Enclosed for your records is the final Title Policy. Your original recorded deed has been mailed under separate cover.

We appreciate having had this opportunity to be of service to you. If you have any questions please contact the Title Officer listed below.

Sincerely,

Mark Anderson, Title Officer
Ph: (208) 373-3666
Email: manderson@pioneerTitleCo.com

Enclosures



OWNER'S POLICY OF TITLE INSURANCE

Policy Number OX-12021089

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Issued By:

Pioneer Title Company of Ada County
8151 W. Rifleman Street
Boise, ID 83704

An authorized Agent of:
Old Republic National Title Insurance Company

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(512) 371-1111

By

President

Attest

Secretary

COVERED RISKS Continued

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.-

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

CONDITIONS AND STIPULATIONS Continued

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

CONDITIONS AND STIPULATIONS Continued

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

CONDITIONS AND STIPULATIONS Continued

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



PioneerTitleCo.

Owner's Policy

Policy Issuing Agent For:
Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401

File No.: 681585

Policy No.: OX-12021089

Date of Policy: July 3, 2019 at 1:54PM

Address Reference: 406 East 40th Street, Garden
City, ID 83714

Amount of Insurance: \$930,000.00

Premium: \$2,877.00

Endorsement Premium: \$0.00

Schedule A

1. Name of Insured:

Vida Properties, LP

2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE

3. Title is vested in:

Vida Properties, LP, an Idaho limited partnership

4. The land referred to in the Policy is described as follows:

See Exhibit A attached hereto and made a part hereof.

Schedule B

EXCEPTIONS FROM COVERAGE

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:

1. Rights or claims of parties on possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matter contradictory to any survey plat 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 material 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.

Special Exceptions:

1. General taxes for the year 2019, which are liens and are not yet due and payable.

Parcel No.: 06 [R2734520765](#)

Parcel No.: 06 [R2734520760](#)

2. Sewer charges and special assessments, if any, for the City of Garden City.

Fax: (208) 472-2996

PAID CURRENT

3. Covenants, conditions, restrictions and easements as set forth on the plat.

Name of Plat: Fairview Acres Subdivision No. 3

Book/Page: [11/617](#)

4. Reservations contained in an instrument

Document: Corporation Warranty Deed

Dated: June 16, 1960

Executed by: Home Finance Co., Inc., a corporation

Recorded: June 28, 1960

Instrument No.: [482193](#) in Book 470 Deeds at Page 41

As Follows: Excepting and reserving from this conveyance and the premises hereby granted all water rights pertaining to or connected with the lands hereby conveyed, and all water and water rights and ditches and ditch rights used on said lands or in connection therewith and also all under-ground waters heretofore appropriated or which may be hereafter appropriated at or upon such land or for the irrigation of such land.

5. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein

In Favor of: Idaho Power Company

Recorded: April 26, 1972

Instrument No.: [804000](#)

6. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein

In Favor of: Idaho Power Company

Recorded: November 4, 1971

Instrument No.: [787337](#)

7. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein

In Favor of: Intermountain Gas Company, a corporation

Recorded: May 27, 1971

Instrument No.: [771664](#)

8. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein

In Favor of: Idaho Power Company, a corporation

Recorded: January 4, 1978

Instrument No.: [7800304](#)

9. Terms, conditions, and provisions of Stormwater Operations and Maintenance Agreement

Between: Randy Hoffer and City of Garden City

Dated: January 8, 2018

Recorded: December 17, 2018

Instrument No.: [2018-118499](#)

10. The Land described in this report or policy shall not be deemed to include any house trailer, mobile home or mobile dwelling on the subject property.

END OF EXCEPTIONS

EXHIBIT A

PARCEL I:

Lots 3 and 4 in Block 15 of Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, official records, except portion of Lot 3 more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 3; thence
Northeasterly along the Southeasterly line, 75 feet to a point; thence
Northwest 107 feet, more or less, to a point which is a 90 feet Northeasterly from the Southwesterly line
of said Lot 3; thence
Southwesterly, parallel to the Southeasterly line of said Lot 3, 90 feet to the Southwesterly boundary;
thence
Southeast 106 feet to the POINT OF BEGINNING.

EXCEPT ditch and road rights of way

PARCEL II:

That portion of Lot 3 in Block 15 of Fairview Acres Subdivision No. 3, according to the plat thereof, filed
in Book 11 of Plats at Page 617, official records, more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 3; thence
Northeasterly along the Southeasterly line, 75 feet to a point; thence
Northwest 107 feet, more or less, to a point which is 90 feet Northeasterly from the Southwesterly line of
said Lot 3; thence
Southwesterly, parallel to the Southeasterly line of said Lot 3, 90 feet to the Southwesterly boundary;
thence
Southeast 106 feet to the POINT OF BEGINNING.

EXCEPT ditch and road rights of way.

ENDORSEMENT
ATTACHED TO POLICY NUMBER OX-12021089
ISSUED BY
Old Republic National Title Insurance Company

File No. 681585

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from E. 40th Street (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: July 3, 2019 at 1:54PM



Authorized Countersignature

Pioneer Title Company of Ada County
Company Name

Boise, ID 83704
City, State

ENDORSEMENT

ATTACHED TO POLICY NUMBER OX-12021089

ISSUED BY
Old Republic National Title Insurance Company

File No. 681585

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel: Tax Identification Numbers:

Parcel I	R2734520765
Parcel II	R2734520760

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes assessed against the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Dated: July 3, 2019 at 1:54PM



Authorized Countersignature

Pioneer Title Company of Ada County
Company Name

Boise, ID 83704
City, State

ENDORSEMENT
ATTACHED TO POLICY NUMBER OX-12021089
ISSUED BY
Old Republic National Title Insurance Company

File No. 681585

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: July 3, 2019 at 1:54PM



Authorized Countersignature

Pioneer Title Company of Ada County
Company Name

Boise, ID 83704
City, State

ENDORSEMENT

ATTACHED TO POLICY NUMBER OX-12021089

ISSUED BY
Old Republic National Title Insurance Company

File No. 681585

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack of signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: July 3, 2019 at 1:54PM



Authorized Countersignature

Pioneer Title Company of Ada County
Company Name

Boise, ID 83704
City, State

ENDORSEMENT

ATTACHED TO POLICY NUMBER OX-12021089

ISSUED BY
Old Republic National Title Insurance Company

File No. 681585

The paragraph title “ARBITRATION” in the Conditions of this policy is hereby deleted.

This endorsement, when countersigned by an authorized officer or agent, is made a part of said policy as of the policy date thereof and is subject to the Schedules, Conditions and Stipulations and Exclusions from Coverage therein contained, except as modified by the provisions hereof.

Dated: July 3, 2019 at 1:54PM



Authorized Countersignature

Pioneer Title Company of Ada County
Company Name

Boise, ID 83704
City, State



2541 E. Gala Street, Suite 100
Meridian, ID 83642
Phone: 208-433-1021
Fax: 208-433-1140

Enclosed: Owner's Policy**Date:** February 23, 2022

Owner Name: Smokestack Jack, LLC, an Idaho limited liability company
Owner Address: 750 N Bannock St., #1743
Boise, ID 83702

Reference:

Order No.: 12653EID

Title Orders: title@empiretitleidaho.com

Your Escrow Team:

Staff		Email	Phone No
Tayler Tibbitts	Escrow Officer	TTibbitts@empiretitleidaho.com	208-389-6905
Deann Sayre	Escrow Assistant	DSayre@empiretitleidaho.com	208-389-6938

Your Title Team:

Staff		Email	Phone No
Troy Sears	Title Examiner	TSears@empiretitleidaho.com	208-433-1021

For any questions on your Title Insurance Policy, please contact us at 208-900-3230 **during business hours**
Monday through Friday from 8:30AM to 5:00PM MST or e-mail us at Policies@EmpireTitleIdaho.com

Serving you in **Ada** and **Canyon** counties.

Thank you for choosing **Empire Title and Escrow**. We value your business.
Please let us know how we can help.



POLICY NO.
OP-6-13285960

ALTA OWNER'S POLICY (6-17-06)

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A,

Issued By: Empire Title and Escrow
2541 East Gala Street, Suite 100
Meridian, ID 83642
Phone: 208-433-1021

WESTCOR LAND TITLE INSURANCE COMPANY



By:

Mary O'Donnell

President

Attest:

Patricia H. Power

Secretary

4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - A. (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With

respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The

Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the

administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%,

and

- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured

Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn.: Claims, 875 Concourse Parkway South, Ste. 200, Maitland, Florida 32751.

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company:

WESTCOR LAND TITLE INSURANCE COMPANY
875 Concourse Parkway South, Suite 200, Maitland, Florida 32751

File No.: **12653EID**

Policy No.: **OP-6-13285960**

Issued with Policy No. **LP-13-13561227**

Address Reference: **4044 N Adams Street, Garden City, ID 83714**

Amount of Insurance: **\$650,000.00**

Premium: **\$2,185.00**

Date of Policy: **February 15, 2022, at 2:17pm**

1. Name of Insured:

Smokestack Jack, LLC, an Idaho limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Smokestack Jack, LLC, an Idaho limited liability company

4. The Land referred to in this policy is described as follows:

SEE ATTACHED EXHIBIT "A"

Countersigned
Empire Title and Escrow

By:



Kris Miller

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SCHEDULE A
Continued

EXHIBIT "A"

The West one-third of Lot 1, and the West one-third of Lot 2, in Block 15 of Fairview Acres Subdivision No. 3, according to the official plat thereof, filed in Book 11 of Plats at Page 617, Ada County, Idaho, the said tracts being more particularly described as follows:

West 1/3 of Lot 1:

Beginning at the lot corner common to Lots 1, 2, 33, and 34 of Block 15 of Fairview Acres Subdivision No. 3, as the same is recorded in Plat Book No. 11 at page 617, Records of Ada County, Idaho;
 Running thence South 45°44' East along the Northerly line of Lot 1 a distance of 100 feet;
 Thence South 44°16' West parallel to the Westerly line of Lot 1 a distance of 100 feet;
 Thence North 45°44' West along the Southerly line of said Lot 1 a distance of 100 feet;
 Thence North 44°16' East along the Westerly line of Lot 1 a distance of 100 feet to the POINT OF BEGINNING.

West 1/3 of Lot 2:

Beginning at the lot corner common to Lots 1, 2, 33, and 34 of Block 15 of Fairview Acres Subdivision No. 3, as the same is recorded in Plat Book 11, Page 617 Records of Ada County, Idaho;
 Running thence South 45°44' East along the Southerly line of said Lot 2 a distance of 100 feet;
 Thence North 44°15' East parallel to the Westerly line of said Lot 2 a distance of 100 feet;
 Thence North 45°44' West along the Northerly line of Lot 2 a distance of 100 feet;
 Thence South 44°15' West along the Westerly line of said Lot 2 a distance of 100 feet to the POINT OF BEGINNING.

Excepting therefrom that portion deeded to Ada County Highway District by Warranty Deed Recorded October 10, 2002 as Instrument No. 102117034.

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OWNER'S POLICY OF TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDEULE B

File No.: 12653EID

Policy No.: OP-6-13285960

EXCEPTIONS FROM COVERAGE

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:

1. **Rights or Claims of parties in possession not shown by the public records.**
2. **Easements or claims of easements not shown by the public records.**
3. **Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.**
4. **Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.**
5. **General taxes for the year 2022, which are a lien, payable on or before December 20th of said year and not delinquent until after said date.**
6. **Liens, levies and assessments of the City of Garden City.**
7. **Liens and assessments of the Fairview Acres Water Users Association, and the rights, powers and easements of said district as by law provided.**
8. **Liens and assessments of the Thurman Mill Ditch Co. Ltd., and the rights, powers and easements of said district as by law provided.**
9. **Easement(s), reservations, restrictions, dedications and rights incidental thereto as delineated or as offered for dedication on the map of said subdivision, Recorded in Book 11, of Plats, Page 617.**
10. **Covenants, conditions, restrictions and easements contained in Deed recorded October 27, 1952, as Instrument No. 338278, of Official Records.**
11. **An easement for Permanent Slope and incidental purposes in favor of Ada County Highway District, recorded October 4, 2002, as Instrument No. 102114612, of Official Records.**

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SCHEDULE B
Continued

12. Unrecorded leaseholds, if any; rights of parties in possession other than the vestees herein; rights of chattel Mortgagees and vendors under conditional sales contract of personal property installed on the premises herein; and the rights of tenants to remove trade fixtures.
13. A Deed of Trust to secure an indebtedness of \$455,000.00, and any other amounts as therein provided.
Recorded: February 15, 2022, as Instrument No. 2022-016137, of Official Records.
Dated: February 15, 2022
Grantor: Smokestack Jack LLC, an Idaho limited liability company
Trustee: Empire Title, LLC an Idaho limited liability company
Beneficiary: Arthur E. Brown and Diane C. Brown, husband and wife

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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.: 4106-4044983

Property Address: 508 E. 40th Street, Garden City, ID 83714

Parcel Number: R2734560160

Revision No.: 1 - TO UPDATE 8-3-23

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.: 4106-4044983

SCHEDULE A

1. Commitment Date: July 27, 2023 at 7:30 AM

2. Policy to be issued:

a. ALTA® Standard Owner's Policy

Proposed Insured: Parlay Investments LLC, an Idaho limited liability company

Proposed Amount of Insurance: \$836,334.00 Premium Amount: \$2,652.00

The estate or interest to be insured: See Item 3 below

(Premium amount reflects \$No Available credit)

b. Endorsements: Premium Amount: \$

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:

Jerry D. Wiseman, an unmarried man

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

**Commitment for Title Insurance
Idaho - 2021 v. 01.00 (07-01-2021)**

First American Title Insurance Company

May Lin Carlsen

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. If the person mentioned in Schedule A, is presently married, the spouse must join in any conveyance or encumbrance of the subject property pursuant to requirement of Chapter 10, Title 55, Idaho Code, relating to homesteads; or we must be furnished satisfactory proof that 1.) the subject property is not vestee's principal residence; 2.) the land is not claimed as homestead property; and 3.) the address of the principal residence of vestee; or proof that the vested owner is not married.
6. Evidence of the authority of the individual(s) to execute the forthcoming document for **Parlay Investments LLC**, copies of the current operating agreement should be submitted prior to closing.

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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. Any tax, fee, assessments or charges as may be levied by Garden City.
11. Right of the State of Idaho in the bed or former bed of the Boise River.
12. Any question that may arise due to the shifting and/or changing in the course of the Boise River.
13. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.
14. All matters disclosed by a record of survey recorded June 8, 2020 under recording no. [2020068758](#).
15. 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.
16. 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 September 5, 2003, as Instrument No. [103151358](#), Affidavit Lack of Probate recorded February 17, 2016, as Instrument No. [2016013046](#) and Quitclaim Deed recorded February 28, 2019, as Instrument No. [2019015965](#), Records of Ada 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.:	R2734560160
Code Area:	06
Amount:	\$ 3,280.38
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 Ada, State of Idaho, and is described as follows:

LOTS 17 AND 18 IN BLOCK 2 OF FAIRVIEW ACRES SUBDIVISION NO. 7, ACCORDING TO THE PLAT THEREOF, FILED IN [BOOK 12 OF PLATS AT PAGE 686](#), RECORDS OF ADA COUNTY, IDAHO.

APN: R2734560160

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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 EXTRACONTRACTUAL 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

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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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.

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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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

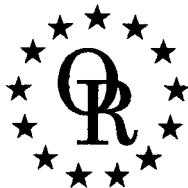
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration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

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ALTA Commitment for Title Insurance



Issued By Old Republic National 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

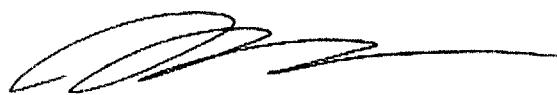
Pioneer Title Company of Ada County
8151 W. Rifleman Street
Boise, ID 83704

*Authorized Agent for Old Republic National
Title Insurance Company*

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *Mark A. Bissell* President
Attest *David Wold* Secretary


Authorized Signatory

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

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

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

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>.



Title Insurance Commitment
Second Amended Report

Policy Issuing Agent For:
Old Republic National Title Insurance Company
Issuing Agent: Pioneer Title Company of Ada County
Issuing Office: 8151 W. Rifleman Street

File No.: 672060
Reference No.:

Schedule A

1. Commitment Date: June 12, 2019 7:30AM

2. Policy or Policies to be issued:

(a) 2006 ALTA Owner's Policy - Standard	\$3,075,000.00	\$6,063.00
Proposed Insured: Vida Properties, LP, an Idaho limited partnership		
Endorsements:		\$250.00
17-06 \$100.00		
18-06 \$50.00		
26-06 \$50.00		
39-06 \$50.00		

Inspection Fee: N/A

(b) 2006 ALTA Lender's Policy - Extended

Proposed Insured:	\$0.00
Endorsements:	\$0.00

Inspection Fee: N/A

3. The estate or interest in the land described or referred to in this Commitment is:
FEE SIMPLE
4. Title to the estate or interest in the land is at the Effective Date vested in:
Urban Willow LLC
5. The land referred to in this Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Old Republic National Title Insurance Company

Authorized Signatory

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

Schedule B-I

ALTA COMMITMENT

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. N/A

Schedule B-II

ALTA COMMITMENT

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:

General Exceptions:

1. 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.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (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.
7. 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.

(General Exceptions 1 through 7 will not appear as printed Exceptions on Extended Coverage Policies or the ALTA Homeowners Policy)

Special Exceptions:

8. INTENTIONALLY DELETED

9. INTENTIONALLY DELETED

10. INTENTIONALLY DELETED

11. INTENTIONALLY DELETED

12. General taxes for the year 2019, which are liens and are not yet due and payable.

Parcel No.: 06 [R2734520787](#)

13. General taxes for the year 2019, which are liens and are not yet due and payable.

Parcel No.: 06 [R2734520806](#)

14. General taxes for the year 2019, which are liens and are not yet due and payable.

Parcel No.: 06 [R2734520808](#)

15. General taxes for the year 2019, which are liens and are not yet due and payable.

Parcel No.: 06 [R2734520810](#)

16. Sewer charges and special assessments, if any, for the City of Garden City.

Fax: (208) 472-2996

17. Liens and assessments of the following district and the rights and powers thereof as provided by law.

District: Fairview Acres Water Users Association

Ph: (208) 631-2017

18. INTENTIONALLY DELETED

19. Right of the State of Idaho in and to the portion of said premises, if any, lying in the bed or the former bed of the Boise River.

20. Any adverse claim based upon the assertion that:

A. Said land or any part thereof is now or at any time has been below the ordinary high water mark of the Boise River

B. Some portion of said land has been created by artificial means or has accreted to such portion so created

C. Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Boise River, or has been formed by accretion to such portion so created.

21. Covenants, conditions, restrictions and easements as set forth on the plat.

Name of Plat: Fairview Acres Subdivision No. 3

Book/Page: [11/617](#)

22. Covenants, conditions, restrictions and easements contained in Deed.

Recorded: March 30, 1951

Instrument No.: [316004](#)

Affects: Lots 27, 28 & 29 Blk 15 Fairview Acres Sub No. 3

23. Covenants, conditions, restrictions and easements contained in Deed.

Recorded: January 7, 1955

Instrument No.: [370456](#) in Book 396 Deeds at Page 453

Affects: Lot 30 Blk 15 Fairview Acres Sub No. 3

24. Terms, conditions, and provisions of an Agreement between Garden City and Boise City for Acquisition of Right-of-Way between 42nd Street and the Broadway Chinden Connector along the Boise River for the purposes of Sewer Line and Bike Path Construction:

Between: Boise City and Garden City

Dated: September 4, 1990

Recorded: September 10, 1990

Instrument No.: [9048778](#)

25. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein

In Favor of: City of Garden City

Recorded: February 27, 1997

Instrument No.: [97015421](#)

26. Matters disclosed by Record of Survey

Survey No.: 8235

Recorded: March 4, 2008

Instrument No.: [108025409](#)

27. Any loss or claim resulting from ambiguity in the northeasterly boundary line of the legal description of Parcel 8. Record of Survey Instrument No. [108025409](#) appears to survey less property than appears to be attempted to be described and fails to locate the Government Dyke and the 30-foot road right of way running along the Dyke. Also, the Assessor's Map appears to also include less property.

28. A Deed of Trust to secure an indebtedness of \$1,750,000.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.

Dated: August 15, 2018

Grantor: Urban Willow LLC, an Idaho limited liability company

Trustee: Pioneer Title Company

Beneficiary: Richard M. Phillips, an unmarried person

Recorded: August 17, 2018

Instrument No.: [2018-077939](#)

29. Subject to those additional items which may be required by Old Republic National Title Insurance Company, following a review of this report.

End of Exceptions

NOTE: The County Records and/or the City Engineer's Office show the address to be:

501 East 41st Street, Garden City, ID 83714

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee may be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

EXHIBIT A

PARCEL 1:

The Southwesterly 40 feet of the Northwesterly 100 feet of Lot 29 in Block 15 of Fairview Acres Subdivision No. 3, according to the official plat thereof, filed in Book 11 of Plats at Page 617, records for Ada County, Idaho.

PARCEL 2:

The Northeasterly 60 feet of the Northwesterly 100 feet of Lot 29 in Block 15 of Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, records for Ada County, Idaho.

PARCEL 3:

Lot 30 in Block 15 of Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, records for Ada County, Idaho.

PARCEL 4:

Lot 29 in Block 15 of Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, records of Ada County, Idaho,

EXCEPT the Northwesterly 100 feet thereof, being adjacent to 41st Street.

PARCEL 5:

Lot 28 in Block 15 of Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, official records of Ada County, Idaho,

EXCEPT a portion thereof described as follows:

BEGINNING at a point on the lot line between Lots 29 and 28 adjacent to and on the right of way line of 41st Street; thence Southeasterly along said lot line 100 feet to a point; thence at an angle of 90° Northeasterly 70 feet to a point; thence at an angle of 90° Northwesterly 100 feet to a point on the right of way line of 41st Street; thence Southwesterly 70 feet along the said right of way line to the POINT OF BEGINNING.

PARCEL 6:

Lot 27 in Block 15 of Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, records of Ada County, Idaho.

PARCEL 7:

A portion of Lot 28 in Block 15 of Fairview Acres Subdivision No. 3, according to the plat thereof filed in Book 11 of Plats at Page 617, records of Ada County, Idaho,

BEGINNING at a point on the lot line between Lots 29 and 28 adjacent to and on the right of way line of 41st Street; thence Southeasterly along said lot line 100 feet to a point; thence at an angle of 90° Northeasterly 70 feet to a point; thence at an angle of 90° Northwesterly 100 feet to a point on the right of way line of 41st Street; thence Southwesterly 70 feet along the said right of way line to the POINT OF BEGINNING.

PARCEL 8:

A portion of land being adjacent to Government Lot 8 of Section 32, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho, being that area lying between Lot 27 in Block 15 of Fairview Acres Subdivision No. 3, as the same appears on the plat thereof, filed in Book 11 of Plats, Page 617, records of Ada County, Idaho, and the Government Dyke along Boise River and between the Southeasterly line of Lot 27 extended and the Southeasterly line of the right of way of 41st Street Extended.

EXCEPT for a 30-foot road right of way running along the Dyke.

FACTS**WHAT DOES OLD REPUBLIC TITLE
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?	<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"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
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 Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title 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. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer 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: <ul style="list-style-type: none"> Sharing for affiliates' everyday business purposes - information about your creditworthiness Affiliates from using your information to market to you Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <i>Old Republic Title doesn't jointly market.</i>

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				