



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: September 16, 2024 **File No.:** 649780

Property: 34754 Highway 41, Oldtown, ID 83822

Buyer/Borrower: The Towers, LLC

Seller: Robert C. Custer, an unmarried man and The heirs and devisees of Tiki D. Wiese, deceased, their interest being subject to the administration of the estate of said decedent.

In connection with the above referenced transaction, we are providing you with the following contact information. Enclosed please find your Title Commitment.

Buyer/Borrower
The Towers, LLC

Seller: Robert C. Custer, an unmarried man and
The heirs and devisees of Tiki D. Wiese,
deceased, their interest being subject to the
administration of the estate of said decedent.

Yes, it matters where you close.



Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Escrow Officer

Title Officer

Nick Schug
nick.schug@alliancetitle.com
(208) 895-7916
250 S 5th St., Ste. 100
Boise, ID 83702

Email escrow closing documents to:



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer “Yes” to any of the following:

- ❖ **Will you be using a Power of Attorney?**
- ❖ **Are any of the parties in title incapacitated or deceased?**
- ❖ **Has a change in marital status occurred for any of the principals?**
- ❖ **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**
- ❖ **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver’s license or other valid government issued photo I.D.



Title Fees & Breakdown

Coverage

Sales Price		\$250,000.00		
Owners Coverage		Standard Coverage	X	Extended Coverage
Loan Amount				
Loan Coverage		Standard Coverage		Extended Coverage
Underwriter		Chicago Title Insurance Company		

Title Policy Calculations For Disclosure

Product	CD Disclosed Premiums	Actual Premiums	Premium Adjustments
Loan Policy	\$0.00	\$0.00	(Simultaneous Issue Credit) \$0.00
Owner's Policy	\$1,842.00	\$1,842.00	(Short Term Discount. – If Any) \$0.00

Other Borrower Fees

Endorsements:	
Inspection Fee	
Additional Chain	
Closing Protection Letter	

Recording Fees

Idaho	\$15 for a Deed less than 30 pages. \$45 for a Deed of Trust/Mortgage with less than 30 pages. Otherwise, \$10 for the first page, \$3 for each additional page
Montana	\$8.00 per page for a standard/conforming document. Add an additional \$10.00 per document if the document is non-conforming (outside the required margins etc.)
Washington	\$203.50 for the first page of a Deed and \$204.50 for the first page of a Deed of Trust with, \$1 for each additional page
Wyoming	\$12 for the first page, \$3 for each additional page
E-File Fees	
Idaho	An additional \$4.75 per document in Idaho
Washington	An additional \$5.00 (plus sales tax) per document in Washington
Wyoming, and Montana	An additional \$5.00 per document in Wyoming & Montana



CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO 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, Chicago 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 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By:

Michael J. Nolan
President

ATTEST:

Marjorie Nemzura
Secretary

This page is only a part of a 2021 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; and a countersignature by the Company or its issuing agent that may be in electronic form.





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.

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 shall not be liable for any other amendment to this Commitment.

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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 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 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.

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. 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.

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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.

11. ARBITRATION

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

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY

Chicago Title Insurance Company

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

Issuing Agent: Alliance Title & Escrow, LLC

Issuing Office: 250 S 5th St., Ste. 100, Boise, ID 83702

Issuing Office's ALTA® Registry ID: 0050412

Loan Number:

Issuing Office File Number: 649780

Property Address: 34754 Highway 41, Oldtown, ID 83822

Revision Number: 3, to add parcel 2, to update vesting, to add requirements 13-15, to add notes J & K, to add exceptions 21-33

1. Commitment Date: September 5, 2024 at 7:30 A.M

2. Policy to be issued:

(a) 2021 ALTA® Owner's Policy

☐

Standard

☒

Extended

Amount: \$250,000.00

Premium: \$1,842.00

Endorsements:

Proposed Insured:

The Towers, LLC

(b) 2021 ALTA® Loan Policy

☐

Standard

☐

Extended

Amount:

Premium: \$0.00

Endorsements:

Proposed Insured:

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:

Robert C. Custer, an unmarried man, as to Parcel 1
and

The heirs and devisees of Tiki D. Wiese, deceased, their interest being subject to the administration of the estate of said decedent, as to Parcel 2

5. The Land is described as follows:

See Attached Exhibit 'A'

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Chicago Title Insurance Company

Countersigned By:

Nick Schug

Authorized Signatory

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72C170B

ALTA Commitment for Title Insurance (7-1-21)

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File No.: 649780

AMERICAN
LAND TITLE
ASSOCIATION



Exhibit 'A'

Parcel 1

The South Half of the North Half of the Northeast Quarter of the Southeast Quarter of Section 12, Township 55 North, Range 6 West, Boise Meridian, Bonner County, Idaho.

EXCEPTING THEREFROM right of way of State Highway No. 41.

ALSO EXCEPTING THEREFROM any manufactured or mobile home located thereon.

Parcel 2

The West half of the West half of the South half of the Northeast Quarter of the Southeast Quarter of Section 12, Township 55 North, Range 6 West of the Boise Meridian, Bonner County, Idaho.

EXCEPTING THEREFROM any house trailers or mobile homes located on said land.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY Chicago Title Insurance Company

REQUIREMENTS:

File Number: 649780

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. Furnish recording instructions, completed and executed, when forwarding your encumbrances for recording. This transaction was ordered as a title only transaction and provides for no escrow services. As a result the following services are not provided:
Any curative action regarding items either shown in Schedule B or made as a requirement herein will be the responsibility of the originating party. Alliance Title & Escrow, LLC will not request payoff statements or facilitate the satisfaction of any monetary obligation of the borrower in this transaction. No funds will be deposited with Alliance Title & Escrow, LLC and it will not act as closing agent for loan documentation purposes.
Alliance Title & Escrow, LLC will not prepare a HUD-1/Settlement Statements in association with this transaction.
Note: In the event that any of the above requirements are not satisfied at the time of recording and we are authorized by the recording instructions to record your encumbrance with these requirements as "To come" items, they will be inserted in Schedule B of the title insurance policy as exceptions to the policy.
Please be aware that Idaho recording fees are \$19.75 for a Deed and \$49.75 for a mortgage or Deed of Trust under 30 pages
Important: All Remote Online Notary (RON) signings must be facilitated by an underwriter approved platform. This information (platform utilized) must be submitted prior to signing/closing for approval. Failure to do so may result in delayed recordings and/or the inability to insure the transaction.
All documentation regarding the above referenced order, including the recording package, should be sent directly to Alliance Title & Escrow, LLC at the following address: 250 S 5th St., Ste. 100, Boise, ID 83702
6. The company will require a copy of articles of organization, operating agreements, if any, and a current list of its members and managers for The Towers, LLC, a limited liability company.
7. The company will require a copy of certificate of registration for The Towers, LLC, limited liability company.
8. **The parties to be insured herein must acknowledge that they have read Paragraph 19, Schedule B: and that the title insurance policy, when issued will not insure against the lack of a right of access to and from the land.**
9. A full copy of any unrecorded lease must be submitted to us, together with all supplements, assignments, and amendments, before issuing any policy of title insurance. The company recognizes that the anticipated policy shall be for a leasehold interest. The company will require recording of a memorandum of lease for insuring the leasehold interest.
10. The company will require completion of an extended coverage affidavit and indemnity by the owners of the property herein described.
11. The company will require an accurate legal description of the subject property.

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12. The company will require that an ALTA/NSPS survey of the land be submitted. It is recommended that the surveyor contact this company prior to starting the survey.
13. Because of the provision of the Idaho Homestead law, The company will require:
- (a) The personal execution and acknowledgment of any deed, deed of trust, mortgage or special power of attorney to convey or encumber the homestead by the vested owner and spouse, if any. (or)
 - (b) An affidavit, signed by the vested owner and spouse which states (i) that the land described herein is not their principal residence; (ii) the land is not claimed as homestead property; and (iii) their principal residence is (And if applicable, the vested owner is not married.)
14. The company will require the determination of the marital status of the vestee named herein on the date of acquiring title. If the vestee was then unmarried, or married to the spouse joining in the execution of the forthcoming instrument, recital therein of that fact will be sufficient.
Vestee: Tiki D. Wiese.
Date of Acquiring Title: August 11, 1997
15. It has come to our attention that there is a manufactured home situated on the Land covered by this commitment. In order for the company to insure the manufactured home as a part of the land, the company will require:
- (a) A 'Statement of Intent to Declare Manufactured Home Real Property' be recorded.
 - (b) Verification that the tax assessor will assess the mobile home as real property: and
 - (c) A cancellation of the certificate of title by the Department of Motor Vehicles.

NOTES:

- A. Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
- B. This Company reserves the right to add additional requirements and exceptions, as the details of this transaction are disclosed to, or become known by the Company.
- C. Intentionally deleted.
- D. We find no activity in the past 24 months regarding transfer of title to subject property. We note the following transfer of title to subject property:
Warranty Deed
Grantor: Jesse G. Mays, III, and Sherry D. Mays, husband and wife
Grantee: Robert C. Custer, an unmarried man
Recorded: July 6, 2012
Instrument No.: [828784](#)
Affects: Parcel 1
- E. As of the date hereof there are no matters against The Towers, LLC which would appear as exceptions in the policy to issue, except as shown herein.
- F. Intentionally deleted.
- G. Taxes, including any assessments collected therewith, for the year shown below are paid:
Amount: \$693.36
Year: 2023
Parcel No.: [RP55N06W127280](#)
Affects: Parcel 1
- H. Intentionally deleted.

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- I. In the event this transaction fails to close and this commitment is cancelled a fee may be charged complying with the state insurance code.

According to the available County Assessor's Office records, the purported address of said land is:

[34754 Highway 41, Oldtown, ID 83822](#)

Bare Land, Oldtown, ID 83822

We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Nick Schug, whose direct line is (208) 895-7916.

- J. We find no activity in the past 24 months regarding transfer of title to subject property. We note the following transfer of title to subject property:

Warranty Deed

Grantor: George R. Maltby and Virginia M. Maltby, husband and wife

Grantee: Tiki D. Wiese

Recorded: August 11, 1997

Instrument No.: [508558](#)

Affects: Parcel 2

- K. Taxes, including any assessments collected therewith, for the year shown below are paid:

Amount: \$632.66

Year: 2023

Parcel No.: [RP55N06W127540A](#)

Affects: Parcel 2

A copy of our Privacy Policy is available on our website, via email, or paper format upon request. Please contact your Title Officer if you would like to request a copy of our Privacy Policy.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY Chicago Title Insurance Company

EXCEPTIONS:

File Number: 649780

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. 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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not 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 or easements appurtenant to 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 public 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 of such proceedings, whether or not shown by the records of such agency or by the public records.

The following matters affect Parcel 1:

8. Taxes, including any assessments collected therewith, for the year 2024 which are a lien not yet due and payable.
9. Lien for any taxes deferred by virtue of the designation of the insured Land or any portion thereof as forest lands as provided in Section 63- 1701 et seq, Idaho Code.
10. Taxes which may be assessed and extended on any subsequent roll for the tax year 2023, with respect to the structure(s) as defined in 63-201 I.C. as billboards and/or cell towers located upon said property, which may not be included on the regular assessment roll and which are a lien not yet due and payable.
11. Ditch, road and public utility easements as the same may exist over said Land.
12. Right, title and interest of the public in and to those portions of the Land lying within roads or highways.

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13. Negative easements, conditions, restrictions, and access rights contained in the deed to the State of Idaho.
Recorded: April 16, 1941
[Book: 64 of Deeds, Page: 16](#)
14. Intentionally deleted.
15. Intentionally deleted.
16. Intentionally deleted.
17. The Land described in this commitment/policy shall not be deemed to include any house trailer or mobile home standing on the Land.
Affects: Parcel 1
18. Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.
19. Notwithstanding Paragraph 4 of the covered risks of this policy, this policy does not insure against loss arising by reason of any lack of a right of access to and from the land by current means of access pursuant to the Aerial Map driveway is on Parcel 1 and no easement or agreement was found of public record to allow for a shared driveway.
20. Memorandum of Option to Lease and the terms and conditions contained therein
Between: Robert Custer, a single man ("Landlord")
And: The Towers, LLC, a Delaware limited liability company ("Tenant")
Purpose: Option to lease the Premises
Recorded: January 24, 2024
Instrument No.: [1029805](#)

The following matters affect Parcel 2:

21. Taxes, including any assessments collected therewith, for the year 2024 which are a lien not yet due and payable.
22. Taxes which may be assessed and extended on any subsequent roll for the tax year 2024, with respect to the structure(s) as defined in 63-201 I.C. as billboards and/or cell towers located upon said property, which may not be included on the regular assessment roll and which are a lien not yet due and payable.
23. Negative easements, conditions, restrictions, and access rights contained in the deed to the State of Idaho.
Recorded: April 16, 1941
[Book 64 of Deeds, Page 16](#)
24. An easement for the purpose shown below and rights incidental thereto as disclosed in a document:
Purpose: Ingress, egress and utilities
Recorded: September 19, 1985
Instrument No.: [308777](#)
25. An easement for the purpose shown below and rights incidental thereto as disclosed in a document:
Purpose: Ingress and egress and utilities service
Recorded: October 23, 1987
Instrument No.: [341585](#)
26. An easement for the purpose shown below and rights incidental thereto as disclosed in a document:
Purpose: Ingress, egress and utilities
Recorded: August 11, 1997
Instrument No.: [508558](#)
27. Notice of Land Division
Recorded: December 24, 1997
Instrument: No. [516583](#)
28. The Land described in this commitment/policy shall not be deemed to include any house trailer or mobile home standing on the premises.

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29. The possible community property interest of the spouse, if any, of the vestee named herein if such vestee was married at the date of acquiring title under the documents set forth herein. The official records do not disclose the marital status of such person.
Vestee: Tiki D. Wiese.
Document: Warranty Deed.
Dated: August 11, 1997.
Recorded: August 11, 1997.
Instrument No.: [508558](#).
30. Right, title and interest of the spouse of the party vested in title, if married at the time of acquiring title and any matters which may appear against the spouse.
31. Right, title and interest of Grantee shown below on Tax Deed referenced below:
Grantor: Bonner County Treasurer
Grantee: Bonner County, Idaho
Recorded: May 20, 2015
Instrument/File No. [873699](#)
32. Right, title and interest of Grantee shown below on the Deed of County Property referenced below:
Grantor: County of Bonner, State of Idaho
Grantee: Robert Custer.
Recorded: July 22, 2016
Instrument/File No. [892149](#)
33. Notwithstanding Paragraph 4 of the covered risks of this policy, this policy does not insure against loss arising by reason of any lack of a right of access to and from the land.

END OF SCHEDULE B

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