



Enclosed: Preliminary Title Commitment

Property: 3099 W Moore Street, Boise, ID 83702 **Date:** December 20, 2021
3101 W Moore Street, Boise, ID 83702
3113 W Moore Street, Boise, ID 83702
3119 W Moore Street, Boise, ID 83702

County: Ada **Order No:** 14361EID

Reference: /Boise City Housing Authority, an Idaho public corporate and politic

THIS INFORMATION IS NOT PART OF THE PRELIMINARY TITLE COMMITMENT. YOU SHOULD READ THE PRELIMINARY TITLE COMMITMENT VERY CAREFULLY

Your Escrow Team:

Staff	Email	Phone No
Not Applicable	Escrow Officer	
Not Applicable	Escrow Assistant	

Your Title Team:

Staff	Email	Phone No
Tara Howell	Title Examiner THowell@empiretitleidaho.com	208-947-1105

For any questions on your report, please contact us at 208-433-1021 *during business hours* Monday through Friday from 8:30 AM to 5:00 PM MST or email us at title@empiretitleidaho.com

Send new orders to orders@empiretitleidaho.com



ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Empire Title, LLC, issuing agent for
Westcor Land Title Insurance Company

WESTCOR LAND TITLE INSURANCE COMPANY

[Handwritten signature of Kris Miller]

COUNTERSIGNED: Kris Miller
Authorized Officer or Agent
Please direct all inquires and correspondence to:
Empire Title, LLC
Escrow Officer: Not Applicable
Phone: 208-433-1021



By: [Handwritten signature of Mary O'Donnell]
President

Attest: [Handwritten signature]
Secretary

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; and signed by the Company or its issuing agent that may be in electronic form.



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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed 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.

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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.
- (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>.

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE A

Transaction Identification Data for reference only:

Issuing Agent: Empire Title and Escrow
Commitment No.: 14361EID
Property Address: 3099 W Moore Street, Boise, ID 83702
3101 W Moore Street, Boise, ID 83702
3113 W Moore Street, Boise, ID 83702
3119 W Moore Street, Boise, ID 83702

Revision No.: N/A

1. Commitment Date: **December 13, 2021, 09:00 am**

2. Policy to be issued:

(a) 2006 ALTA® Standard Owners Coverage Policy

Amount: TBD
Premium: \$800.00

Endorsements:

Proposed Insured: **Boise City Housing Authority, an Idaho public corporate and politic**

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple**

4. The title is, at the Commitment Date hereof vested in:
Boise City Housing Authority, an Idaho public body corporate and politic

5. The land is described as follows:
SEE ATTACHED EXHIBIT "A"

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land 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.

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EXHIBIT "A"

Tract A:

A portion of Lot 47 of the Amended Plat of Hester A. Davis Addition, according to the plat thereof, filed in Book 9 of Plats at Page 415, as shown on that certain Record of Survey No. 11531, recorded as [Instrument No. 2018-084954](#), in the Office of the Recorder, Ada County, Idaho, Located In the Northwest Quarter of Section 4, Township 3 North, Range 2 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a found brass cap monument marking the Northwest corner of said Northwest Quarter (Section Corner common to Sections 4 and 5, Township 3 North, Range 2 East and Sections 32 and 33, Township 4 North, Range 2 East) from which a found aluminum cap monument marking the southwest corner of said Northwest Quarter (1/4 corner common to Sections 4 and 5) bears S. 0°03'06" W. a distance of 2678.47 feet;

Thence S. 50°09'12" E., 1,295.21 feet to the most northwesterly corner of Lot 44 of said Amended Plat of Hester A. Davis Addition, a point on the centerline of W. Moore Street;

Thence along the northwesterly boundary of said Lot 44, S. 43°17'01" W., 30.00 feet to a found 1/2 inch rebar with cap stamped "LS 2471" marking a point on the southwesterly right-of-way of said W. Moore Street as shown on the Frank Davis Addition, filed in [Book 5 of Plats at Page 231](#); Thence along said southwesterly right-of-way, S. 46°37'34" E., 287.24 feet to a found 5/8 inch rebar with plastic cap stamped "PLS 11574" marking a point on the line common to Lot 46 and said Lot 47;

Thence S. 43°49'10" W., 144.00 feet to a found 5/8 inch rebar with plastic cap stamped "PLS 11574" marking the POINT OF BEGINNING;

A. Thence leaving the common line to said Lots 46 and 47, S. 46°37'34" E., 45.69 feet parallel with the centerline of Moore Street to a found 5/8 inch rebar with plastic cap stamped "PLS 11574" at a point 52.00 feet northwesterly, when measured at right angles to the line common to said Lot 47 and Lot 48;

B. Thence parallel with the line common to said Lot 47 and Lot 48, S.43°36'24" W, 66.00 feet to a found 5/8 inch rebar with cap stamped "PLS 11574" at a point 52.00 feet northwesterly, when measured at right angles to the line common to said Lots 47 and 48;

C. Thence S. 46°37'34" E., 52.00 feet and parallel with the centerline of Moore Street to a found 5/8 Inch rebar with plastic cap stamped "PLS 11574" on the line common to said Lots 47 and 48;

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule A

D. Thence along the line common to said Lots 47 and 48, S.43°36'24" W., 163.43 feet to a found 5/8 inch rebar with plastic cap stamped "PLS 11574" marking the northerly boundary of Vails Second Subdivision, filed in [Book 11 of Plats at Page 584](#), records of Ada County, Idaho;

E. Thence along said northerly boundary and northerly boundary extended, N. 89°46'43" W., 136.07 feet to a found 5/8 inch rebar with plastic cap stamped "PLS 5082" on the line common to said Lots 46 and 47;

F. Thence along the line common to said Lots 46 and 47, N. 43°49'10" E., 322.51 feet to the POINT OF BEGINNING.

Tract B:

A portion of Lot 46 of the Amended Plat of Hester A. Davis Addition, according to the plat thereof, filed in [Book 9 of Plats at Page 415](#), as shown on that certain Record of Survey No. 11531, recorded as [Instrument No. 2018-084954](#), in the Office of the Recorder, Ada County, Idaho. Located in the Northwest Quarter of Section 4, Township 3 North, Range 2 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a found brass cap monument marking the Northwest corner of said Northwest Quarter (Section Corner common to Sections 4 and 5, Township 3 North, Range 2 East and Sections 32 and 33, Township 4 North, Range 2 East) from which a found aluminum cap monument marking the southwest corner of said Northwest Quarter (1/4 corner common to Sections 4 and 5) bears S. 0°03'06" W. a distance of 2678.47 feet;

Thence S. 50°09'12" E., 1,295.21 feet to the most northwesterly corner of Lot 44 of said Amended Plat of Hester A. Davis Addition, a point on the centerline of W. Moore Street;

Thence along the northwesterly boundary of said Lot 44, S. 43°17'01" W., 30.00 feet to a found 1/2 inch rebar with plastic cap stamped "LS 2471" marking a point on the southwesterly right-of-way of said W. Moore Street;
Thence along said southwesterly right-of-way, S. 46°37'34" E., 197.12 feet to a found 1/2 inch rebar with plastic cap stamped "PLS 11574" marking a point on the line common to Lot 45 and said Lot 46, the POINT OF BEGINNING.

A. Thence continuing along said southwesterly right-of-way, S. 46°37'34" E., 90.12 feet to a found 5/8 inch rebar with plastic cap stamped "PLS 11574" marking a point on the line common to said Lot 46 and Lot 47;

B. Thence along the line common to said Lots 46 and 47, S. 43°49'10" W, 466.51 feet to a found 5/8 inch rebar with plastic cap stamped "PLS 5082" marking a point on the northeasterly right-of-way of N. Whitewater Park Blvd;

C. Thence along said northeasterly right-of-way, N. 13°07'41" W., 102.74 feet to a found 1/2 inch rebar with plastic cap stamped "PLS 11574" marking a point on the line common to said Lots 45 and 46;

D. Thence along the line common to said Lots 45 and 46, N. 43°15'32" E., 409.80 feet to the POINT OF BEGINNING.

Tract C:

A portion of Lot 45 of the Amended Plat of Hester A. Davis Addition, according to the plat thereof, filed in [Book 9 of Plats at Page 415](#), as shown on that certain Record of Survey No. 11531, recorded as [instrument No. 2018-084954](#), in the Office of the Recorder, Ada County, Idaho. Located in the Northwest Quarter of Section 4, Township 3 North, Range 2 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a found brass cap monument marking the Northwest corner of said Northwest Quarter

(Section Corner common to Sections 4 and 5, Township 3 North, Range 2 East and Sections 32 and 33, Township 4 North, Range 2 East) from which a found aluminum cap monument marking the southwest corner of said Northwest Quarter (1/4 corner common to Sections 4 and 5) bears S. 0°03'06" W. a distance of 2678.47 feet;

Thence S. 50°09'12" E., 1,295.21 feet to the most northwesterly corner of Lot 44 of said Amended Plat of Hester A. Davis Addition and a point on the centerline of W. Moore Street;

Thence along the northwesterly boundary of said Lot 44, S. 43°17'01" W., 30.00 feet to a found 1/2 inch rebar with plastic cap stamped "LS 2471" marking a point on the southwesterly right-of-way of said W. Moore Street;

Thence along said southwesterly right-of-way, S. 46°37'34" E, 101.81 feet to a set 1/2 inch rebar with plastic cap stamped "FLSI PLS 7612" marking a point on the line common to said Lots 44 and 45 and being the POINT OF BEGINNING.

A. Thence continuing along said southwesterly right-of-way, S. 46°37'34" E., 95.31 feet to a found 1/2 inch rebar with plastic cap stamped "PLS 11574" marking a point on the line common to said Lot 45 and Lot 46;

B. Thence along the line common to said Lots 45 and 46, S.43°15'32" W., 409.80 feet to a found 1/2 inch rebar with plastic cap stamped "PLS 11574" marking a point on the northeasterly right-of-way of N. Whitewater Park Blvd;

C. Thence along said northeasterly right-of-way, N. 13°07'41" W., 114.53 feet to a found 1/2 inch rebar with plastic cap stamped "PLS 11574" marking a point on the line common to said Lots 44 and 45;

D. Thence along the line common to said Lots 44 and 45, N, 43°16'12" E., 346.59 feet to the POINT OF BEGINNING.

Tract D:

A portion of Lot 44 of the Amended Plat of Hester A. Davis Addition, according to the plat thereof, filed in Book 9 of Plats at Page 415, as shown on that certain Record of Survey No. 11531, recorded as [Instrument No. 2018-084954](#), in the Office of the Recorder, in the Office of the Recorder, Ada County, Idaho. Located in the Northwest Quarter of Section 4, Township 3 North, Range 2 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a found brass cap monument marking the Northwest corner of said Northwest Quarter (Section Corner common to Sections 4 and 5, Township 3 North, Range 2 East and Sections 32 and 33, Township 4 North, Range 2 East) from which a found aluminum cap monument marking the southwest corner of said Northwest Quarter (1/4 corner common to Sections 4 and 5) bears S. 0°03'06" W. a distance of 2678.47 feet;

Thence S. 50°09'12" E., 1,295.21 feet to the most northwesterly corner of Lot 44 of said Amended Plat of Hester A. Davis Addition and a point on the centerline of W. Moore Street;

Thence along the northwesterly boundary of said Lot 44, S. 43°17'01" W., 30.00 feet to a found 1/2 inch rebar with plastic cap stamped "LS 2471" marking a point on the southwesterly right-of-way of said W. Moore Street and being the POINT OF BEGINNING;

A. Thence along said southwesterly right-of-way, S. 46°37'34" E., 101.81 feet to a set 1/2 inch rebar with plastic cap stamped "FLSI PLS 7612" marking a point on the line common to Lots 44 and 45 of said Amended Plat of Hester A. Davis Addition;

B. Thence along said line common to Lots 44 and 45, S. 43°16'12" W., 346.59 feet to a found 1/2 Inch rebar with plastic cap stamped "PLS 11574" marking a point on the northeasterly right-of-way of N. Whitewater Park Blvd;

C. Thence along said northeasterly right-of-way, N. 13°07'41" W., 122.31 feet to a found 5/8 Inch rebar with plastic cap stamped "PLS 11574";

D. Thence along the northwesterly boundary of said Lot 44, N. 43°17'01" E., 279.08 feet to the POINT OF

BEGINNING.

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

**SCHEDULE B, PART I
Requirements**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

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. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.**
- 6. Certified copy of the Resolution by the Board of Directors of Boise City Housing Authority, an Idaho public body corporate and politic, authorizing the conveyances to be insured herein and disclosure of the officer authorized to sign on behalf of said corporation.**

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*Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part I*

7. The Company will require the following documents in order to insure a conveyance by the corporation named below:

Corporation: Boise City Housing Authority, an Idaho public body corporate and politic, a corporation

- (a) A copy of the corporation by-laws and articles
- (b) An original or certified copy of the resolution authorizing the subject transaction.
- (c) If the articles or by-laws require the approval of a “parent” organization. We will also require a copy of those by-laws and articles.

8. Furnish for review the following items: Executed Recording Instructions and Affidavit of Title and Indemnity together with any related documents for recording.

This transaction was ordered as a title only transaction and provides for no escrow services.

NOTE: In the event that any of the requirements as shown on this Commitment are not satisfied at the time of recording and we are authorized by the recording instructions to record 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 send all documentation regarding this order directly to Empire Title LLC., A Title and Escrow Co. at the following address: 2541 East Gala Street, Suite 100, Meridian, ID 83642.

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*Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part I*

SCHEDULE B, PART II
Exceptions

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

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

1. **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. **Easements or claims of easements not shown by the public records.**
4. **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.**
5. **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.**
6. **Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.**
7. **Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.**
8. **Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.**
9. **General taxes for the year 2021, which are a lien, payable on or before December 20th of said year and not delinquent until after said date.**

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part II

10. Real property taxes which may be assessed, levied and extended on any “subsequent and/or occupancy roll” with respect to improvements completed during the current tax year and previous tax years, which escaped assessment on the regular assessment roll, which are not yet due and payable.
11. 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, or notices of such proceedings whether or not shown by the records of such agency, or by the public records, which may result in taxes or assessments.
12. Liens, levies and assessments of the City of Boise. No search has been made. Telephone No. (208)384-3735 for more specific information.
13. Liens and assessments of the Boise City Canal Company Irrigation District, and the rights, powers and easements of said district as by law provided. No search has been made.
14. Ditch, road and public utility easements as same may exist over said premises.
15. 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 584](#).
16. Rights and claims in and to that portion of said premises lying within the Moore Stree right of way.
17. Rights and claims in and to that portion of said premises lying within the Whiewater Park Boulevard right of way.
18. An easement for power lines and incidental purposes in favor of Idaho Power Company, recorded July 30, 1932, as [Instrument No. In Book 13 at Page 156, of Official Records](#).
19. An easement for Right-of-Way for Laying, installing and Maintaining of Sewer Pipe ad Sewer Pipe and Sewer Lines and incidental purposes in favor of Boise City, a municipal corporation, recorded October 19, 1949, as Instrument No. 292648, of Official Records.
20. An easement for Right-of-Way for Laying, installing and Maintaining of Sewer Pipe and Sewer Lines and incidental purposes in favor of Boise City, a municipal corporation, recorded October 19, 1949, as Instrument No. 292648, of Official Records.
21. An easement for Right-of-Way for Laying, installing and Maintaining of Sewer Pipe and Sewer Lines and incidental purposes in favor of Boise City, a municipal corporation, recorded October 19, 1949, as Instrument No. 292649, of Official Records.

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22. An easement for Resolution and Right of Way Contract and incidental purposes in favor of Boise City, a municipal corporation, recorded March 26, 1976, as [Instrument No. 7611255](#), of Official Records.
23. Terms, conditions, provisions and easements set forth in that certain Resolution and Right of Way Contract between Boise City and Moore Street Properties, L.L.C., recorded September 27, 2000, as [Instrument No. 100077097](#), of Official Records.
24. Terms, conditions, provisions and easements set forth in that certain Resolution and Right of Way Contract Agreement between Boise City and James Schumacher, recorded September 27, 2000, as [Instrument No. 100077098](#), of Official Records.
25. Terms, conditions, provisions and easements set forth in that certain Resolution and Right-of-Way Contract Agreement between Boise City and Margaret A. Bradburn and Roberta M. Garrett, recorded November 7, 2000, as [Instrument No. 100089845](#), of Official Records.
26. An easement for right-of-way for locating, establishing, construction, maintaining, repairing, and operating underground sewer lines and mains and incidental purposes in favor of City of Boise City, as disclosed by a Resolution, recorded December 15, 2000, as [Instrument No. 100100548](#), of Official Records.
27. Terms, conditions, provisions and easements set forth in that certain Resolution approving the abandonment and vacation of sanitary sewer easements between City of Boise City and , recorded October 19, 2001, as [Instrument No. 101108642](#), of Official Records.
28. Terms, conditions, provisions and easements set forth in that certain Ordinance Approving the 30th St Area Urban renewal Project Urban Renewal Plan by City of Boise City, recorded December 20, 2012, as [Instrument No. 112134586](#), of Official Records.
29. An easement for the Construction and for the placement of base material, dirt, and related clean-fill creating a permanent fill slope supporting the adjacent highway and/or the construction of a permanent cut slope allowing for the stability of the embankments which adjoin the adjacent highway; and for the maintenance and repair of such slope and incidental purposes in favor of Ada County Highway District as set forth in Judgment and Decree of Condemnation, recorded April 11, 2014, as Instrument No. 114027305, of Official Records.

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30. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on by reason of the following facts shown on a Preliminary ALTA/NSPS Land Title Survey prepared by Jeff Beagley, dated April 28, 2016, Project No. 16062.
 - a. Location of irrigation ditches and irrigation pipes on property
 - b. Fences stray from property lines in multiple locations
 - c. Location of Overhead Power Line across subject property
31. Matters shown or disclosed by Record of Survey No. 10502, recorded June 1, 2016, as **Instrument No. 2016-047550**, of Official Records.
32. Matters shown or disclosed by Record of Survey No. 10984, recorded July 21, 2007, as **Instrument No. 2017-066956**, of Official Records.
33. Matters shown or disclosed by Record of Survey No. 11531, recorded September 7, 2018, as **Instrument No. 2018-084954**, of Official Records.
34. Matters shown or disclosed by Record of Survey No. 12094, recorded November 13, 2019, as **Instrument No. 2019-113022**, of Official Records.
35. Any off record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.

END OF EXCEPTIONS

FOR YOUR INFORMATION ONLY, WE PROVIDE YOU WITH THE FOLLOWING, WHICH IS A MATTER NOT WITHIN THE INSURING PROVISIONS OF THIS COMMITMENT OR THE POLICY:

NOTE: According to the records of the Assessor's/Treasurer's Office:

Re: Assessor Parcel No.: R1756000093 (Tract A)

Code Area: 01-6

General taxes for the year 2021 taxes are not assessed.

**The address for the herein described property is
3099 W Moore Street, Boise, ID 83702**

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NOTE: According to the records of the Assessor's/Treasurer's Office:

Re: Assessor Parcel No.: R1756000081 (Tract B)

Code Area: 01-6

General taxes for the year 2021 taxes are not assessed..

The address for the herein described property is

3101 W Moore Street, Boise, ID 83702

NOTE: According to the records of the Assessor's/Treasurer's Office:

Re: Assessor Parcel No.: R1756000067 (Tract C)

Code Area: 01-6

General taxes for the year 2021 taxes are not assessed.

The address for the herein described property is

3113 W Moore Street, Boise, ID 83702

NOTE: According to the records of the Assessor's/Treasurer's Office:

Re: Assessor Parcel No.: R1756000045 (Tract D)

Code Area: 01-6

General taxes for the year 2021 taxes are not assessed.

The address for the herein described property is

3119 W Moore Street, Boise, ID 83702

NOTE: ACCORDING TO OUR RECORDS, AND AS OF THE EFFECTIVE DATE OF THIS COMMITMENT, THE DEED(S) AFFECTING THE HEREIN DESCRIBED LAND WHICH HAVE RECORDED WITHIN 24 MONTHS OF SAID EFFECTIVE DATE, OR THE LAST VESTING DEED, IS (ARE) AS FOLLOWS:

Document: Special Corporate Warranty Deed

Grantor: Shoreline Plaza, Inc., an Idaho nonprofit corporation

Grantee: Boise City Housing Authority, an Idaho public body corporate and politic

Recorded: November 14, 2016

Instrument No.: 2016-110209

Re-Recorded: October 11, 2018

Instrument No.: 2018-096399

NOTE: PURSUANT TO THE STATE OF IDAHO INSURANCE REGULATIONS, A CANCELLATION FEE MAY BE CHARGED ON CANCELLED ORDERS. UNLESS OTHERWISE ADVISED, ORDERS WILL BE

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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.

NOTE: FOR A DEED OF TRUST, THE TRUSTEE SHOULD APPEAR AS FOLLOWS: Empire Title, LLC.

NOTE: WE HAVE SEARCHED OUR RECORDS FOR JUDGMENTS OR LIENS THAT MAY AFFECT THE TITLE TO THE LAND DESCRIBED IN SCHEDULE A. AS OF THE EFFECTIVE DATE OF THIS COMMITMENT WE FIND NONE, EXCEPT AS MAY BE SHOWN AS AN EXCEPTION IN SCHEDULE B.

NOTE: THE POLICY(S) OF INSURANCE MAY CONTAIN A CLAUSE PERMITTING ARBITRATION OF CLAIMS AT THE REQUEST OF EITHER THE INSURED OR THE COMPANY. UPON REQUEST, THE COMPANY WILL PROVIDE A COPY OF THIS CLAUSE AND THE ACCOMPANYING ARBITRATION RULES PRIOR TO THE CLOSING OF THE TRANSACTION.

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Notice of Privacy Policy
of
Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

AFFIDAVIT OF TITLE AND INDEMNITY

State of Idaho)
)ss
County of Ada)

The undersigned Affiant(s) does(do) hereby declare under penalty of perjury that the Affiant(s) is the owner of the land described in commitment for title insurance Order No. 14361EID and that;

1. There are no unpaid bills for labor and materials for improvements made upon said land for which a claim of lien may have been filed except;

2. Subsequent to the effective date of the above referenced commitment for title insurance there have been no judgments or federal tax liens recorded in Ada County, Idaho or any liens in favor of the State of Idaho filed in the Office of the Idaho Secretary of State against the undersigned and no petition in bankruptcy has been filed except;

3. There are no oral or written leases, agreements of sale or rights of first refusal to purchase said property except;

4. The undersigned has(have) no knowledge of any lien, defect, encumbrance, encroachment, boundary dispute or adverse claim to title other than as set in the above referenced commitment for title insurance except;

The undersigned does(do) hereby agree to indemnify, protect, defend and save harmless and designated underwriter from any loss or damages under a policy of title insurance which loss or damage has occurred from the issuance of title insurance in reliance upon the accuracy of the foregoing statements.

Dated this _____ day of _____, 20____
Boise City Housing Authority, an Idaho public
corporate and politic

By

State of Idaho

County _____

On this ____ day of _____, in the year of 2021, before me the undersigned Notary Public in and for said State, personally appeared _____, known or identified to me as the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Notary Public for _____

Residing at: _____

My Commission Expires: _____