



**First American Title Company**  
81 North Main Street/P.O. Box 42, Driggs, ID 83422  
Phone (208)354-2771 - Fax (208)354-8825

Escrow Officer:  
Title Officer: **Chris Moss**

To: **Teton County**  
**Driggs, ID 83422**

Order No.: **247065-T**

Attn:

Your Ref:

Re: Property Address: **TETON COUNTY PROPERTY, , ID**

**COMMITMENT FOR TITLE INSURANCE**

Issued by  
**FIRST AMERICAN TITLE INSURANCE COMPANY**  
Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

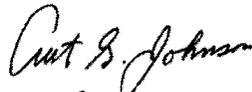
If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions.

This Commitment is not valid without Schedule A and Section 1 and 2 of Schedule B.

*First American Title Insurance Company*

BY  PRESIDENT  
 ATTEST  SECRETARY



**Countersigned**  
**First American Title Company**



## **ALTA Plain Language Commitment Form**

### **INFORMATION**

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

*The Policy contains an arbitration clause. 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 you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

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

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**FIRST COMMITMENT  
SCHEDULE A**

1. Commitment Date : **February 25, 2008 at 7:30 A.M.**

2. Policy or Policies to be issued:

	<b>Policy Amount</b>	<b>Premium Amount</b>
Owner's Policy		
Standard Owner's Policy (6/17/06) Form 1402-06	<b>\$ 3,626,000.00</b>	<b>\$ 8,032.00</b>
with applied credit of		<b>\$ None</b>
Proposed Insured:		
<b>TO BE DETERMINED</b>		
 Loan Policy		
Loan Policy (06/17/06) Form 1056-06	<b>\$ 0.00</b>	<b>\$</b>
with applied credit of		<b>\$ None</b>
Proposed Insured:		
 Endorsements:		<b>\$</b>

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date by:

**Teton County, A Political Subdivison of the State of Idaho**

4. The land referred to in this Commitment is described as follows:

**The land referred to herein is described in the Legal Description attached hereto.**

Commonly known as: TETON COUNTY PROPERTY, , ID

**Exhibit "A"**

Real property in the County of Teton, State of Idaho, described as follows:

**PARCEL 1:**

**TOWNSHIP 5 NORTH, RANGE 44 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO,  
SECTION 3: N1/2S1/2**

**PARCEL 2:**

**BEGINNING AT A POINT 66 FEET NORTH AND 1035 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, RUNNING THENCE NORTH 200 FEET; THENCE IN A NORTH-EASTERLY DIRECTION AT 65°, 1000 FEET MORE OR LESS, TO THE WEST LINE OF THE IDAHO STATE GRAVEL PIT; THENCE SOUTH 600 FEET TO THE COUNTY ROAD RIGHT OF WAY, THENCE WEST 900 FEET TO THE POINT OF BEGINNING.**

**PARCEL 3:**

**BEGINNING 903 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, AND RUNNING THENCE NORTH 00°57' EAST 500 FEET; THENCE EAST 740 FEET MORE OR LESS; THENCE SOUTH 500 FEET; THENCE WEST 747 FEET TO THE POINT OF BEGINNING.**

**PARCEL 4:****(TRACT A)**

**FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, NORTH 89°45'52" WEST, 1781.48 FEET; THENCE NORTH 1974.00 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89°56'22" WEST, 635.90 FEET; THENCE NORTH 685.00 FEET; THENCE SOUTH 89°56'22" EAST, 635.90 FEET; THENCE SOUTH 685.00 FEET TO THE POINT OF BEGINNING.**

**(TRACT B)**

**BEGINNING AT A POINT 202.6 FEET EAST FROM THE CENTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, AND RUNNING THENCE EAST 417.50 FEET; THENCE NORTH 417.50 FEET; THENCE WEST 417.50 FEET; THENCE SOUTH 417.50 FEET TO THE POINT OF BEGINNING.**

**(TRACT C)**

**BEGINNING AT A POINT 202.6 FEET EAST AND 417.50 FEET NORTH OF THE CENTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, AND RUNNING THENCE EAST 417.50 FEET; THENCE NORTH 260.10 FEET; THENCE WEST 417.50 FEET; THENCE SOUTH 260.10 FEET TO THE POINT OF BEGINNING.**

**PARCEL 5:**

**COMMENCING AT THE EAST QUARTER CONER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, AND RUNNING THENCE NORTH 208.71 FEET; THENCE WEST 417.42 FEET; THENCE SOUTH 208.71 FEET; THENCE EAST 417.42 FEET TO THE PLACE OF BEGINNING.**

**PARCEL 6:**

**(TRACT A)**

**BEGINNING AT THE NORTHWEST CORNER OF LOT 2 BLOCK 25, DRIGGS ORIGINAL TOWNSITE, THENCE RUNNING EAST 181 FEET; THENCE SOUTH 107.25 FEET; THENCE WEST 181 FEET; THENCE NORTH 107.25 FEET TO THE PLACE OF BEGINNING.**

**(TRACT B)**

**BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 25, DRIGGS ORIGINAL TOWNSITE, AND RUNNING THENCE SOUTH 107.25 FEET; THENCE WEST 50 FEET; THENCE NORTH 107.25 FEET; THENCE EAST 50.00 FEET TO THE POINT OF BEGINNING.**

**LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 25, DRIGGS TOWNSITE, AND RUNNING THENCE SOUTH TO A POINT 36 FEET SOUTH OF THE SOUTH SIDE OF THE TRIPLE A BUILDING, LOCATED THEREON; THENCE WEST TO A POINT DIRECTLY SOUTH OF THE SOUTHWEST CORNER OF THE FUEL ROOM ON THE SOUTH SIDE OF THE SAID BUILDING; THENCE NORTH TO SAID CORNER OF SAID FUEL ROOM; THENCE WEST 12 FEET; THENCE NORTH TO THE SOUTH SIDE OF THE TRIPLE A BUILDING; THENCE WEST TO THE SOUTHWEST CORNER OF SAID BUILDING; THENCE NORTH TO THE SOUTH SIDE OF THE WEST ENTERANCE TO SAID BUILDING; THENCE WEST 8 FEET; THENCE NORTH TO THE NORTH BOUNDARY LINE OF SAID LOT 2; THENCE EAST TO THE POINT OF BEGINNING.**

**(TRACT C)(EASEMENT ESTATE)**

**A NON-EXCLUSIVE PERPETUEAL EASEMENT FOR INGRESS AND EGRESS ALONG AND ACROSS ALL OF THE CERTAIN LAND DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 25, DRIGGS ORIGINAL TOWNSITE AND THENCE RUNNING EAST 25 FEET; THENCE SOUTH 107.25 FEET; THENCE WEST 25 FEET; THENCE NORTH 107.25 FEET TO THE POINT OF BEGINNING.**

**PARCEL 7:**

**(TRACT A)**

**BEGINNING 16.5 FEET SOUTH AND 428.5 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, RUNNING THENCE WEST 100 FEET; THENCE SOUTH 198 FEET; THENCE EAST 100 FEET; THENCE NORTH 198 FEET TO THE POINT OF BEGINNING.**

**(TRACT B)**

**COMMENCING AT THE SOUTHEAST CORNER OF LOT 21 OF BLOCK 1 OF DRIGGS MAIN STREET ANNEX, RUNNING THENCE WEST 215 FEET TO THE SOUTHWEST CORNER OF LOT 14 OF SAID BLOCK; THENCE SOUTH 82.5 FEET; THENCE EAST 215 FEET; THENCE NORTH 82.5 FEET TO THE POINT OF BEGINNING.**

**(TRACT C)**

**LOTS 18 TO 25 INCLUSIVE IN BLOCK 2, DRIGGS MAIN STREET ANNEX, TETON COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF.**

**(TRACT D)**

**BEGINNING 16.5 FEET SOUTH AND 328.5 FEET WEST OF THE NORTHEAST CORNER OF THE SE1/4SW1/4, SECTION 26, TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, RUNNING THENCE WEST 100 FEET; THENCE SOUTH 198 FEET; THENCE EAST 115 FEET; THENCE NORTH 125 FEET; THENCE WEST 15 FEET; THENCE NORTH 73 FEET TO THE POINT OF BEGINNING.**

**LESS AND EXCEPTING THEREFROM BEGINNING 16.5 FEET SOUTH AND 313.5 FEET WEST OF THE NE CORNER OF THE SE1/4SW1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 45**

**EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO AND RUNNING THENCE WEST 100 FEET; THENCE SOUTH 198 FEET; THENCE EAST 100 FEET; THENCE NORTH 198 FEET TO THE PLACE OF BEGINNING.**

**(TRACT E)**

**BEGINNING 16.5 FEET SOUTH AND 313.5 FEET WEST OF THE NE CORNER OF THE SE1/4SW1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO AND RUNNING THENCE WEST 100 FEET; THENCE SOUTH 198 FEET; THENCE EAST 100 FEET; THENCE NORTH 198 FEET TO THE PLACE OF BEGINNING.**

**SCHEDULE B-SECTION I**  
**REQUIREMENTS**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of items(s) .
- (f) Prior to Closing we will require a survey to to disclose a more accurate legal description on Parcel 6.

**SCHEDULE B -SECTION II  
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

**PART I:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**(Affects Parcel 1 Only)**

7. 2008 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2007 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

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

Year	Original Amount	Amount Paid	Parcel Number
2007	\$-0-	\$-0-	RP05N44E034800A

Homeowners Exemption is not in effect for 2007.

Circuit breaker is not in effect for 2007.

8. Subject to the existing county road right of way along the West boundary of the herein described property.

9. Provisions in deed to Teton County, recorded January 5, 1994, as Instrument No. 114950.

**(Affects Parcel 2 Only)**

10. 2008 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2007 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

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

Year	Original Amount	Amount Paid	Parcel Number
2007	\$-0-	\$-0-	RP05N46E067198A

Homeowners Exemption is not in effect for 2007.  
Circuit breaker is not in effect for 2007.

11. Subject to the existing county road right of way along the South boundary of the herein described property.
12. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded May 10, 1994, July 11, 2000 and July 26, 2000, as Instrument Number 116038, 138441 and 138641, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
13. Action in the District Court of Teton County, Idaho Seventh Judicial District of the State of Idaho, Milan Cheyovich and Diana Cheyovich, husband and wife, and John N. Bach Plaintiff vs. State of Idaho, Department of Lands, Idaho Transportation Department, Teton County, Idaho Defendant, to Notice of Lis Pendens, Case No. CV06-091. Notice of Pendency of Action recorded April 25, 2006, as Instrument No. 176307.

**(Affects Parcel 3 Only)**

14. 2008 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2007 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

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

Year	Original Amount	Amount Paid	Parcel Number	Covers
2007	\$-0-	\$-0-	RP05N45E363100A	

Homeowners Exemption is not in effect for 2007.  
Circuit breaker is not in effect for 2007.

15. Lack of a right of access to and from said land.
16. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded September 11, 1996, as Instrument Number 125026, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

### **(Affects Parcel 4 Only)**

17. 2008 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2007 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

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

Year	Original Amount	Amount Paid	Parcel Number	Covers
2007	\$-0-	\$-0-	RP04N45E351200A	Tract B
2007	\$-0-	\$-0-	RP04N45E357801A	Tract A

Homeowners Exemption is not in effect for 2007.  
Circuit breaker is not in effect for 2007.

18. Easement for Moving granted to David Z. Walters and Charlene B. Walters, recorded February 9, 2000, as Instrument No. 136702.  
(Tract A Only)
19. Right, Title and Interest of James Albiston and Nola Albiston, his wife by virtue of Warranty Deed recorded October 11, 1954 in Book 81, Page 340, records of Teton County, Idaho.  
(Tract A Only)

20. Any matters arising from questions of gaps or overlaps between the legal description of the herein described land and those of surrounding parcels.
21. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded January 7, 1988 and April 14, 2000, as Instrument Number 101964 and 137357, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
22. Right-of-way granted to Mountain States Telephone and Telegraph Company, recorded in Book 62 Page 173 , records of Teton County, Idaho.
23. Subject to the existing State Highway and Rail Road Right of Way along the West boundary of the herein described property.

### **(Affects Parcel 5 Only)**

24. 2008 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2007 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

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

Year	Original Amount	Amount Paid	Parcel Number
2007	\$-0-	\$-0-	RP04N45E341800A

Homeowners Exemption is not in effect for 2007.  
Circuit breaker is not in effect for 2007.

25. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded March 6, 2003, as instrument number 153436, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
26. Subject to the existing County road right of way along the East boundary of the herein described property.

### **(Affects Parcel 6 Only)**

27. 2008 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2007 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

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

Year	Original Amount	Amount Paid	Parcel Number
2007	\$-0-	\$-0-	RPA0014025002AA

Homeowners Exemption is not in effect for 2007.  
Circuit breaker is not in effect for 2007.

28. Easement for Right of Way granted to City of Driggs, recorded February 16, 1968, as Instrument No. 65430.
29. Easement for Sidewalk granted to Delmar W. Sant, DBA Delmar's Furniture and Appliance, recorded June 4, 1971, as Instrument No. 69623  
Also recorded August 24, 1987 as Instrument No. 101267.
30. Easement for Deed Granting granted to Dale L. Buckwalter, Samuel R. Poindexter and Theresa S. Poindexter, recorded August 17, 1995, as Instrument No. 121011.
31. City of Driggs Ordinance No. 249-04, wherein insured property lies within the City of Driggs Urban Renewal Plan, recorded December 13, 2004, Recorder's No. 165132, Records of Teton County, Idaho.
32. Lease Agreement upon the terms, conditions and covenants contained therein:  
Recorded: July 20, 2007, as Instrument No. 189582  
Lessor: Teton County, a political subdivision of the State of Idaho  
Lessee: Hatfield, LLC.
33. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded June 1, 2007, as Instrument Number 188141, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

**(Affects Parcel 7 Only)**

34. 2008 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2007 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

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

Year	Original Amount	Amount Paid	Parcel Number	Covers
2007	\$-0-	\$-0-	RPA0018002018AA	Lots 18 -25 Blk 2
2007	\$-0-	\$-0-	RPA0018001009AA	Tax #1155 & 1449
2007	\$-0-	\$-0-	RPA0018001012AA	Tax # 2646

Homeowners Exemption is not in effect for 2007.  
Circuit breaker is not in effect for 2007.

35. Subject to the existing road right of way along the North and West Boundary of the herein property.
36. Provisions in deed to Teton County, recorded January 31, 1963, in Book 88 , page 24 , records of Teton County, Idaho.
37. Provisions in deed to Teton County, recorded March 28, 1988, as Instrument No. 102305 , records of Teton County, Idaho.
38. Subject to any rights of way for alleys delineated on the Original recorded plat for Block 1 of Driggs Main Street Annex.

NOTE: The foregoing numbered exceptions (1-6) may be eliminated in an ALTA Extended or EAGLE Coverage Policy.

**INFORMATIONAL NOTES**

- A. Pursuant to the State of Idaho Insurance Regulations: A cancellation fee will be charged on all cancelled orders, unless notified to the contrary, all orders shall be cancelled and a billing sent within 6 months of the effective date on the commitment.

## **CONDITIONS**

### **1. DEFINITIONS**

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where the land is located.

### **2. LATER DEFECTS**

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### **3. EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### **4. LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### **5. CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



**First American Title Company**  
81 North Main Street/P.O. Box 42, Driggs, ID 83422  
Phone (208)354-2771 - Fax (208)354-8825

## PRIVACY POLICY

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.