



## PRELIMINARY TITLE COMMITMENT ATTACHED

**Date:** June 8, 2022

**File No.:** 610807

**Property:** NNA Schweitzer Mountain Road, Sandpoint, ID 83864

**Buyer/Borrower:** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

**Seller:** Schweitzer Mountain Properties, LLC, an Idaho Limited Liability Company

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

***Listing Agent:***

Phone:

Attn:

***Selling Agent:***

Phone:

Attn:

***Lender:***

***Buyer/Borrower:***

Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

Phone:

Attn:

***Seller:***

Schweitzer Mountain Properties, LLC, an Idaho  
Limited Liability Company  
10000 Schweitzer Mtn Rd  
Sandpoint, ID 83864

*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**

Denise Warren  
105 Pine St.  
Sandpoint, ID 83864  
denise.warren@alliancetitle.com  
(208) 263-2125

## **Title Officer**

Andy Lowry  
andy.lowry@alliancetitle.com  
(208) 263-2125  
105 Pine St.  
Sandpoint ID 83864

## **Email escrow closing documents to:**

sandpoint@alliancetitle.com



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

<b>Sales Price</b>			\$10,000.00
<b>Owners Coverage</b>	X	Standard Coverage	Extended Coverage
<b>Loan Amount</b>			
<b>Loan Coverage</b>		Standard Coverage	Extended Coverage
<b>Underwriter</b>		Old Republic National Title Insurance Company	

### Title Policy Calculations For Disclosure

Product	CD Disclosed Premiums	Actual Premiums	Premium Adjustments
<b>Loan Policy</b>	\$0.00	\$0.00	(Simultaneous Issue Credit) \$0.00
<b>Owner's Policy</b>	\$215.00	\$215.00	(Short Term Discount. – If Any) \$0.00

### Other Borrower Fees

<b>Endorsements:</b>	
<b>Inspection Fee</b>	
<b>Additional Chain</b>	
<b>Closing Protection Letter</b>	

### Recording Fees

<b>Idaho</b>	\$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
<b>Montana</b>	\$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.)
<b>Washington</b>	\$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
<b>Wyoming</b>	\$12 for the first page, \$3 for each additional page
<b>E-File Fees</b>	
<b>Idaho</b>	An additional \$4.75 per document in Idaho
<b>Washington</b>	An additional \$5.00 (plus sales tax) per document in Washington
<b>Wyoming, and Montana</b>	An additional \$5.00 per document in Wyoming & Montana



**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**NOTICE**

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*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.*

Issued through the Office of Alliance Title & Escrow, LLC

*Andy Lowry*

Authorized Signatory

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By

*Mark A. Bissell*

President

Attest

*Daniel Wald*

Secretary



## **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) a counter-signature by the Company or its issuing agent that may be in electronic form.

### **4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### **5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.



- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

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

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**Transaction Identification Data for reference only:**

Issuing Agent: Alliance Title & Escrow, LLC

Issuing Office: 105 Pine St., Sandpoint ID 83864

Loan ID Number:

Customer Reference Number:

Issuing Office File Number: 610807

Property Address: NNA Schweitzer Mountain Road, Sandpoint, ID 83864

Revision Number: \_\_\_\_\_

**SCHEDULE A**

1. Commitment date: **May 25, 2022 at 7:30 A.M**

2. Policy or Policies to be issued:

(a) **2006 ALTA® Owner's Policy**

☒

**Standard**

☐

**Extended**

**Amount: \$10,000.00**

**Premium: \$215.00**

Proposed Insured:

**Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**

(b) **2006 ALTA® Loan Policy**

☐

**Standard**

☐

**Extended**

**Amount:**

**Premium: \$0.00**

**Endorsements:**

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE

4. Title to the FEE SIMPLE estate or interest in the Land is at the Commitment Date vested in:  
**Schweitzer Mountain Properties, LLC, an Idaho Limited Liability Company**

5. The Land is described as follows:

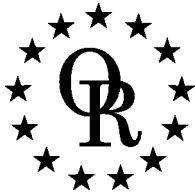
**Lot 6 in Block 6 of 2nd Addition to Schweitzer Basin Village, according to the official plat thereof, filed in Book 3 of Plats at Page 53, records of Bonner County, Idaho.**

**Old Republic National Title Insurance Company**

***Andy Lowry***

**Authorized Signatory**





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

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. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
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 Schweitzer Mountain Properties, LLC, an Idaho Liability Company, a limited liability company.
7. Delivery to and approval by the Company of documentation authorizing transaction and setting forth parties authorized to execute documents on behalf of Schweitzer Mountain Properties, LLC, an Idaho Limited Liability Company.
8. For each policy to be issued as identified in Schedule A, item 2, the Company shall not be liable under this commitment until it receives a designation of a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

Note No. 1: 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: Quitclaim Deed  
Grantor: Schweitzer Mountain Real Estate, LLC, an Idaho Limited Liability Company, successor by merger to Schweitzer Mountain Real Estate, LLC, a Washington Limited Liability Company  
Grantee: Schweitzer Mountain Properties, LLC, an Idaho Liability Company  
Recorded: December 2, 2009  
Instrument No.: [784097](#)

Note No. 2: In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

Note No. 3: According to the available County Assessor's Office records, the purported address of said land is:

[NNA Schweitzer Mountain Rd., Sandpoint, ID 83864](#)

Note No. 4: This Company reserves the right to add additional requirements upon receipt of the details of this transaction.

**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.**



## **SCHEDULE B - SECTION 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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
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.
8. General Taxes, including any assessment collected therewith. The first installment is not delinquent until after December 20th of the tax year, the second installment is not delinquent until after June 20th of the subsequent year.  
Amounts shown do not include interest or penalty if delinquent.  
Parcel Number: [RP005500060060A](#)  
Year: 2021  
Annual Taxes billed: \$544.78  
First Half Taxes Payment Status: Paid  
First Half Tax Amount: \$272.47  
Second Half Taxes Payment Status: Due  
Second Half Tax Amount: \$272.47  
Taxes as billed include the following exemptions: None
9. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

10. Liens, levies and assessments of the Schweitzer Basin Water and Sewer District.
11. Liens, levies and assessments of the Schweitzer Mountain Community Association Inc..
12. Liens, levies and assessments of the Selkirk Recreation District.
13. Liens, levies and assessments of the Mountain Utility Company.
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document:  
Granted To: Schweitzer, Inc., an Idaho Corporation  
Purpose: permanent road easement and right of way for ingress and egress  
Recorded: January 27, 1965  
Instrument No.: [99218](#)
15. Easements, reservations, notes and/or dedications as shown on the official plat of [2nd Addition to Schweitzer Basin Village](#)
16. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.  
Recorded: June 18, 1990  
Instrument No.: [376609](#)

Modification(s) of said covenants, conditions and restrictions  
Recorded: February 27, 1991  
Instrument No: [386851](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: November 20, 1991  
Instrument No.: [398174](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: March 11, 1993  
Instrument No.: [421116](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: March 4, 1994  
Instrument No.: [441475](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: March 4, 1994  
Instrument No.: [441476](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: November 16, 1994  
Instrument No.: [455947](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: November 29, 1994  
Instrument No.: [456492](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: December 30, 1994  
Instrument No.: [457971](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: February 13, 1995  
Instrument No.: [460422](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: February 13, 1995  
Instrument No.: [460423](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: June 13, 1996  
Instrument No.: [486789](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: February 11, 1997  
Instrument No.: [499045](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: March 7, 1997  
Instrument No.: [500230](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: March 20, 1997  
Instrument No.: [500938](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: July 23, 1997  
Instrument No.: [505730](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: July 24, 1998  
Instrument No.: [528177](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: December 9, 1998  
Instrument No.: [536068](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: September 28, 1999  
Instrument No.: [552736](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: March 20, 2000  
Instrument No.: [561696](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: June 7, 2003  
Instrument No.: [602637](#)

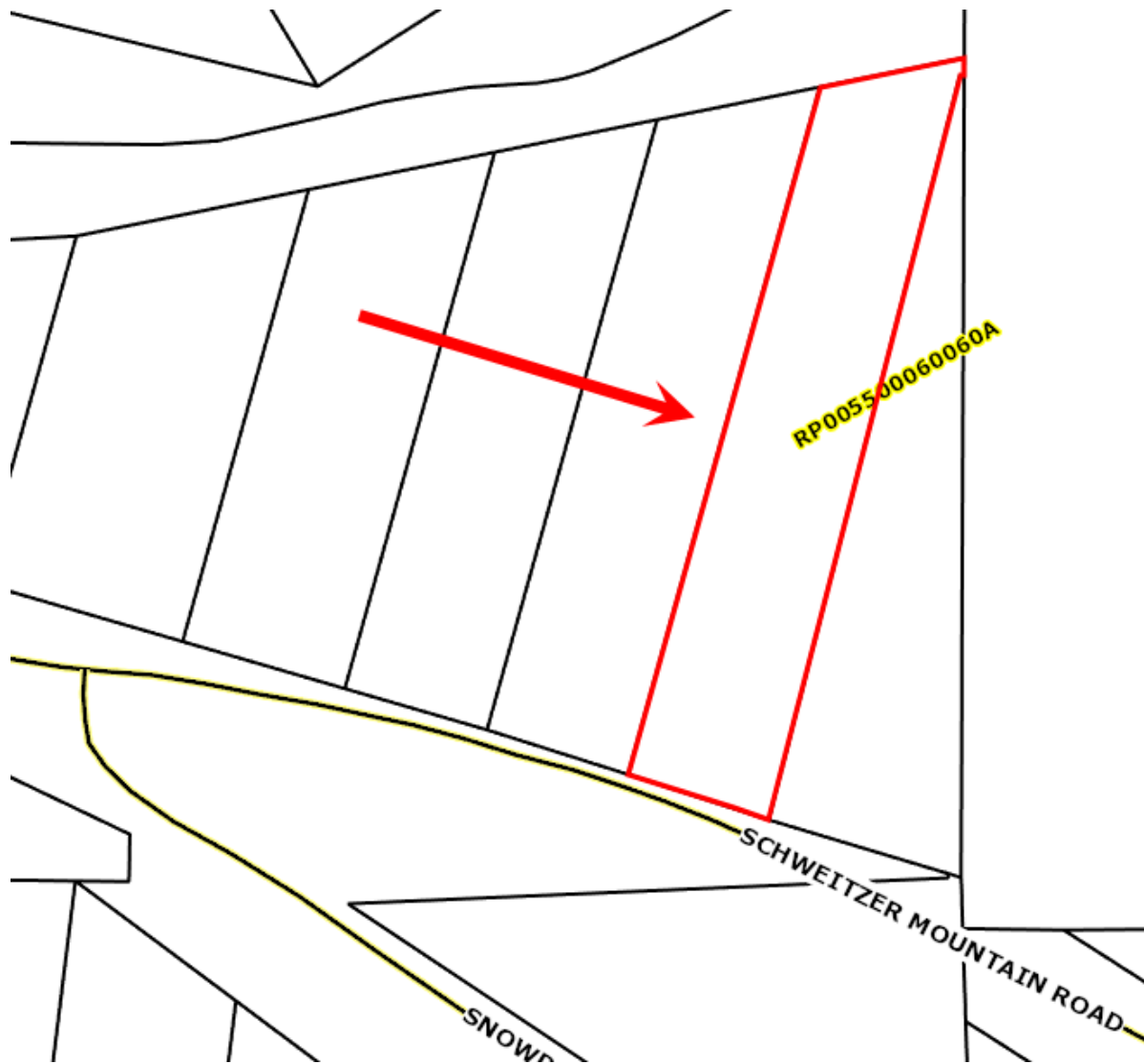
Further modifications of said covenants, conditions and restrictions  
Recorded: November 17, 2003  
Instrument No.: [638878](#)

Further modifications of said covenants, conditions and restrictions  
Recorded: March 4, 2020  
Instrument No.: [954012](#)

17. Ditch, road and public utility easements as the same may exist over said premises.

**END OF SCHEDULE B**

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**NNA Schweitzer Mountain Road  
Sandpoint, ID 83864**

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF