



**PRELIMINARY TITLE COMMITMENT ATTACHED**

**Date:** May 31, 2024

**File No.:** 664786

**Property:** NNA Crystal Springs Rd., Sandpoint, ID 83864

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

**Seller:** Crystal View 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.*

**Buyer/Borrower**

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

**Seller:**

Crystal View LLC, an Idaho limited liability company  
PO Box 1399  
Sandpoint, ID 83864

**DRAFT**

*Yes, it matters where you close.*



# Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

**Escrow Officer**

**Title Officer**

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

**Email escrow closing documents to:**



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

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

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



## Title Fees & Breakdown

### Coverage

<b>Sales Price</b>			
<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>	\$0.00	\$0.00	(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>	\$303.50 for the first page of a Deed and \$304.50 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

# ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT. THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED. THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the *Notice*; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment *Conditions*, Old Republic National Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

*A Stock Company*

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

[www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By

President

Attest

Secretary

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File No.: 664786

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION





## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; [ and]
  - f. Schedule B, Part II—Exceptions; [ and]
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form].

### 4. COMPANY'S RIGHT TO AMEND

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

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## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

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**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURE**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

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

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

**SCHEDULE A**

**ISSUED BY** Old Republic National Title Insurance Company

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

**Issuing Agent:** Alliance Title & Escrow, LLC

**Issuing Office:** 105 Pine St., Sandpoint ID 83864

**Issuing Office's ALTA® Registry ID:**

**Loan Number:**

**Issuing Office File Number:** 664786

**Property Address:** NNA Crystal Springs Rd., Sandpoint, ID 83864

**Revision Number:**

**1. Commitment Date:** May 16, 2024 at 7:30 A.M

**2. Policy to be issued:**

(a) **2021 ALTA® Owner's Policy**

☒

**Standard**

☐

**Extended**

**Amount:**

**\$To Come**

**Premium:**

**\$To Come**

**Proposed Insured:**

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

(b) **2021 ALTA® Loan Policy**

☐

**Standard**

☐

**Extended**

**Amount:**

**Premium:**

**\$0.00**

**Endorsements:**

**Proposed Insured:**

**3. The estate or interest in the Land at the Commitment Date is:**

**Fee Simple**

**4. The Title is, at the Commitment Date, vested in:**

**Crystal View LLC, an Idaho limited liability company**

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**5. The Land is described as follows:**

**PARCEL 1**

**Lot 1 in Block 1 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 2**

**Lot 2 in Block 1 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 3**

**Lot 3 in Block 1 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 4**

**Lot 4 in Block 1 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 5**

**Lot 1 in Block 2 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 6**

**Lot 2 in Block 2 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 7**

**Lot 3 in Block 2 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 8**

**Lot 4 in Block 2 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 9**

**Lot 5 in Block 2 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

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ALTA Commitment for Title Insurance (07-01-2021)



**PARCEL 10**

**Lot 1 in Block 3 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 11**

**Lot 2 in Block 3 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 12**

**Lot 1 in Block 4 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 13**

**Lot 2 in Block 4 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 14**

**Lot 3 in Block 4 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 15**

**Lot 4 in Block 4 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 16**

**Lot 5 in Block 4 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 17**

**Lot 1 in Block 5 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 18**

**Lot 2 in Block 5 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

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**PARCEL 19**

**Lot 3 in Block 5 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 20**

**Lot 4 in Block 5 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**PARCEL 21**

**Lot 5 in Block 5 of Crystal View II, according to the official plat thereof, recorded in Book 21 of Plats, Page 78, records of Bonner County, Idaho.**

**Old Republic National Title Insurance Company**

Countersigned By:

*Andy Lowry*

Authorized Signatory

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

## SCHEDULE B PART I

ISSUED BY Old Republic National Title Insurance Company

### REQUIREMENTS:

File Number: 664786

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Furnish recording instructions, completed and executed, when forwarding your encumbrances for recording. This transaction was ordered as a title only transaction and provides for no escrow services. As a result the following services are not provided:  
Any curative action regarding items either shown in Schedule B or made as a requirement herein will be the responsibility of the originating party. Alliance Title & Escrow, LLC will not request payoff statements or facilitate the satisfaction of any monetary obligation of the borrower in this transaction. No funds will be deposited with Alliance Title & Escrow, LLC and it will not act as closing agent for loan documentation purposes.  
Alliance Title & Escrow, LLC will not prepare a HUD-1/Settlement Statements in association with this transaction.  
Note: In the event that any of the above requirements are not satisfied at the time of recording and we are authorized by the recording instructions to record your encumbrance with these requirements as "To come" items, they will be inserted in Schedule B of the title insurance policy as exceptions to the policy.  
Please be aware that Idaho recording fees are \$19.75 for a Deed and \$49.75 for a mortgage or Deed of Trust under 30 pages  
**Important: All Remote Online Notary (RON) signings must be facilitated by an underwriter approved platform. This information (platform utilized) must be submitted prior to signing/closing for approval. Failure to do so may result in delayed recordings and/or the inability to insure the transaction.**  
All documentation regarding the above referenced order, including the recording package, should be sent directly to Alliance Title & Escrow, LLC at the following address: 105 Pine St., Sandpoint ID 83864
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 Crystal View LLC, an Idaho limited 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 Crystal View LLC, an Idaho limited liability company.

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## NOTES:

- A. Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
- B. This Company reserves the right to add additional requirements and exceptions, as the details of this transaction are disclosed to, or become known by the Company.
- C. We find the following activity in the past 24 months regarding transfer of title to subject property:  
Quitclaim Deed:  
Grantor: Schweitzer Mountain Properties LLC, an Idaho limited liability company  
Grantee: Crystal View LLC, an Idaho limited liability company  
Recorded: May 29, 2024  
Instrument No.: 1033865  
  
Re-recorded: May 30, 2024  
Instrument No.: [1033920](#)
- D. 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.
- E. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,860.00  
Year: 2023  
Parcel No.: [RP0450900A0010A](#)  
Parent Parcel, Affects: Lot 1 Block A of Crystal View Subdivision Blocks A and B
- F. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,929.16  
Year: 2023  
Parcel No.: [RP0450900A0020A](#)  
Parent Parcel, Affects: Lot 2 Block A of Crystal View Subdivision Blocks A and B
- G. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,852.96  
Year: 2023  
Parcel No.: [RP0450900A0030A](#)  
Parent Parcel, Affects: Lot 3 Block A of Crystal View Subdivision Blocks A and B
- H. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,898.52  
Year: 2023  
Parcel No.: [RP0450900A0040A](#)  
Parent Parcel, Affects: Lot 4 Block A of Crystal View Subdivision Blocks A and B
- I. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,872.00  
Year: 2023  
Parcel No.: [RP0450900A0050A](#)  
Parent Parcel, Affects: Lot 5 Block A of Crystal View Subdivision Blocks A and B
- J. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,890.36  
Year: 2023  
Parcel No.: [RP0450900A0060A](#)  
Parent Parcel, Affects: Lot 6 Block A of Crystal View Subdivision Blocks A and B

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File No.: 664786

ALTA Commitment for Title Insurance (07-01-2021)

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- K. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,897.70  
Year: 2023  
Parcel No.: [RP0450900B0010A](#)  
Parent Parcel, Affects: Lot 1 Block B of Crystal View Subdivision Blocks A and B
- L. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,885.94  
Year: 2023  
Parcel No.: [RP0450900B0020A](#)  
Parent Parcel, Affects: Lot 2 Block B of Crystal View Subdivision Blocks A and B
- M. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,998.80  
Year: 2023  
Parcel No.: [RP0450900B0030A](#)  
Parent Parcel, Affects: Lot 3 Block B of Crystal View Subdivision Blocks A and B
- N. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,860.00  
Year: 2023  
Parcel No.: [RP0450900B0040A](#)  
Parent Parcel, Affects: Lot 4 Block B of Crystal View Subdivision Blocks A and B
- O. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,977.04  
Year: 2023  
Parcel No.: [RP0450900B0050A](#)  
Parent Parcel, Affects: Lot 5 Block B of Crystal View Subdivision Blocks A and B
- P. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,874.54  
Year: 2023  
Parcel No.: [RP0450900B0060A](#)  
Parent Parcel, Affects: Lot 6 Block B of Crystal View Subdivision Blocks A and B
- Q. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,869.60  
Year: 2023  
Parcel No.: [RP0450900B0070A](#)  
Parent Parcel, Affects: Lot 7 Block B of Crystal View Subdivision Blocks A and B
- R. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,984.18  
Year: 2023  
Parcel No.: [RP0450900B0080A](#)  
Parent Parcel, Affects: Lot 8 Block B of Crystal View Subdivision Blocks A and B
- S. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,230.56  
Year: 2023  
Parcel No.: [RP0450900B0090A](#)  
Parent Parcel, Affects: Lot 9 Block B of Crystal View Subdivision Blocks A and B
- T. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$1,824.38  
Year: 2023  
Parcel No.: [RP0450900B0100A](#)  
Parent Parcel, Affects: Lot 10 Block B of Crystal View Subdivision Blocks A and B

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- U. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$59.14  
Year: 2023  
Parcel No.: [RP58N02W204390A](#)  
Parent Parcel, Affects: A portion of this and other property
- V. Taxes, including any assessments collected therewith, for the year shown below are paid:  
Amount: \$43.30  
Year: 2023  
Parcel No.: [RP58N02W205416A](#)  
Parent Parcel, Affects: A portion of this and other property
- W. New Parcel Numbers will be assigned by the Bonner County Assessor as shown:  
Year: 2024  
New Parcel Nos.: Not yet available  
Affects: Parcels 1-21

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

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ALTA Commitment for Title Insurance (07-01-2021)





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

## SCHEDULE B PART II

ISSUED BY Old Republic National Title Insurance Company

### EXCEPTIONS:

File Number: 664786

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. Taxes, including any assessments collected therewith, for the year 2024 which are a lien not yet due and payable.
9. Lien for any taxes deferred by virtue of the designation of the insured Land or any portion thereof as forest lands as provided in Section 63- 1701 et seq, Idaho Code.
10. Liens, levies and assessments of the Schweitzer Water Company.
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 Schweitzer Utility Company.
14. Liens, levies and assessments of the Crystal View Owners Association, Inc..
15. Ditch, road and public utility easements as the same may exist over said premises.

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16. Right of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

17. Reservations and exceptions in the United States Patent, and in the act authorizing the issuance thereof.

Recorded: May 16, 1905.

[Book: 10 at Page: 152.](#)

Official Records: Bonner County.

18. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Granted To: General Telephone Company of the Northwest, Inc.

Purpose: To place and maintain buried telephone cable on Schweitzer Ski Basin roads

Recorded: March 20, 1973

Instrument No.: [147772](#)

The exact location and extent of said easement is not disclosed of record.

19. Terms, provisions, limitations and obligations, whether expressed or implied, contained in an Easement:

Purpose: Ski travel, road and utilities

Recorded: October 5, 1983

Instrument No.: [276430](#)

Also Disclosed by Warranty Deeds

Recorded: October 5, 1983

Instrument No.: [276431](#)

Instrument No.: [276432](#)

Instrument No.: [276433](#)

Modification of easement

Recorded: March 15, 2007

Instrument No.: [724807](#)

The exact location and extent of said easement is not disclosed of record.

20. 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](#)

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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: 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](#)

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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](#)

Assignment and Assumption of Rights of Declarant

Recorded: August 16, 2023

Instrument No.: [1024071](#)

Further modifications of said covenants, conditions and restrictions

Recorded: May 16, 2024

Instrument No.: [1033423](#)

- 21.** Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, and easements contained in a document

Purpose: Restrictive Covenant

Recorded: September 3, 1992

Instrument No.: [411690](#)

Modification(s) of said covenants, conditions and restrictions

Recorded: January 3, 2024

Instrument No.: [1029195](#)

- 22.** Terms, provisions, covenants, conditions, easements, definitions, options, obligations and restrictions, contained in a document

Purpose: Selkirk Recreation District Boundaries description

Recorded: May 1, 2007

Instrument No.: [727898](#)

- 23.** An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Granted To: Schweitzer Mountain Facilities LLC, Schweitzer Mountain Ski Operations LLC, Verizon, Northern Lights, Avista, Mountain Utility Company, Resort Water Company and others providing utility services

Purpose: snow grooming and utilities

Recorded: August 23, 2007

Instrument No.: [735699](#)

- 24.** Terms, provisions, covenants, conditions, easements, definitions, options, obligations and restrictions, contained in a document

Purpose: Resolution 2023-07-01 Public Rights of Way Vacation for Crystal View Subdivision Blks A & B

Recorded: July 14, 2023

Instrument No.: [1022654](#)

- 25.** Terms, provisions, covenants, conditions, easements, definitions, options, obligations and restrictions, contained in a document

Purpose: Declaration of Easements and Covenants for the ongoing development of Schweitzer Mountain

Recorded: August 22, 2023

Instrument No.: [1024289](#)

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26. Terms, provisions, covenants, conditions, easements, definitions, options, obligations and restrictions, contained in a document

Purpose: Memorandum of Exclusive Use and Right of First Offer Agreement

Recorded: August 22, 2023

Instrument No.: [1024290](#)

27. Easements, reservations, notes and/or dedications as shown on the official plat of [Crystal View II](#).

Surveyor's Affidavit

RE: Crystal View II

Recorded: May 22, 2024

Instrument No.: [1033646](#)

28. Covenants, conditions, easements 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: May 16, 2024

Instrument No.: [1033422](#)

**END OF SCHEDULE B**

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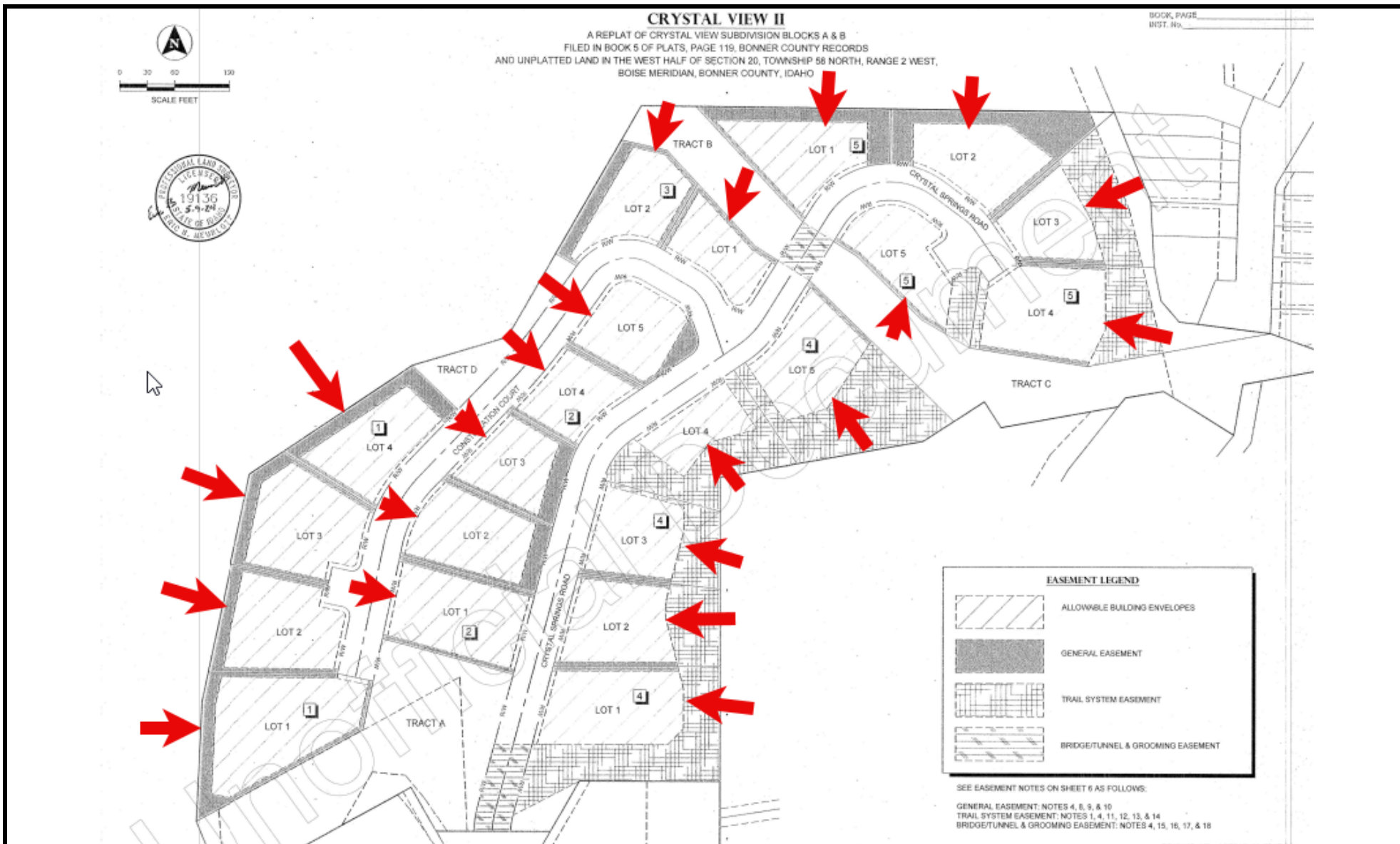
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**NNA Crystal Springs Rd.  
 Sandpoint, ID 83864**

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, locations of easements, acreage or other matters shown thereon.