

PRELIMINARY TITLE COMMITMENT ATTACHED

Date: April 13, 2020 **File No.:** 482940

Property: Bare Ground South Bowman Road Road, Downey, ID 83234

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

Seller: Parkinson Seed Farm, Inc.

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:

Phone:
Attn:

Buyer/Borrower:

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

Seller:

Parkinson Seed Farm, Inc.

www.alliancetitle.com

With dozens of convenient locations across Idaho and parts of Montana, Washington, and Wyoming, Alliance Title & Escrow Corp. offers a complete range of residential and commercial real estate title, escrow and information services.

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

Kellie Noesen
2350 Via Caporatti Dr.
Pocatello, ID 83201
kellie.noesen@alliancetitle.com
(208) 232-6163

Title Officer

Curtice Smith
curtice.smith@alliancetitle.com
(208) 232-6163
2350 Via Caporatti Dr.
Pocatello, ID 83201

Email escrow closing documents to:

pocatello@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

Sales Price			
Owners Coverage	X	Standard Coverage	Extended Coverage
Loan Amount			
Loan Coverage		Standard Coverage	Extended Coverage
Underwriter		Old Republic National Title Insurance Company	

Title Policy Calculations For Disclosure

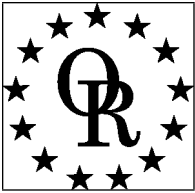
Product	CD Disclosed Premiums	Actual Premiums	Premium Adjustments
Loan Policy	\$0.00	\$0.00	(Simultaneous Issue Credit) \$0.00
Owner's Policy		\$0.00	(Short Term Discount. – If Any) \$0.00

Other Borrower Fees

Endorsements:	
Inspection Fee	
Additional Chain	
Closing Protection Letter	

Recording Fees

Idaho	\$15 for a Deed under 30 pages. \$45 for a Deed of Trust or Mortgage under 30 pages. Otherwise, \$10 first page, \$3 for each additional page
Montana	\$7.00 per page for a conforming document. Add \$10.00 per document if the document is non-conforming (outside the required margins etc.)
Washington	\$103.50 for the first page of a Deed and \$104.50 for the first page of a Deed of Trust with, \$1 for each additional page
Wyoming	\$12 for the first page, \$3 for each additional page
E-File Fees	An additional \$4.50 per document in Idaho. An additional \$5.00 per document in Wyoming & Montana. An additional \$4.50 per document in Washington.



**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.

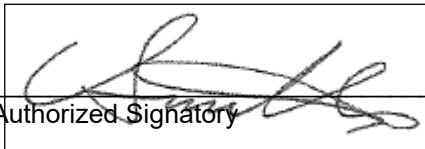
This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

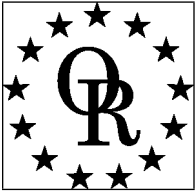
Issued through the Office of Alliance Title & Escrow Corp.
2350 Via Caporatti Dr.
Pocatello, ID 83201
(208)232-6163

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary


Authorized Signatory



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:

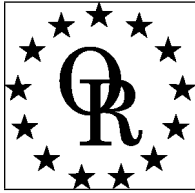
- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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

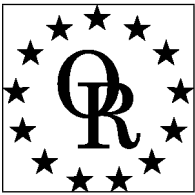
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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>.



Transaction Identification Data for reference only:

Issuing Agent: Alliance Title & Escrow Corp.
Issuing Office: 2350 Via Caporatti Dr., Pocatello, ID 83201
Loan ID Number:
Customer Reference Number:
Issuing Office File Number: 482940
Property Address: Bare Ground South Bowman Road Road, Downey, ID 83234
Revision Number: 1

SCHEDULE A

1. Commitment date: **April 2, 2020 at 7:30 A.M**

2. Policy or Policies to be issued:

(a) **2006 ALTA® Owner's Policy**

Standard

Extended

Amount:

Premium:

\$0.00

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:


Parkinson Seed Farm, Inc. as to Parcels 1 – 4

Dirk W. Parkinson, also shown of record as Dirk Parkinson, and Robyn Parkinson, husband and wife, as to Parcel 5.

5. The Land is described as follows:

See Attached Exhibit 'A'

Old Republic National Title Insurance Company


Authorized Signatory

File No. 482940

Exhibit 'A'

Parcel 1:

Township 11 South, Range 37 East, Boise Meridian, Bannock County, Idaho.
Section 7: Northeast $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$

Excepting therefrom a tract of land in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; Section 7, Township 11 South, range 37 East, Boise Meridian, More particularly described as follows:

Beginning at the Southwest corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;
thence North along the West line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ 109 feet;
thence East 400 feet;
thence South 109 feet, more or less, to the South line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;
thence West along said south line 400 feet, more or less, TO THE POINT OF BEGINNING.

Also Excepting therefrom all that portion of the above described parcel deeded to the Stat of Idaho, by and through the Idaho Board of Highway Directors by Warranty Deed Recorded October 27, 1969 as Instrument No. 464845 for Highway purposes.

Parcel 2:

Township 11 South, Range 37 East, Boise Meridian, Bannock County, Idaho.

Section 8: Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$

Excepting therefrom all that portion of the above described parcel deeded to the State of Idaho, by and through the Idaho Board of Highway directors by Warranty deed Recorded October 27, 1696 as Instrument No. 464845 for Highway purposes.

Also Excepting therefrom Township 11 South, Range 37 East of the Boise Meridian,
Commencing at the South $\frac{1}{4}$ Corner of Section 8, and running
thence North 368 feet,
thence West 355 feet,
thence South 368 feet,
thence East 355 feet the PLACE OF BEGINNING.

Also Excepting therefrom a parcel of land located in Section 8, Township 11 South, Range 37 East, Boise Meridian, Bannock County and further described as follows:

Commencing at the South Quarter Corner of Said Section 8;
thence North $00^{\circ}12'42''$ West 368.00 feet (North 368 feet by Record) along the North-South Center Section line to the TRUE POINT OF BEGINNING which is a $\frac{5}{8}$ " Rebar with cap Labeled Hudson PLS 4735 set at the Northeast corner of that tract recorded in the records of Bannock County under Instrument No. 696472;
thence South $89^{\circ}47'18''$ West 355.00 feet (West 355.00 feet by Record);
thence South $00^{\circ}12'42''$ East 345.22 feet (South 368.00 feet by Record) to a $\frac{5}{8}$ " Rebar with cap set on the North right of way line of Bowman Road;
thence South $89^{\circ}25'50''$ West 81.48 feet along said Right of Way line to a $\frac{5}{8}$ " Rebar with Cap
thence North $00^{\circ}12'42''$ West 1297.33 feet to a $\frac{5}{8}$ " Rebar with cap set on a fence line;
thence North $89^{\circ}25'01$ East 436.49 feet along said fence to a $\frac{5}{8}$ " Rebar with cap set on the North-South Center Section Line;
thence South $00^{\circ}12'42''$ East 954.43 feet along said center section line to the TRUE POINT OF BEGINNING.

Parcel 3:

Township 11 South, Range 37 E.B.M., Bannock County, Idaho
Section 18: South ½ of the Northeast ¼ and the North ½ of the Southeast ¼

Excepting therefrom all that portion of the above described parcel deeded to the State of Idaho, by and through the Idaho Board of Highway Directors by Warranty deed recorded October 14, 1969 as Instrument No. 464529 for Highway purposes.

Parcel 3A:

An Easement for Right of Way purposes as set forth in Instrument No. 280988, Book 110, Page 441, records of Bannock County, Idaho, across the following described portion of the Northeast ¼ of the Northeast ¼ of said Section 18, Township 11 South, Range 37 East Boise Meridian, Bannock County, Idaho, more particularly described as follows:
Commencing at the Northeast corner of Section 18, Township 11 South, Range 37 East Boise Meridian and running South along the Section line between Section 18 and Section 17, Township 11 South, Range 37, a distance of 1320 feet,
thence West 30 feet;
thence North 1320 feet;
thence East 30 feet to the Point of Beginning.

Parcel 4:

Township 11 South, Range 37 E.B.M., Bannock County, Idaho

Section 18: Lots 1 and 2

Excepting therefrom: Commencing at a point 1310 feet West of the Southeast Corner of Lot 2; and Running thence West 425 feet to the center line of the County Road;
thence North 341 feet along said County Road,
thence East 425 feet;
thence South 341 feet to the POINT OF BEGINNING.

Parcel 5:

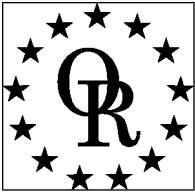
PART OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER THAT IS SOUTH 89°08'19" EAST 329.61 FEET ALONG THE SECTION LINE FROM THE NORTH QUARTER CORNER OF SAID SECTION 18 AND RUNNING
THENCE SOUTH 89°08'19" EAST 806.70 FEET ALONG SAID SECTION LINE TO THE WESTERLY RIGHT-OF-WAY LINE OF THE INTERSTATE 15 HIGHWAY PROJECT NO. I-15-(15)32.
THENCE ALONG THE WEST AND SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE 15 HIGHWAY PROJECT THE FOLLOWING THREE COURSES
1) SOUTH 00°45'27" WEST 23.29 FEET TO A FOUND STATE OF IDAHO RIGHT-OF-WAY MONUMENT
2) SOUTH 84°25'14" EAST 181.44 FEET TO A FOUND STATE OF IDAHO RIGHT-OF-WAY MONUMENT
3) SOUTH 89°17'25" EAST 1.82 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18;
THENCE SOUTH 00°01'59" WEST 628.87 FEET ALONG SAID EAST LINE TO AN EXISTING EAST-WEST FENCE LINE;
THENCE NORTH 88°18'13" WEST 988.93 FEET ALONG SAID EXISTING FENCE LINE TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18;
THENCE NORTH 00°00'49" EAST 652.67 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PARCEL OF LAND BEING ON THE WESTERLY SIDE OF THE CENTER LINE OF INTERSTATE 15 PROJECT NO. I-15-1(15)32 HIGHWAY SURVEY AS SHOWN ON THE PLANS THEREOF NOW ON FILE IN THE OFFICE OF THE DEPARTMENT OF HIGHWAYS OF THE STATE OF IDAHO, AND BEING A PORTION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 18 AND THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN;
THENCE SOUTH 0°03'42" WEST ALONG THE EAST LINE OF SAID NORTHEAST ¼ OF THE NORTHEAST ¼ A DISTANCE OF 1320.0 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER THEREOF;
THENCE NORTH 89°05'33" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST ¼ OF THE NORTHEAST ¼ A DISTANCE OF 150.02 FEET TO A POINT IN A LINE PARALLEL WITH AND 150.0 FEET WESTERLY FROM THE CENTERLINE AND OPPOSITE STATION 886+18.20 OF SAID INTERSTATE 15, PROJECT NO. I-15-(15)32 HIGHWAY SURVEY;
THENCE NORTH 0°03'42" EAST ALONG SAID PARALLEL LINE 1253.82 FEET TO A POINT THAT BEARS NORTH 89°56'18" WEST FROM STATION 898+72.02 OF SAID HIGHWAY SURVEY;
THENCE NORTH 87°07'36" WEST 881.78 FEET TO A POINT IN A LINE PARALLEL WITH AND 40.0 FEET SOUTHERLY FROM THE CENTERLINE AND OPPOSITE STATION 9+69.40 OF THE BOWMAN ROAD SURVEY AS SHOWN ON THE PLANS OF SAID INTERSTATE 15, PROJECT NO. I-15-(15)32 HIGHWAY SURVEY;
THENCE NORTH 89°10'50" WEST ALONG SAID LAST PARALLEL LINE 248.58 FEET TO A POINT IN A LINE PARALLEL WITH AND 20.0 FEET EASTERLY FROM THE CENTERLINE AND OPPOSITE STATION 0+40.02 OF THE ACCESS ROAD NO. 1 SURVEY AS SHOWN ON THE PLANS OF SAID INTERSTATE 15 HIGHWAY SURVEY;
THENCE SOUTH 2°31'10" WEST ALONG SAID LAST PARALLEL LINE 1282.78 FEET TO A POINT IN THE SOUTH LINE OF SAID NORTHEAST ¼ OF THE NORTHEAST ¼ AND OPPOSITE STATION 13+22.80 OF SAID ACCESS ROAD NO. 1 SURVEY;
THENCE NORTH 88°02'30" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST ¼ OF THE NORTHEAST ¼ A DISTANCE OF 40.0 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST ¼ OF THE NORTHEAST ¼ AND OPPOSITE STATION 13+23.20 OF SAID ACCESS ROAD NO. 1 SURVEY;
THENCE NORTH 2°31'10" EAST ALONG THE WEST LINE OF SAID NORTHEAST ¼ OF THE NORTHEAST ¼ A DISTANCE OF 1320.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID NORTHEAST ¼ OF THE NORTHEAST ¼;
THENCE NORTH 89°10'50" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, 181.0 FEET, MORE OR LESS, TO A POINT COINCIDENT WITH STATION 5+00 OF SAID BOWMAN ROAD SURVEY;
THENCE NORTH 0°49'10" EAST 25.0 FEET;
THENCE NORTH 85°29'24" EAST 161.50 FEET TO A POINT IN A LINE PARALLEL WITH AND 40.0 FEET NORTHERLY FROM THE CENTERLINE AND OPPOSITE STATION 6+60.80 OF SAID BOWMAN ROAD SURVEY;
THENCE SOUTH 89°10'50" EAST ALONG SAID LAST PARALLEL LINE 222.17 FEET TO A POINT IN A LINE PARALLEL WITH AND 20.0 FEET NORTHWESTERLY FROM THE CENTERLINE OF ACCESS ROAD NO. 2 SURVEY AS SHOWN ON THE PLANS OF SAID INTERSTATE 15, PROJECT NO. I-15-(15)32 HIGHWAY SURVEY;
THENCE ALONG SAID LAST PARALLEL LINE AS FOLLOWS:
NORTH-EASTERLY ALONG A 70.0 FOOT RADIUS CURVE RIGHT 90.0 FEET, MORE OR LESS, TO A POINT OPPOSITE STATION 892+00.42 OF SAID ACCESS ROAD NO. 2 SURVEY;
SOUTH 89°45'27" EAST 450.0 FEET, MORE OR LESS, TO A POINT OPPOSITE STATION 896+50.22 AN ANGLE POINT OF 2°30' LEFT OF SAID ACCESS ROAD NO. 2 SURVEY;
NORTH 87°44'33" EAST 340.0 FEET, MORE OR LESS, TO A POINT OPPOSITE STATION 899+84.32 OF SAID ACCESS ROAD NO. 2 SURVEY;
NORTHEASTERLY ALONG AN 80.0 FOOT RADIUS CURVE LEFT 122.44 FEET TO A POINT OPPOSITE STATION 901+37.55 OF SAID ACCESS ROAD NO. 2 SURVEY;
NORTH 0°03'42" EAST 962.65 FEET TO A POINT OPPOSITE STATION 911+00 OF SAID ACCESS ROAD NO. 2 SURVEY;

THENCE NORTH 25°19'46" WEST LEAVING SAID LAST PARALLEL LINE 182.63 FEET TO A POINT IN THE
NORTHLINE OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 7;
THENCE SOUTH 88°58'30" EAST ALONG SAID LAST NORTH LINE 268.0 FEET, MORE OR LESS, TO THE
NORTHEAST CORNER OF SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼;
THENCE SOUTH 0°03'42" WEST ALONG THE EAST LINE OF SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼ A
DISTANCE OF 1320.0 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.



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. 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 Corp. 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 Corp. and it will not act as closing agent for loan documentation purposes.
Alliance Title & Escrow Corp. 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 \$19.50 for a Deed and \$49.50 for a mortgage or Deed of Trust under 30 pages
All documentation regarding the above referenced order, including the recording package, should be sent directly to Alliance Title & Escrow Corp. at the following address: 2350 Via Caporatti Dr., Pocatello, ID 83201
7. 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.
8. Delivery to and approval by the Company of documentation authorizing transaction and setting forth parties authorized to execute documents on behalf of Parkinson Seed Farm, Inc.

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:

Warranty Deed

Grantor: Bar N Ranch LLC

Grantee: Dirk Parkinson and Robyn Parkinson, husband and wife

Recorded: March 20, 2014

Instrument No.: [21403387](#)

(Affects Parcels 1-4)

Note No. 2: We find the following activity in the past 24 months regarding transfer of title to subject property:

Warranty Deed:

Grantor: Gordon Sorensen and Kandi Sorensen, husband and wife

Grantee: Dirk W. Parkinson and Robyn Parkinson, husband and wife

Recorded: August 29, 2014

Instrument No.: [21411507](#)

(Affects Parcel 5)

Note No. 3: We find the following activity in the past 24 months regarding transfer of title to subject property:

Warranty Deed:

Grantor: Gordon Sorensen and Kandi Sorensen, husband and wife

Grantee: Dirk Parkinson, a married man

Recorded: April 29, 2016

Instrument No.: [21605348](#)

(Covers more property than shown in Schedule A Parcel 5 herein)

Note No. 4: We find the following activity in the past 24 months regarding transfer of title to subject property:

Quitclaim Deed:

Grantor: Drik Parkinson and Robyn Parkinson

Grantee: Parkinson Seed Farm, Inc.

Recorded: May 7, 2018

Instrument No.: [21806578](#)

(Affects Parcels 1-4)

Note No. 5: Taxes, including any assessments collected therewith, for the year shown below are paid:

Amount: \$4,169.32, \$1,041.58, \$788.68, \$513.60, \$519.68

Year: 2019

Parcel No.: [R4433005900](#), [R4433007203](#), [RPR4433017901](#), [R4433018800](#), [R4433018700](#)

Taxes as paid include the following exemptions: None

(Affects Parcels 1-4)

Note No. 6: Taxes, including any assessments collected therewith, for the year shown below:

Amount: \$6,449.70

Year: 2019

Parcel No.: [R4433018103](#)

Taxes include the following exemptions: None

(Affects Parcel 5)

Note No. 7: Taxes, including any assessments collected therewith, for the year shown below:

Amount: \$1,315.80

Year: 2019

Parcel No.: [R4433018104](#)

Taxes include the following exemptions: None

(Affects Parcel 5)

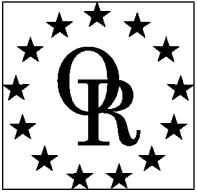
Note No. 8: This Company reserves the right to add additional requirements upon receipt of the details of this transaction.

Note No. 9: 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. 10: According to the available County Assessor's Office records, the purported address of said land is: [19748 South Degn Road, Downey, ID 83234, and Bare Ground](#) (Parcels 1-4)
[Bare Ground Bowman Road, Downey, ID 83234](#) (Parcel 5)

Note No. 11: Notice of Intent to declare a Mobile / Manufactured Home Real Property
Recorded: January 15, 1997.
Instrument No.: [97000857](#)
(Affects a portion of the property shown in Schedule A Parcel 5 herein)

A copy of our Privacy Policy is available on our website at www.alliancetitle.com/About/Privacy-Policy or 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 for the year 2019 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: [R4433018103](#)
In the original amount of: \$6,449.70
(Affects Parcel 5)
9. General Taxes for the year 2019 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: [R4433018104](#)
In the original amount of: \$1,315.80
(Affects Parcel 5)
10. General Taxes for the year 2019 a Lien, the first half is paid and the second half is now due and payable.
11. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.
12. Ditch, road and public utility easements as the same may exist over said premises.
13. Right of the public in and to that portion of the premises lying within the right-of-way of Richards Road, Yoxall Road, Degn Road, Bowman Road, Ray Road (Parcels 1-4)

14. Right of the public in and to that portion of the premises lying within the right-of-way of Bowman Road.
(Parcel 5)
15. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: Utah Power & Light Company
Purpose: Public Utilities
Recorded: March 7, 1945
Instrument No.: [236051](#)
Book 91, Page 628 (Section 7)
(Affects Parcels 1-4)
16. Terms, provisions, limitations and obligations, whether express or implied, contained in an Easement.
Purpose: Right of way
Recorded: April 19, 1951
Instrument No.: [280988](#)
(Affect Parcel 3A)
17. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Utah Power & Light Company
Purpose: Public Utilities
Recorded: August 6, 1962
Instrument No.: [382658](#)
(Affects Parcel 5)
18. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Utah Power & Light Company
Purpose: Public Utilities
Recorded: May 28, 1964
Instrument No.: [404406](#) (Section 18)
(Affects Parcels 1-4)
19. Right of the State of Idaho to negative easement in deed to the State of Idaho recorded: October 14, 1969
Instrument No.: [464529](#) (Section 18)
As follows:
"Grantors agree that no building or structures except irrigation or drainage structures will be permitted to be constructed within 20 feet of the real property above described."

"Grantors convey unto the State the right to prohibit junkyards and outdoor advertising signs, displays and devices (in conformity with Public Law 89-285 and state and federal regulations pertaining thereto) on any of Grantor's remaining land within 660 feet of the right of way or said project; except that advertising, relating to business conducted on any of the Grantor's remaining land may be utilized exclusively for said business."
(Affects Parcels 1-4)
20. Right of the State of Idaho to negative easement in deed to the State of Idaho recorded: October 27, 1969
Instrument No.: [464845](#) (Section 7 & 8)
As follows:
"Grantors agree that no building or structures except irrigation or drainage structures will be permitted to be constructed within 20 feet of the real property above described."

"Grantors convey unto the State the right to prohibit junkyards and outdoor advertising signs, displays and devices (in conformity with Public Law 89-285 and state and federal regulations pertaining thereto) on any of Grantor's remaining land within 660 feet of the right of way or said project; except that advertising, relating to business conducted on any of the Grantor's remaining land may be utilized exclusively for said business."
(Affects Parcels 1-4)

21. Right of the State of Idaho to negative easement in deed to the State of Idaho recorded: December 15, 1969
Instrument No.: [465991](#)
and recorded February 10, 1970 as Instrument No.'s [467429](#) and [467431](#)
As follows:
"Grantors agree that no building or structures except irrigation or drainage structures will be permitted to be constructed within 20 feet of the real property above described."

"Grantors convey unto the State the right to prohibit junkyards and outdoor advertising signs, displays and devices (in conformity with Public Law 89-285 and state and federal regulations pertaining thereto) on any of Grantor's remaining land.
(Affects Parcel 5)
22. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.
Lessor: Philip B. Morrison and Sharon Morrison, husband and wife and Leland J. Morrison & Lila Morrison, husband and wife
Lessee: United Energy LTD
Recorded: May 16, 1979
Instrument No.: [624560](#) (Lots 1 & 2 of Section 18)
(Affects Parcels 1-4)
23. The provisions contained in Warranty Deed,
Recorded: August 12, 2005,
Instrument No.: [20516604](#).
As follows: Together with all water and water rights used thereon or appurtenant thereto, and in particular, those water rights filed with the Idaho Department of Water Resources as Water Rights No. 29-2503; 29-2337; 29-2294; 29-2484 and 29-13150 .
(Affects Parcels 1-4)
24. A lease with certain terms, covenants, conditions and provisions set forth therein.
Lessor: Dirk W. Parkinson and Robyn Parkinson, husband and wife
Lessee: Selco Service Corporation
Recorded: November 10, 2014
Instrument No.: [21414909](#)
(Affects Parcel 5)
25. Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled Parkinson Seed Farm
Dated: October 6, 2014
Prepared by: Benchmark Land Surveying
Recorded: February 23, 2016
Instrument No.: [21602092](#)
Fact(s): Variations between fence lines and property line boundaries, overhard power lines crossing the property serving others, encroachment on to road right of way.
(Affects Parcel 5)

26. A Financing Statement filed in the Office of the County Recorder showing:
Debtor: Parkinson, Dirk W., & Robyn
Secured Party: KeyBank National Association
Recorded: September 16, 2014
Instrument No.: [21412296](#)
(Affects Parcel 5)

A change to the above Financing Statement was filed:
Date: August 8, 2019
Recorded: August 8, 2019
Instrument No.: [21911622](#)
Nature of Change: Assignment
(Affects Parcel 5)

27. A Financing Statement filed in the Office of the County Recorder showing:
Debtor: Parkinson Seed Farm, Inc.
Secured Party: SELCO Service Corporatoin
Recorded: November 13, 2014
Instrument No.: [21415013](#)
(Affects Parcel 5)

A change to the above Financing Statement was filed:
Date: January 28, 2019
Recorded: January 28, 2019
Instrument No.: [21901131](#)
Nature of Change: Assignment
(Affects Parcel 5)

A change to the above Financing Statement was filed:
Date: April 8, 2019
Recorded: April 8, 2019
Instrument No.: [21904459](#)
Nature of Change: Assignment
(Affects Parcel 5)

A change to the above Financing Statement was filed:
Date: June 10, 2019
Recorded: June 10, 2019
Instrument No.: [21907917](#)
Nature of Change: Continuation
(Affects Parcel 5)

28. A Mortgage to secure an indebtedness as shown below secured thereby:
Amount \$11,800,000.00
Mortgagor: Dirk Parkinson and Robyn Parkinson
Mortgagee: KeyBank National Association
Dated: April 24, 2015
Recorded: April 27, 2015
Instrument No.: [21505173](#)
(Affects Parcels 1-4)

29. A Financing Statement filed in the Office of the County Recorder showing:
Debtor: Dirk W. Parkinson and Robyn Parkinson
Secured Party: KeyBank National Associaiton
Recorded: April 27, 2015
Instrument No.: [21505174](#)
(Affects Parcels 1-4)

30. Proceedings pending in the bankruptcy court where a petition was filed.

Name of Debtor: Parkinson Seed Farm, Inc.

Date of Filing: May 15, 2018

U.S. District Court: Idaho

Case No.: 18-40412-JMM

Chapter: 11

Attorney for debtor: William Reed Cotten and Brent T. Robinson

Trustee: Gary L. Rainsdon

31. Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.

END OF SCHEDULE B

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.