

File No./Escrow No.: 443093 Alliance Title & Escrow Corp.
 Print Date & Time: 8/6/2019 10:23:42 AM 250 S 5th St., Ste. 100, Commercial
 Officer/Escrow Officer: Erin Quenzer Boise, ID 83702
 (208)947-9100



Property Address: 67 E. STATE STREET
 EAGLE, ID 83616 (ADA)
 (R2024420075)

Buyer: EAGLE URBAN RENEWAL DISTRICT
 660 E. Civic Lane
 Eagle, ID 83616

Seller: THE CITY OF EAGLE, IDAHO
 660 E. Civic Lane
 Eagle, ID 83616

Settlement Date: 8/7/2019
 Disbursement Date: 8/7/2019

Description	Buyer	
	Debit	Credit
Deposits, Credits, Debits		
Contract sales price	\$220,000.00	
August Sewer Due to Eagle Sewer	\$36.00	
Prorations		
August Sewer Proration 8/1/2019 to 8/7/2019 @ \$36.00/Month		\$6.97
Title Charges		
Owner's coverage \$220,000.00 Premium \$1,062.00 to Alliance Title & Escrow Corp.	\$1,062.00	
Settlement or closing fee to Alliance Title & Escrow Corp.	\$405.00	
eRecording Fee paid to Simplifile - Buyer/Borrower to Alliance Title & Escrow Corp.	\$4.50	
Government Recording and Transfer Charges		
Recording fees: Deed \$15.00	\$15.00	
Subtotals	Debit	Credit
Due From Buyer	\$221,522.50	\$6.97
Totals	\$221,522.50	\$221,522.50

CONSUMER PROTECTION ALERT: Alliance Title & Escrow Corp. does not deliver wire instructions via e-mail to you or your agent, without a verbal request and confirmation of receipt, to include verification of the accuracy of wire information. If you wish to wire funds for closing, please ask your escrow officer for wire account information and options to deliver that information to you.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Alliance Title & Escrow Corp. to cause the funds to be disbursed in accordance with this statement.

BUYER(S)

Eagle Urban Renewal District

Janet Buschert
 By: Janet Buschert, Chairman

SETTLEMENT COORDINATOR

Erin Quenzer
 Erin Quenzer



250 S 5th St., Ste. 100, Commercial, Boise, ID 83702 (208)947-9100 Fax No. (208)947-9199

ESCROW CLOSING INSTRUCTIONS

To: **Alliance Title & Escrow Corp.**

Escrow No. 443093
Date: August 7, 2019

Before close of escrow **The City of Eagle, Idaho** has or will deposit with you under these instructions the following:
(X) Executed Warranty Deed

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller **Two Hundred Twenty Thousand Dollars and No Cents Dollars (\$220,000.00)** subject to any charges and/or credits authorized herein;
AND

Eagle Urban Renewal District has or will deposit with you a cashier's check or other certified funds as required to comply with these instructions, and the following:

You are hereby authorized and directed to use the funds and documents described above, when you are able to close in accordance with the instructions below:

1. When you are in a position to issue or have issued a policy (or policies) of title insurance insuring Buyer (or as otherwise hereinafter provided) in the form of an ALTA Standard Owners Policy in the amount of **\$220,000.00** on the real property described in Title Commitment No. 443093 which the undersigned have read and approved, which will show record title vested in: Eagle Urban Renewal District, an urban renewal agency, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Eagle free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form and exceptions **2-16** as set forth in above referenced Title Commitment dated **6/26/2019**.

Then you are instructed to disburse deposited funds pursuant to the Escrow Closing Statements(s) examined and approved by the parties hereto and by this reference made a part hereof.

Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents may be mailed to the addresses set forth herein, OR delivered in accordance with the disbursement instructions attached.

Escrow holder has been instructed to prepare certain documents in connection with this transaction which documents have been read and approved by the parties as to form, content and terms AND have been approved for use in this escrow:
Warranty Deed

2. You are instructed to prorate as of Date of Deed Recording the following: August Sewer Bill

And it is understood that the prorated charges shown upon the escrow closing statement are prorated as of that date. Assume a per diem basis (based on 365 days per year) in any prorate herein provided, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement, or beneficiary's statement delivered into escrow for the prorated amounts provided above.

It is understood and agreed that the real property taxes shall not be prorated through escrow. Buyer will pay any and all lawful tax bills received covering the full year of 2019 and any future billings.

Buyer Initials _____ **Seller Initials** SR

3. All water, water rights and utility charges and changes of ownership, if applicable (except for irrigation, sewer and/or trash assessments, if any) will be handled by the principals outside of this escrow. Escrow holder is not to be concerned with or responsible for transfer of keys and/or physical possession of the property.
 4. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
 5. You are authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by you for said recording fees.
 6. All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and/or Buyer hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Escrow holder has or may have other banking relationships and further consent to the retention by Escrow holder and/or its affiliates of any and all benefits which may be received from such financial institutions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor, nor shall you be accountable to the depositor for any earnings or other incidental benefits attributable to the funds which may be received by you while you hold such funds.
- Escrow holder shall not be responsible for the penalties, or loss of principal or interest or any delays in the withdrawal of funds which may be imposed by the depository as a result of making or redeeming of the investment pursuant to our instructions, nor shall Escrow holder be liable for any loss or impairment of funds while those funds are in the course of collection or are on deposit in a financial institution if such a loss or impairment results from the failure, insolvency or suspension of financial institution, including any loss resulting from FDIC/FSLIC imposed regulations.

7. These instructions are effective for 14 days from date hereof, and, thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. I/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all principals involved.
8. These escrow closing instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy.
9. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to any Purchase and Sale Agreement, executed by the parties herein, and that said Purchase and Sale Agreement (and Amendments thereto, if any) is (are) not a part of these escrow closing instructions. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of any terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.
10. You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow upon request of said broker or lender.
11. Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled to your satisfaction. Further, you as Escrow holder, shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that said parties, jointly and severally, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.
12. In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party, you, as escrow holder, shall have the right to employ legal counsel to advise you and/or represent you in any Suit or action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The parties hereto shall be jointly and severally liable to you for any and all attorney's fees, costs, and disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the parties shall forthwith pay the same to you, as escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of this instruction, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.
13. If for any reason funds are retained or remain in escrow after closing date, you are to deduct therefrom a reasonable monthly charge as custodian thereof not to exceed \$10.00 per month.
14. **NON-RESIDENT ALIEN.** The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person (non-resident alien) must withhold a tax based on the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service within twenty (20) days after the transfer. Alliance Title & Escrow Corp. has not and will not participate in any determination of whether the FIRPTA tax provisions are applicable to the subject transaction, nor act as a Qualified Substitute nor furnish tax advice to any party to the transaction. Alliance Title & Escrow Corp. is not responsible for determining whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the Internal Revenue Service as they relate to FIRPTA. Alliance Title & Escrow Corp. is not the agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the Seller in the subject transaction is a U.S. citizen or resident alien. The buyer is advised they must independently make a determination of whether the contemplated transaction is taxable or non-taxable and the applicability of the withholding requirement to the subject transaction, and should seek the advice of their attorney or accountant. Alliance Title & Escrow Corp. is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the Buyer. The Buyer is advised they bear full responsibility for compliance with the tax withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction.

ADDITIONAL INSTRUCTIONS

COMMITMENT AND EXCEPTIONS RECEIVED

Buyer acknowledges receipt of Commitment for Title Insurance, copies of all exceptions, including a Plat Map, regarding the property transferred herein.

NO COMMISSIONS

You are instructed to pay no commissions to any real estate agents or brokers in connection with this transaction.

HAZARD INSURANCE DISCLAIMER

The buyer(s) herein are obtaining hazard insurance on the subject property outside of escrow. Alliance Title & Escrow Corp. has no liability or responsibility to confirm coverage or payment of same.

Buyer Initials  _____ Seller Initials  _____

DECLARATION OF ESCROW SERVICES:

Both Buyer and Seller acknowledge the following by their signatures below:

We have been specifically informed that Alliance Title & Escrow Corp. (hereinafter referred to as ATEC) is not licensed to practice law and no legal or accounting advice has been offered by ATEC or any of its employees. We have been further informed that ATEC is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.

We have been requested by escrow holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction. I/We have also been advised that we can obtain a copy of the privacy policy of Alliance Title & Escrow Corp. on line at www.alliancetitile.com/About/Privacy-Policy or by requesting it

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to herein.

These escrow-closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendment and/or supplement to these instructions must be in writing.

We further understand that ATEC assumes no liability as to any law, ordinance or governmental regulations including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws. **THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME**

Buyer(s):

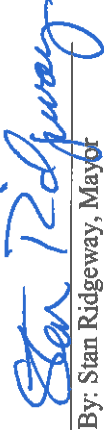
Eagle Urban Renewal District


By: Janet Buschert, Chairman

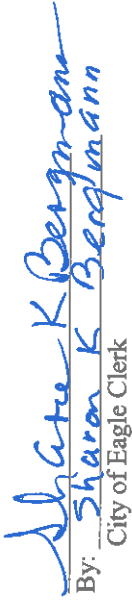


Seller(s)

City of Eagle


By: Stan Ridgeway, Mayor

ATTEST:


By: Sharon K. Bergmann
City of Eagle Clerk

Forwarding Address:

660 E. Civic Lane

Eagle, ID 83616

Forwarding Address:

660 E. Civic Lane

Eagle, ID 83616

Preference for document copies (Please check all boxes that you require):

<input type="checkbox"/>	Paper Copy	<input type="checkbox"/>	Encrypted Email
<input type="checkbox"/>	USB Flash Drive	<input type="checkbox"/>	

The foregoing instructions have been acknowledged and received by Alliance Title & Escrow Corp.

By:  Dated: 8.7.19
Erin Quender

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:443093

FOR VALUE RECEIVED

City of Eagle, an Idaho municipal corporation, who acquired title as The City of Eagle, Idaho, a municipal corporation

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Eagle Urban Renewal District, an urban renewal agency, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Eagle

whose current address is

**PO Box 1957
Eagle, ID 83616**

the grantee(s), the following described premises, in Ada County, Idaho, TO WIT:

The East one-half (E1/2) of Lot 3 and the West 3.64 feet of Lot 4 in Block 3 of the Townsite of Eagle, according to the official plat thereof, filed in Book 2 of Plats at Page(s) 82, Official Records of Ada County, Idaho.

Together with all any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way, mineral rights and water rights in anywise appertaining to the property herein described as well in law as in equity.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 5, 2019

City of Eagle

Stan Ridgeway
By: Stan Ridgeway, Mayor



ATTEST:

Sharon K Bergmann
By: Sharon K Bergmann
City of Eagle Clerk

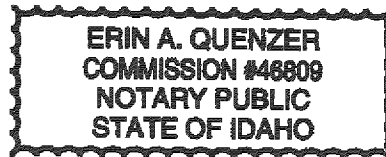
State of Idaho }ss.
County of Ada }

On this 7th day of August, 2019, before me, Erin A. Quenzer, a Notary Public in and for said state, personally appeared Stan Ridgeway, known to me to be the Mayor of The City of Eagle, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he executed the foregoing in said Corporation name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Erin A. Quenzer

Erin A. Quenzer
Notary Public for the State of Idaho
Residing at: Emmett, Idaho
Commission Expires: 04/06/2024



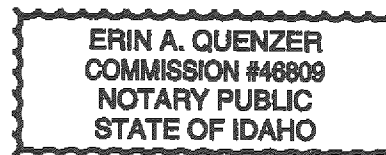
State of Idaho }ss.
County of Ada }

On this 7th day of August, 2019, before me, Erin A. Quenzer, a Notary Public in and for said state, personally appeared Sharon K. Bergmann, known to me to be the City Clerk of The City of Eagle, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he/she executed the foregoing in said Corporation name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Erin A. Quenzer

Erin A. Quenzer
Notary Public for the State of Idaho
Residing at: Emmett, Idaho
Commission Expires: 04/06/2024



CONSUMER PROTECTION ALERT:


Wire fraud activity is real and the real estate industry has been targeted!

Alliance Title & Escrow Corp. does not deliver wire instructions via e-mail to you or your agent, without a verbal request and confirmation of receipt, to include verification of the accuracy of wire information.

If you wish to wire funds for closing, please ask your escrow officer for wire account information and options to deliver that information to you.

If you have already received wire instructions, please verify the accuracy of the account information with your escrow officer BEFORE wiring funds.

Eagle Urban Renewal District


By: Janet Buschert, Chairman



CHICAGO TITLE INSURANCE COMPANY

Issuing Agent: Alliance Title & Escrow Corp.
Issuing Office: 250 S 5th St., Ste. 100, Boise, ID 83702
Loan ID Number:
Customer Reference Number:
Issuing Office File Number: 443093
Property Address: 67 E. State Street, Eagle, ID 83616
Revision Number: _____

SCHEDULE A

1. Commitment date: **June 26, 2019 at 7:30 A.M**
2. Policy or Policies to be issued:

(a) 2006 ALTA® Owner's Policy	<input checked="" type="checkbox"/> Standard	<input type="checkbox"/> Extended
	Amount:	\$220,000.00
	Premium:	\$1,062.00

Proposed Insured:

Eagle Urban Renewal Agency

- (b) 2006 ALTA® Loan Policy

<input type="checkbox"/> Standard	<input type="checkbox"/> 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:
The City of Eagle, Idaho, a municipal corporation
5. The Land is described as follows:

See Attached Exhibit 'A'

Chicago Title Insurance Company

READ AND APPROVED

Authorized Signatory



CHICAGO TITLE INSURANCE COMPANY

File No. 443093

Exhibit 'A'

The East one-half (E1/2) of Lot 3 and the West 3.64 feet of Lot 4 in Block 3 of the Townsite of Eagle, according to the official plat thereof, filed in Book 2 of Plats at Page(s) 82, Official Records of Ada County, Idaho.



CHICAGO TITLE INSURANCE COMPANY

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. Delivery to and approval by the Company of documentation authorizing transaction and setting forth parties authorized to execute documents on behalf of The City of Eagle, Idaho, a municipal corporation.
7. Delivery to and approval by the Company of documentation authorizing transaction and setting forth parties authorized to execute documents on behalf of Eagle Urban Renewal Agency.

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: Eagle Public Library District

Grantee: The City of Eagle, Idaho, a municipal corporation

Recorded: June 13, 1974

Instrument No.: 889112

Note No. 2: As of the date hereof there are no matters against Eagle Urban Renewal Agency which would appear as exceptions in the policy to issue, except as shown herein.

Note No. 3: Taxes, including any assessments collected therewith, for the year shown below are paid:

Amount: \$6.50

Year: 2018

Parcel No.: R2024420075



CHICAGO TITLE INSURANCE COMPANY

Note No. 4: 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. 5: According to the available County Assessor's Office records, the purported address of said land is:

67 E. State Street, Eagle, ID 83616

Note No. 6: We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Steve Jewett, whose direct line is (208) 947-9133, and your Escrow Officer is Erin Quenzer, whose direct line is (208) 947-9113.

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.



CHICAGO TITLE INSURANCE COMPANY

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. Taxes, including any assessments collected therewith, for the year 2019 which are a lien not yet due and payable.
9. Special assessments, if any, for the City of Eagle.
10. Liens, levies and assessments of the Eagle Sewer District.
11. Liens, levies and assessments of the Eagle Water Company.
12. Levies and assessments of the Farmers Union Ditch Company Ltd., and the rights, powers and easements of said district as by law provided.
13. Ditch, road and public utility easements as the same may exist over said premises.
14. Easements, reservations, notes and/or dedications as shown on the official Plat of Eagle Townsite.



CHICAGO TITLE INSURANCE COMPANY

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

Purpose: Party wall agreement

Recorded: January 6, 1955

Instrument No.: 370386

16. 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 issued by Chicago Title Insurance Company. This Commitment is not valid without the Notices: the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C165B

ALTA Commitment for Title Insurance 8-1-16

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HEAD AND APPROVED



WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:443093

FOR VALUE RECEIVED

City of Eagle, an Idaho municipal corporation, who acquired title as The City of Eagle, Idaho, a municipal corporation

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Eagle Urban Renewal District, an urban renewal agency, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Eagle

whose current address is

~~660 E. Civic Lane~~ **P.O. Box 1957**
Eagle, ID 83616

the grantee(s), the following described premises, in Ada County, Idaho, TO WIT:

The East one-half (E1/2) of Lot 3 and the West 3.64 feet of Lot 4 in Block 3 of the Townsite of Eagle, according to the official plat thereof, filed in Book 2 of Plats at Page(s) 82, Official Records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 5, 2019

City of Eagle

By: Stan Ridgeway, Mayor

ATTEST:

By: City of Eagle Clerk

State of Idaho } ss.
County of Ada }

On this 7th day of August, 2019, before me, Erin A. Quenzer, a Notary Public in and for said state, personally appeared **Stan Ridgeway**, known to me to be the Mayor of The City of Eagle, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he executed the foregoing in said Corporation name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Erin A. Quenzer
Notary Public for the State of Idaho
Residing at: Emmett, Idaho
Commission Expires: 04/06/2024

State of Idaho } ss.
County of Ada }

On this 7th day of August, 2019, before me, Erin A. Quenzer, a Notary Public in and for said state, personally appeared _____, known to me to be the City Clerk of The City of Eagle, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he/she executed the foregoing in said Corporation name.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Erin A. Quenzer
Notary Public for the State of Idaho
Residing at: Emmett, Idaho
Commission Expires: 04/06/2024